

## **IMPRINT TERMS OF SERVICE**

The Terms of Service include the Cardholder Agreement, the Secured Account Agreement, and the Electronic Fund Transfer Agreement, which collectively govern your use of your card and your Imprint account.

## **CARDHOLDER AGREEMENT**

<b>Fees</b>	
<b>Annual Fee</b>	<b>None</b>
<b>Transaction Fees</b>	<b>None</b>
<b>Penalty Fees</b> <ul style="list-style-type: none"><li>• Late Payment</li><li>• Returned Payment</li><li>• Over-the-Credit Limit</li></ul>	<b>None</b> <b>None</b> <b>None</b>
<b>Other Fees</b>	<b>None</b>

**How We Will Calculate Your Balance:** This is a secured charge card account, which means the balance must be paid in full every billing period. To calculate your balance, we add the transactions on your account in the billing period to any outstanding balance from the previous billing period, and subtract any payments and credits received during the billing period. See the Card Account Balance section of this Cardholder Agreement for more details.

**Billing Rights:** Information on your rights to dispute transactions and how to exercise those rights is provided in this Cardholder Agreement.

## Welcome to Imprint!

**Please read all parts of this Agreement, including the arbitration provision, and keep it for your records.**

Your Imprint Account is issued by First Electronic Bank, an FDIC-insured bank (“**FEB**”) and is distributed and serviced by Imprint Payments, Inc. (“**Imprint**”) on behalf of FEB. Your Imprint Account consists of a secured charge card account (“**Card Account**”) and a deposit account that is used to secure your obligations in connection with your Card Account (“**Secured Account**”). This Cardholder Agreement (“**Agreement**”) governs use of your Card Account and is a legal agreement between you and FEB. The following terms together with any supplements or amendments to these terms make up your Agreement. By using or permitting others to use your Card Account, you are agreeing to be bound by the terms of this Agreement. The Secured Account Agreement governs the Secured Account. For more information on your Secured Account, please refer to the Secured Account Agreement provided below.

As used in this Agreement, “**you**” and “**your**” mean the person who applied for this Card Account, the person who opened this Card Account, and anyone who agrees to pay for this Card Account. “**Us**,” “**we**” and “**our**” mean FEB and any of our successors, assigns, agents and service providers.

## 1. YOUR ACCOUNT

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### Your Card

You may request one or more physical, digital or virtual cards or other devices (including a card number) in order to access the Available Credit on your Card Account. In this agreement, the term “**Card**” will be used to refer to any of these cards and/or devices. Each Card associated with your Card Account is subject to this Cardholder Agreement, and each may have its own rewards program and other benefits, as outlined in the Rewards and other Benefits section below and in any Rewards Program Terms and Conditions associated with each Card.

### Using Your Account

You may use your Card to purchase goods or services or make any other transaction we permit. We call each of these a “**Transaction**” and, together, “**Transactions**.” You are responsible for any use of your Card Account, whether by you or any other person that you may allow to use the Card Account (including through use of a Card, smartphone, tablet or other electronic device, or any mobile wallet or similar application). You are responsible for all Transactions made on your Card Account, as well as any adjustments or other amounts charged to your Card Account. You may authorize a merchant or other third party to make scheduled or recurring charges to your Card Account. If your Card Account is closed or suspended, your Card number or Card expiration date changes, or you want to terminate a scheduled or recurring charge, you must contact the merchant or other third party directly.

### Approving and Declining Transactions

Each Transaction is subject to our approval. We may decline any Transaction for any reason, even if you have sufficient Available Credit on your Card Account. We may limit the number of Transactions we approve for your Card Account in a single day.

If we detect unusual, suspicious or illegal activity, we may decline your Transactions and we may suspend or close your Card Account. If we approve any Transaction that we deem to be illegal or a violation of this Agreement, this Agreement will still govern that Transaction and you will remain liable for the Transaction. We are not liable for any losses if we close or suspend your Card Account or decline any Transaction. We are not responsible if any merchant refuses to accept your Card.

### **Foreign Currency Conversions**

If you make a purchase in a foreign currency, Visa will convert the purchase amount in the foreign currency into U.S. dollars using its own currency conversion procedures and send us the converted amount, unless you accept a specified amount in U.S. dollars at the time of the purchase. The exchange rate used to convