

## AUGIE SECURED CHARGE CARD AGREEMENT

### Payment Information

Your billing cycle for the Augie Secured Charge Card (the “Card”) is monthly. All charges incurred on the Card in a billing cycle are due and payable upon receipt of your billing statement (the “Statement”) and must be paid no later than the date specified on the Statement which will be 15 days from the Statement date.

### Fees

#### Transaction Fees

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| <ul style="list-style-type: none"> <li>● Cash Advance Fee</li> <br/><br/><br/><br/> <li>● Foreign Transaction Fee</li> </ul> | <ul style="list-style-type: none"> <li>● <b>None;</b> The Card cannot be used to obtain a cash advance.</li> <br/><br/><br/> <li>● <b>None;</b> The Card is not permitted for use for any foreign transactions.</li> </ul> |
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#### Penalty Fees

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| <ul style="list-style-type: none"> <li>● Late Payment Fee</li> <br/><br/><br/><br/> <li>● Returned Payment Fee</li> <br/><br/> <li>● Over the Credit Limit Fee</li> </ul> | <ul style="list-style-type: none"> <li>● <b>\$0.00;</b> We do not charge a late payment fee. However, failure to pay your balance on the due date may result in default and/or closure.</li> <br/><br/> <li>● <b>\$0.00</b></li> <br/> <li>● <b>\$0.00</b></li> </ul> |
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**Billing Rights:** Information on your rights to dispute transactions and how to exercise those rights is provided in the agreement herein and on your Statement that will be sent to you in the future.

## **THINGS YOU SHOULD KNOW ABOUT THIS CARD AGREEMENT**

**This Agreement.** This Augie Secured Charge Card Agreement (“Agreement”) contains the following terms and conditions under which TCM Bank N.A. has agreed to issue a secured charge card account (the “Card”) to you. This Agreement is between you and TCM Bank N.A.. This Agreement also refers to and includes other disclosures we may provide to you, which are incorporated herein by reference.

When you open your secured charge card account and use your Card, you agree to the terms of this Agreement. Please retain a copy of this Agreement for your records.

**Parties To This Agreement; Definitions.** “You” and “your” mean each person who applied for and received a Card by TCM Bank N.A. “Authorized User” means anyone who uses your Card with your consent, including but not limited to, any user who is provided an additional Card. The words “we,” “us,” and “our,” mean TCM Bank N.A., and its agents, successors, assignees, and third-party service providers including GetAugie Inc. GetAugie Inc. is our third-party service provider for the Card and may be referenced herein as an agent, service provider, or servicer.

**Program Operation.** You have downloaded the Augie mobile application (the “Augie App”). You have applied for and will receive (i) a deposit account (“Security Account”) opened at and through Meridian Bank (see Security Interest; Collateral section for more details), and (ii) a Card with us giving you a line of credit on terms outlined in this Agreement. Your balance on your Card can never exceed the available balance in your Security Account. This limit will be your “Credit Limit”. Your Card is also subject to a \$1,000 maximum Credit Limit. You must make payments to your Card as described in this Agreement. Your billing cycle will be monthly. All amounts spent by you using the Card in a given billing cycle needs to be paid in full by you at the end of that billing cycle. You cannot carry forward any balance on the Account to any following billing cycle.

## **CARDHOLDER AGREEMENT**

**PLEASE READ THIS AGREEMENT CAREFULLY, AS IT CONTAINS AN *ARBITRATION AGREEMENT* AND OTHER IMPORTANT INFORMATION REGARDING YOUR LEGAL RIGHTS, REMEDIES, AND OBLIGATIONS. UNLESS YOU ACT PROMPTLY TO REJECT THE *ARBITRATION AGREEMENT*, IT REQUIRES THAT YOU SUBMIT CLAIMS YOU HAVE AGAINST US TO BINDING AND FINAL ARBITRATION, AND FURTHER (1) YOU WILL ONLY BE PERMITTED TO PURSUE CLAIMS AGAINST US ON AN INDIVIDUAL BASIS, NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY CLASS OR REPRESENTATIVE ACTION OR PROCEEDING, AND (2) YOU WILL ONLY BE PERMITTED TO SEEK RELIEF (INCLUDING MONETARY, INJUNCTIVE, AND DECLARATORY RELIEF) ON AN INDIVIDUAL BASIS. IMPORTANTLY, THE *ARBITRATION AGREEMENT* INCLUDES OPT OUT PROVISIONS.**

The Card is a virtual charge card that accesses a line of credit. It is not a debit card, and you do not access the money in your Security Account when you use your Card. All credit we extend to you is secured by your Security Account. If you do not pay us back for transactions you make with your Card when your payments are due, we may exercise our Security Interest and withdraw the amount you owe us from your Security Account. You can lose the money in your Security Account and your Card may be canceled.

See the *Security Interest; Collateral section of this agreement for more information.*

### **Using Your Card**

**Authorized Use.** You may use your Card solely to pay your recurring periodic bills (the “Purchases”) provided your Card is in good standing and you have Available Credit. Only periodic bills that you have validly disclosed and registered with us or our program partner (the “Registered Bills”) through the Augie App in advance will be treated as allowable Purchases. We may decide, in our sole discretion, to allow or disallow any biller to be registered through the Augie App. If we decide to disallow any biller that was previously allowed to be registered, we will inform you. Each time you use your Card, you are requesting us to make a loan to you for the amount of the Purchase. Each Purchase made will reduce the Available Credit under your Credit Limit until it is repaid in accordance with the terms of this Agreement. The Card cannot be used to obtain Cash Advances. For the purposes of this Agreement, Cash Advance means a loan in cash or things we consider cash equivalents, including wire transfers, travelers’ checks, money orders, foreign currency, lottery tickets, gaming chips, and wagers.

- (1) This Agreement applies whether or not you use your Card. It will continue to apply even after your Card is closed if you have a Card Account Balance.

- (2) You must take reasonable steps to prevent the unauthorized use of your Card or unauthorized access to your Augie App.
- (3) We may decline to authorize a Purchase that is in violation of this Cardholder Agreement or the Augie Terms of Service. This may occur even if the Purchase would not cause you to go over your credit limit or your Card is not in default.
- (4) We are not responsible for any losses you incur if we do not authorize a Purchase.
- (5) We are not responsible for any losses you incur if anyone refuses to accept your Card for any reason.
- (6) You must not use, or try to use, the Card for any illegal or prohibited activity. You are responsible for any charges if you do.

**Lost or Stolen Card Details.** If your Card details are lost or stolen or if you think someone else may be using your Card, or has gained access to your Augie App without your permission, you must contact us immediately through the Augie App or at (762) GET-AUGI (762-438-2844).

**De-registering Bills.** If you have registered any recurring bill to be paid by the Card that you wish not to remain registered, you must deregister such a bill through the Augie App. If you de-register any bill less than 5 Business Days from an upcoming payment on that bill, we may not be able to stop an Authorized Security Pull related to the bill.

### **Credit Limit and Available Credit**

**Credit Limit.** The Credit Limit is the maximum amount of credit available on your Card. The Credit Limit at all times will be equal to your available balance in your Security Account but will not exceed \$1,000. The total outstanding unpaid balance on your Card (“Card Account Balance”) may never be greater than your Credit Limit. You are responsible for keeping track of your Card Account Balance. We may refuse to extend credit when pre-authorized charges or other holds might cause your Card Account Balance to exceed your Credit Limit or if such extension would violate this Cardholder Agreement or the Augie Terms of Service.

**Available Credit.** Your Available Credit is the amount of credit that is available for you to make transactions with your Card at any given time. Your Available Credit is equal to the available balance in your Security Account subject to a maximum of \$1,000, minus your Card Account Balance.

**Pre-approved Addition to the Security Account.** You authorize us to pull funds (“Authorized Security Pull”) through ACH debit from any payment accounts you hold with a depository institution that you have validly registered on the Augie App (“Linked External Accounts”) to fund the Security Account. We will not initiate any ACH debit for the Authorized Security Pull other than for an upcoming bill that has been registered with us to be paid with the Card. Such a debit of the Linked External Account will be initiated no earlier than 5 Business Days from the due date of any upcoming bill, and for an amount not exceeding one and a quarter (1.25) times the highest amount of the 3 most recent payments of such an upcoming bill. We may aggregate the amount of multiple upcoming bills within the said 5 Business Day period into one ACH debit transaction.

**Information.** You can use the Augie App to view your Card Account Balance, Credit Limit, and Available Credit at any time. While we do our best to provide the most up-to-date information about your Card, there may be some delay in reflecting new transactions, for reasons including operational processes and those outside our control such as network interruptions or delays by merchants in posting transactions and we cannot guarantee the accuracy of this information in the Augie App. You are responsible for keeping track of your Card Account Balance, Credit Limit, and Available Credit. Our general practice is to decline transactions that may cause you to exceed your Credit Limit or Available Credit. If we do honor these transactions, you are responsible for paying us back in full immediately, and these limits will not increase. We may increase or decrease your Credit Limit or Available Credit at any time, in our sole discretion.

### **Interest and Fees**

**Interest and Fees.** We will charge fees as disclosed in the *Truth in Lending Disclosures* on Page 1 of this Agreement, subsequent disclosures, Statements, any change in terms notices, and in the *Fee Schedule* provided with this Agreement. If you miss a required payment, make a late payment, or a payment is returned, and you fail to successfully make the required payment by the date it is due, we may close or deactivate your Card.

**Balance Computation Method.** We do not charge interest on overdue balance. Hence, we do not calculate “average daily balance,” for the Card.

**Transactions Made in Foreign Currencies.** The Card is not permitted for use for any foreign transaction and only charges in U.S. dollars can be incurred on the Card. Hence, there is no foreign transaction fee applicable on the Card.

**Late Payment Fee:** If we do not receive any amount due on the Card by the date it is shown to be due on your Statement, you will not be charged a late payment fee but we may treat it as a default and apply the amount in the Security Account towards your payment due.

## **Payments**

**Your Promise to Pay.** You promise to pay us all amounts due on your Card. This includes amounts where you did not make the Purchase in person, such as Purchases made online which will be treated the same as if you used the Card in person. If you let someone else use your Card, you are responsible for all Purchases that person makes.

**Payment Due.** Each monthly billing cycle, you must pay us the total Card Account Balance as at the end of the billing cycle which will be the payment amount listed on your Statement by the date indicated there. Failure to make the payment will subject your Card to the default provisions herein and the Augie Security Account Agreement (the “Security Agreement”) between us and you.

**Payment Methods.** Your payment must be made in U.S. dollars from a U.S. depository account. You may use the Augie App to authorize us to make a one-time transfer to us from your Security Account or ACH transfers from a Linked External Account so that we may receive the payment no later than when it is due as per the Statement. You also authorize us to debit or credit your selected payment method to correct any errors, process returned and reversed payments, and similar issues, to the extent permitted by law. We may permit additional payment methods from time to time. We may reject any payment not made in accordance with this section.

**Effect of Payment on Credit Limit.** When we receive a payment and apply it to your Card from a payment method other than a transfer from your Security Account, your Credit Limit will increase in an amount equal to your payment up to a maximum of \$1,000. We may delay the increase in your Credit Limit until we confirm that your payment has cleared. This may happen even if we credit your payment. If you have elected to make payment from the Security Account, both your Security Account balance and your Card Account Balance will be reduced by the amount of your payment, but your Credit Limit will not increase.

**Payment Processing.** We may accept and process payments without losing any of our rights. If your payment is returned unpaid for any reason, you authorize us to re-initiate the payment you authorized up to two additional times. We also reserve the right to add the returned payment amount back to your Card Account Balance.

**How We Apply Your Payments.** We apply your payment in full to the Card Account Balance. We may adjust your Card Account Balance, Security Account balance, or Credit Limit as reasonably necessary to correct errors, process returned and reversed payments, and similar issues.

**Non-Payment.** In addition to any other rights we may have or actions we may take under this Agreement, if you fail to pay any amount that is due when it is due per your Statement, we may exercise any or all of our rights under the Security Agreement.

**Other Transaction Limits.** For security reasons, there are limits on the number, amount, frequency, and type of Purchases you can make using your Card. Similarly, there are limits on your ability to use your Card with certain merchants. To protect the security of your Card, others’ accounts and systems, we may or may not disclose some or all of these limits and any changes to these limits, unless required by law. We may change these limits from time to time at our sole discretion. We will notify you of any limits or changes to these limits if required by applicable law. In our discretion, we may permit you to make Purchases in excess of these limits, but our permission to do so on one occasion does not guarantee that we will allow a Purchase in excess of the limits in the future. Your rights under this Agreement to make Purchases with your Card are subject to this paragraph.

**Security; Locking Your Card.** CONTACT US IMMEDIATELY IF YOU BELIEVE YOUR CARD OR YOUR AUGIE APP HAS BEEN LOST, STOLEN, OR ACCESSED OR USED BY ANY UNAUTHORIZED PERSON. You may ask us to lock your Card, and we may take other action we deem necessary to protect the security of your Card or our systems. Locking a Card may not prevent all unauthorized transactions and will not prevent Purchases that have already been initiated.

**Governing Law.** This Agreement and your Card, and any claim, dispute or controversy (whether in contract, tort, or otherwise) at any time arising from or relating to your Card, or this Agreement, are governed by and construed in accordance with applicable federal law and, to the extent not preempted by federal law, by the laws of [the State of Florida] (without regard to internal principles of conflict of laws).

**Communication with You.** We may contact you from time to time regarding your Card. We (and our affiliates, agents and contractors) may contact you in any manner we choose to the extent allowed by applicable law. For example, we may contact you:

- (1) by mail, telephone, email, text message, or messages and alerts on the Augie App;
- (2) by using an automated dialing or similar device;
- (3) at your home; or
- (4) on your mobile, wireless or cellular telephone or similar device, which may result in charges to you.

We may monitor or record any conversation or other communication with you. Unless the law states we cannot, we may modify or suppress caller ID and similar services and identify ourselves on these services in any manner we choose. Some of the legal purposes for calls and messages include: suspected fraud or identity theft; obtaining information; transactions on or servicing of your Card; collecting on your Card; and providing you information about certain products, services and promotions.

**Amendment or Modification.** Subject to applicable law, at any time we may change or delete any term of, or add new terms to, this Agreement, including without limitation the fees and arbitration provisions. Unless prohibited by applicable law, these changed or new terms will apply to any Card Account Balance outstanding on the effective date of the change and to all future balances. When required by applicable law, we will notify you in advance of any changes, deletions, or additions. Our notice will tell you when and how the changes will take effect and describe any rights you have in connection with the changes.

## YOUR BILLING RIGHTS

### KEEP THIS NOTICE FOR FUTURE USE

This notice tells you about your rights and our responsibilities under the Fair Credit Billing Act.

#### What To Do If You Find A Mistake On Your Statement

If you think there is an error on your Statement, write to us at:

TCM Bank N.A. c/o GetAugie Inc.  
99 Wall Street Ste. #2844  
New York, NY 10005

In your letter, give us the following information:

- *Account information:* Your name and Account number.
- *Dollar amount:* The dollar amount of the suspected error.
- *Description of problem:* If you think there is an error on your bill, describe what you believe is wrong and why you believe it is a mistake.

You must contact us:

- Within 60 days after the error appeared on your Statement;
- At least 3 business days before an automated payment is scheduled, if you want to stop payment on the amount you think is wrong.

You must notify us of any potential errors *in writing*. You may call us, but if you do, we are not required to investigate any potential errors and you may have to pay the amount in question.

#### What Will Happen After We Receive Your Letter

When we receive your letter, we must do two things:

1. Within 30 days of receiving your notice, we must tell you that we received your notice. We will also tell you if we have already corrected the error.
2. Within two complete billing cycles ,in any case not exceeding 90 days, of receiving your notice, we must either correct the error or explain to you why we believe the bill is correct.

While we investigate whether or not there has been an error:

- We cannot try to collect the amount in question or report you as delinquent on that amount.
- The charge in question may remain on your monthly billing statement.
- The balance in your Security Account that acts as collateral for the charge in question will continue to be subject to the terms of the Security Agreement.
- While you do not have to pay the amount in question, you are responsible for the remainder of your balance.

After we finish our investigation, one of two things will happen:

- **If we made a mistake:** You will not have to pay the amount in question.
- **If we do not believe there was a mistake:** You will have to pay the amount in question. We will send you a statement of the amount you owe, and the date payment is due. We may then enforce our rights under the Security Agreement and may report you as delinquent if you do not pay the amount we think you owe.

If you receive our explanation but still believe your bill is wrong, you must write to us within 10 days telling us that you still refuse to

pay. If you do so, we cannot report you as delinquent without also reporting that you are questioning your bill. We must tell you the name of anyone to whom we reported you as delinquent, and we must let those organizations know when the matter has been settled between us.

If we do not follow all of the rules above, you do not have to pay the first \$50 of the amount you question even if your bill is correct.

### **Your Rights If You Are Dissatisfied With Your Purchases.**

If you are dissatisfied with the goods or services that you have paid for with your Card, and you have tried in good faith to correct the problem with the merchant, you may have the right not to pay the remaining amount due on the Purchase.

To use this right, all of the following must be true:

1. The Purchase must have been made in your home state or within 100 miles of your current mailing address, and the Purchase price must have been more than \$50. (Note: Neither of these is necessary if your purchase was based on an advertisement we mailed to you, or if we own the company that sold you the goods or services.)
2. You must have used your Card for the Purchase.
3. You must not yet have fully paid for the Purchase.

If all the criteria above are met and you are still dissatisfied with the Purchase, contact us *in writing* at:

TCM Bank N.A. c/o GetAugie Inc.  
99 Wall Street Ste. #2844  
New York, NY 10005

While we investigate, the same rules apply to the disputed amount as discussed above. After we finish our investigation, we will tell you our decision. At that point, if we think you owe an amount and you do not pay, we may enforce our rights under the Security Agreement and may report you as delinquent.

## **E-SIGN CONSENT**

**PLEASE READ THESE E-SIGN CONSENT TERMS (“CONSENT”) CAREFULLY AND RETAIN A COPY FOR YOUR RECORDS. THIS CONSENT APPLIES TO ALL DISCLOSURES, AGREEMENTS, STATEMENTS, NOTICES AND OTHER DOCUMENTS RELATED TO THE SECURED CHARGE CARD ACCOUNT, THE ACH AUTHORIZATION OR THE SECURITY ACCOUNT (“DOCUMENTS”).**

### **Electronic Delivery of Documents**

You consent and agree:

1. We can provide all Documents to you electronically, including all disclosures required by law and other information about your legal rights and duties.
2. Your electronic signature on any Documents has the same effect as if you signed them in ink.
3. Your computer or electronic device meets the specifications and requirements listed below, and that such computer or device permits you to review, access and retain the Documents electronically.
4. You agree we can send all Documents to you electronically via (i) email; (ii) by access to a site or link we provide in an email notice we send to you; (iii) by access to a mobile app or site we designate in advance for such purpose, including the Augie App and <https://augie.app>; or (iv) by access to a site or link we provide on or through the Augie App. You agree Documents provided electronically have the same meaning and effect as if we provided paper Documents to you. When we send you an email or other electronic notification telling you a Document is available electronically and we do in fact make it available online, that shall have the same meaning and effect as if we provided a paper Document to you, whether or not you choose to view it. We always reserve the right, in our sole discretion, to communicate with you by mail.
5. You also confirm you have the hardware and software described in the section titled “Hardware and Software You Will Need”, you are able to receive and review electronic records, and you have, and will always maintain, an active email account that you can access.
6. Your consent to receive Documents electronically will remain in effect until you withdraw it. You may withdraw your consent to receive further Documents electronically at any time by calling (762) GET-AUGI (762-438-2844) or emailing [support@getaugie.com](mailto:support@getaugie.com). If you withdraw your consent to receive Documents electronically, we will close your Account as set forth in this Agreement, and you will no longer be able to use your Account or Card, except as expressly provided in this Agreement. Any withdrawal of your consent to receive Documents electronically will be effective only after we have a reasonable period of time to process your withdrawal. Please note that your withdrawal of consent to receive Documents will not apply to Communications electronically provided by us to you before the withdrawal of your consent becomes effective.
7. You hereby waive any rights or requirements under any statutes, regulations, rules, ordinances, or other laws in any jurisdiction which require an original signature or delivery or retention of non-electronic records, or to payments or the granting of credits by any means other than electronic means, or delivery of any Document through non-electronic means.

### **Email Address**

You must keep your email or electronic address current with us. You must promptly notify us of any change in your email. You may change the email address on record for you by contacting us through the Augie App. We may provide you with separate instructions to update your email address from time-to-time. You agree if we send an email message to you regarding any electronic communication or send any electronic communication to the email address you have provided us and such email message is returned as undeliverable, we will be deemed to have provided such electronic communication to you. We cannot accept responsibility for any email messages not received by you or for any delay in the receipt or delivery of any email notification. If you make your email account available to any other individual, you agree that you are responsible for any release of any Account information to such individual.

In the event your billing statement is returned undeliverable, your statements are available through the Augie App.

### **Hardware and Software You will Need**

To access and view Documents, you will need:



1. A Current Version (defined below) of an internet browser we support and a Current Version of the Augie App;
2. A connection to the internet;
3. A Current Version of a program that accurately reads and displays PDF files (which may be either a browser that supports native PDF rendering or a program such as Adobe Acrobat Reader); and
4. A computer or electronic device and an operating system capable of supporting all of the above.

By “Current Version,” we mean a version of the software we support and that is currently being supported by its publisher or the applicable platform (e.g., Apple’s iOS or Google’s Android). We support the Current Version and for a period of time (at least three months), the version immediately prior to the Current Version of Firefox, Google Chrome, Microsoft Edge, and Safari.

As permitted by and in accordance with applicable law, we reserve the right to discontinue support of a Current Version of software for any reason, including our opinion that it suffers from a security or other flaw that makes it unsuitable for use.

### **Paper Copies**

We will not send you a paper copy of any Document. You can obtain a paper copy by printing it yourself. We reserve the right, but assume no obligation, to provide a paper (instead of electronic) copy of any Document.

### **Communications in Writing**

All communications from us to you in either electronic or paper format from us to you will be considered “in writing”. You should print or download and maintain physical or electronic copies of the Documents, including this Agreement, and any other communication that is important to you.

## ARBITRATION AGREEMENT

**PLEASE READ THIS SECTION CAREFULLY AS IT AFFECTS YOUR RIGHTS. YOU HAVE THE RIGHT TO OPT OUT OF THIS ARBITRATION AGREEMENT AS DESCRIBED BELOW.**

### Agreement to Arbitrate

This section is referred to as the **Arbitration Agreement**. If you have a dispute with us and are not able to resolve the dispute informally, you and we agree that upon demand by you or us, the dispute will be resolved through the arbitration process set forth in this section.

### Arbitration

You agree that if you have a dispute or claim that has arisen or may arise between you and us, whether arising out of or relating to this Agreement (including any alleged breach), your application for a Card, and services provided under this Agreement, any advertising, any aspect of the relationship or transactions between us, and you are not able to resolve the dispute or claim informally, you and we agree that upon demand by you or us, the dispute or claim will be resolved exclusively through final and binding arbitration, rather than a court, in accordance with the terms of this Arbitration Agreement. Except that you may assert individual claims in small claims court, if your claims qualify. Further, this Arbitration Agreement does not preclude you from bringing issues to the attention of federal, state, or local agencies, and such agencies can, if the law allows, seek relief against us on your behalf. You agree that, by entering into this Arbitration Agreement, you and we are each waiving the right to a trial by jury or to participate in a class action. Your rights will be determined by a neutral arbitrator, not a judge or jury. The Federal Arbitration Act governs the interpretation and enforcement of this Arbitration Agreement.

### Parties Subject to this Arbitration Agreement

This Arbitration Agreement applies whenever there is a claim between you and us. If a third party is also involved in a claim between you and us, or if a dispute arises between you and a third party relating to this Agreement or your Account, then the claim will be decided with respect to the third party in arbitration as well, in accordance with this Arbitration Agreement, and it must be named as a party in accordance with the rules of procedure governing the arbitration. No award or relief will be granted by the arbitrator except on behalf of, or against, a named party.

### Exclusions

You and we retain the right to pursue in small claims court (or an equivalent state court) any dispute that is within that court's jurisdiction, so long as the disputes remain in such court and advance only an individual claim for relief. If either you or we fail to submit to binding arbitration of an arbitrable dispute following lawful demand, the party so failing will bear all costs and expenses incurred by the other in compelling arbitration.

### Your Right to Opt-Out

If you do not want this Arbitration Agreement to apply to your Card, you may opt out by sending us written notice of your decision within 30 days of the opening of your Card. Such notice must clearly state that you wish to cancel or opt out of the Arbitration Agreement section of this Agreement. It should include your name, address, Account number, and your signature and must be mailed to TCM Bank N.A. c/o GetAugie Inc., 99 Wall Street Ste. #2844, New York, NY 10005. This is the sole and only method by which you can opt out of this Arbitration Agreement. Your exercise of the right to opt-out will not affect any remaining terms of this Agreement and will not result in any adverse consequence to you or your secured charge card account. You agree that our business records will be final and conclusive evidence with respect to whether you canceled or opted out of this Arbitration Agreement in a timely and proper fashion.

### Prohibition of Class and Representative Actions and Non-Individualized Relief

***YOU AGREE THAT YOU MAY BRING CLAIMS AGAINST US ONLY ON AN INDIVIDUAL BASIS AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE ACTION OR PROCEEDING. UNLESS BOTH YOU AND WE AGREE OTHERWISE, THE ARBITRATOR MAY NOT CONSOLIDATE OR JOIN MORE THAN ONE PERSON'S OR PARTY'S CLAIMS AND MAY NOT OTHERWISE PRESIDE OVER ANY FORM OF A CONSOLIDATED, REPRESENTATIVE, OR CLASS PROCEEDING. ALSO, THE ARBITRATOR MAY AWARD RELIEF (INCLUDING MONETARY, INJUNCTIVE, AND DECLARATORY RELIEF) ONLY IN FAVOR OF***

***THE INDIVIDUAL PARTY SEEKING RELIEF AND ONLY TO THE EXTENT NECESSARY TO PROVIDE RELIEF NECESSITATED BY THAT PARTY'S INDIVIDUAL CLAIM(S), EXCEPT THAT YOU MAY PURSUE A CLAIM FOR AND THE ARBITRATOR MAY AWARD PUBLIC INJUNCTIVE RELIEF UNDER APPLICABLE LAW TO THE EXTENT REQUIRED FOR THE ENFORCEABILITY OF THIS PROVISION.***

### **Pre-Arbitration Dispute Resolution**

We are always interested in resolving disputes amicably and efficiently, and most customer concerns can be resolved quickly and to your satisfaction by contacting us through the Augie App or emailing customer support at [support@getaugie.com](mailto:support@getaugie.com). If such efforts prove unsuccessful, a party who intends to seek arbitration must first send to the other, by certified mail, a written notice of dispute (the "Notice"). The Notice to us should be sent to 99 Wall Street Ste. #2844, New York, NY 10005 (the "Notice Address"). The Notice must (a) describe the nature and basis of the claim or dispute and (b) set forth the specific relief sought. If we do not resolve the claim with us within 60 calendar days after the Notice is received, you or we, as applicable, may commence an arbitration proceeding. During the arbitration, the amount of any settlement offer made by any party will not be disclosed to the arbitrator until after the arbitrator determines the amount, if any, to which you or we are entitled.

### **Arbitration Procedures**

Arbitration will be conducted by a neutral arbitrator in accordance with the American Arbitration Association's ("AAA") rules and procedures, including the AAA's Consumer Arbitration Rules (collectively, the "AAA Rules"), as modified by this *Arbitration Agreement*. For information on the AAA, please visit its website, <http://www.adr.org>. Information about the AAA Rules and fees for consumer disputes can be found at the AAA's consumer arbitration page, [http://www.adr.org/consumer\\_arbitration](http://www.adr.org/consumer_arbitration). If there is any inconsistency between any term of the AAA Rules and any term of this *Arbitration Agreement*, the applicable terms of this *Arbitration Agreement* will control unless the arbitrator determines that the application of the inconsistent *Arbitration Agreement* terms would not result in a fundamentally fair arbitration. The arbitrator must also follow the provisions of this Agreement as a court would. All issues are for the arbitrator to decide, including issues relating to the scope, enforceability, and arbitrability of this *Arbitration Agreement*. Although arbitration proceedings are usually simpler and more streamlined than trials and other judicial proceedings, the arbitrator can award the same damages and relief on an individual basis that a court can award to an individual under this Agreement and applicable law. Decisions by the arbitrator are enforceable in court and may be overturned by a court only for very limited reasons.

Unless the parties to the arbitration agree otherwise, any arbitration hearings will take place in a reasonably convenient location for both parties with due consideration of their ability to travel and other pertinent circumstances. If the parties are unable to agree on a location, the determination will be made by AAA. If your claim is for \$10,000 or less, you may choose whether the arbitration will be conducted solely on the basis of documents submitted to the arbitrator, through a telephonic hearing, or by an in-person hearing as established by the AAA Rules. If your claim exceeds \$10,000, the right to a hearing will be determined by the AAA Rules. Regardless of the manner in which the arbitration is conducted, the arbitrator will issue a reasoned written decision sufficient to explain the essential findings and conclusions on which the award is based.

### **Costs of Arbitration**

Payment of all filing, administration, and arbitrator fees (collectively, the "Arbitration Fees") will be governed by the AAA Rules, unless otherwise provided in this *Arbitration Agreement*. If the value of the relief sought is \$75,000 or less, at your request, we will pay all Arbitration Fees. If the value of relief sought is more than \$75,000 and you are able to demonstrate to the arbitrator that you are economically unable to pay your portion of the Arbitration Fees or if the arbitrator otherwise determines for any reason that you should not be required to pay your portion of the Arbitration Fees, we will pay your portion of such fees. In addition, if you demonstrate to the arbitrator that the costs of arbitration will be prohibitive as compared to the costs of litigation, we will pay as much of the Arbitration Fees as the arbitrator deems necessary to prevent the arbitration from being cost-prohibitive. Any payment of attorneys' fees will be governed by the AAA Rules.

### **Confidentiality**

All aspects of the arbitration proceeding, and any ruling, decision, or award by the arbitrator, will be strictly confidential for the benefit of all parties.

### **Severability**

If a court or the arbitrator decides that any term or provision of this *Arbitration Agreement* (other than the *Prohibition of Class and Representative Actions and Non-Individualized Relief* section above) is invalid or unenforceable, the parties agree to replace such term

or provision with a term or provision that is valid and enforceable and that comes closest to expressing the intention of the invalid or unenforceable term or provision, and this *Arbitration Agreement* will be enforceable as so modified. If a court or the arbitrator decides that any of the provisions of the *Prohibition of Class and Representative Actions and Non-Individualized Relief* section are invalid or unenforceable, then the entirety of this *Arbitration Agreement* will be null and void, unless such provisions are deemed to be invalid or unenforceable solely with respect to claims for public injunctive relief. The remainder of this *Arbitration Agreement* will continue to apply.

#### **Future Changes to this Arbitration Agreement**

Notwithstanding any provision in this Agreement to the contrary, if we make any future change to this Arbitration Agreement (other than a change to the Notice Address) while you have a secured charge card account, you may reject any such change by sending us written notice within 30 days of the change to the Notice Address. By rejecting any future change, you are agreeing that you will arbitrate any dispute covered by this Arbitration Agreement in accordance with the terms of this Arbitration Agreement as of the date you first accepted this Agreement (or accepted any subsequent changes to this Agreement).

## SECURITY INTEREST; COLLATERAL

The Card is secured by and you grant us a security interest in the Security Account you have established with Meridian Bank which is governed by the Security Agreement.

**Security Interest.** You authorize us to limit your ability to withdraw or transfer all or part of the funds in your Security Account as reasonably necessary to ensure that (1) your Card Account Balance does not exceed the available balance in your Security Account at any given time; and (2) to preserve our rights under the Security Agreement.

**Events of Default.** You will be in default if:

- (1) You fail to make any payment required under the terms of this Agreement when it is due;
- (2) Any required payment you make is rejected, not paid or cannot be processed;
- (3) You exceed your Credit Limit;
- (4) You file or become the subject of a bankruptcy or insolvency proceeding;
- (5) You are unable or unwilling to repay your obligations, including upon death, or legally declared incapacity;
- (6) We determine that you made a false, incomplete, or misleading statement to us, or you otherwise tried to defraud us;
- (7) You do not comply with any term of this Agreement or any other agreement with us;
- (8) You relocate outside the United States with a non-U.S. mailing address; or
- (9) We receive a garnishment, attachment or other levy upon your Security Account, or the Security Account is subject to any other legal proceeding.

In order to help you avoid an event of default, in our sole discretion we may access your Security Account balance as per the terms of the Security Agreement. You agree that you are solely responsible for ensuring that no event of default is triggered.

If you are in default, we may take certain actions with respect to your Card. For example, depending on the default, we may take the following actions, without notifying you, unless the law says that we must give you notice:

- (1) Close or suspend your Card;
- (2) Deactivate or cancel your Card;
- (3) Reduce your Credit Limit;
- (4) Demand that you immediately pay the total balance owing on your Card Account Balance;
- (5) Continue to charge you interest and fees if applicable (as set forth in the Truth in Lending Disclosures) as long as your Card Account Balance remains outstanding; and/or
- (6) File a lawsuit against you or pursue another action that is not prohibited by law. If we file a lawsuit, you agree to pay our court costs, expenses, and attorney fees, unless the law does not allow us to collect these amounts.

Notwithstanding the foregoing, if your Card is 180 or more days past due, is part of a bankruptcy or insolvency proceeding, or is otherwise charged off, the total balance on your Card is immediately due and payable.

## STATE DISCLOSURES

**California Residents:** A married applicant may apply for a separate Card. After credit approval, each applicant shall have the right to use the Card up to the limit of the Card.

**California and Utah Residents:** As required by law, you are hereby notified that a negative credit report reflecting on your credit record may be submitted to a consumer reporting agency if you fail to fulfill the terms of your credit obligations.

**Delaware Residents:** Service charges not in excess of those permitted by law will be charged on the outstanding balances from month to month.

**New York and Vermont Residents:** We may obtain your credit reports for any legitimate purpose associated with the Card, including but not limited to reviewing, modifying, renewing and collecting on your Card. On your request, we will inform you of the names and addresses of any consumer reporting agencies that have furnished the reports. New York residents may contact the New York State Department of Financial Services by telephone or visit its website for free information on comparative credit card rates, fees and grace periods. New York State Department of Financial Services: 1-800- 342-3736 or <http://www.dfs.ny.gov>.

**Ohio Residents:** Ohio anti-discrimination laws require creditors to make credit equally available to all creditworthy customers and that credit reporting agencies maintain separate credit histories on individuals upon request. The Ohio Civil Rights Commission administers compliance with these laws.

**Oregon Residents:** Service charges not in excess of those permitted by law will be charged on the outstanding balances from month to month. You may pay more than the minimum payment due, up to your entire outstanding balance, at any time.

**Washington State Residents:** In accordance with the Revised Code of Washington Statutes, Section 63.14.167, you are not responsible for payment of interest charges that result solely from (i) a merchant's failure to transmit to us within seven working days a credit for goods or services accepted for return or forgiven, provided you have notified us of the merchant's delay in posting such credit, or (ii) our failure to post such credit to your Card within three working days of our receipt of the credit from the merchant.

**Notice to Married Wisconsin Residents:** No provision of any marital property agreement, unilateral agreement, or court decree under Wisconsin's Marital Property Act will adversely affect a creditor's interest unless, prior to the time credit is granted, the creditor is furnished a copy of that agreement or decree or is given complete information about the agreement or decree. **Wisconsin marital property law requires us to collect certain information about your spouse in order to provide notice that we have extended credit to you under this credit plan.**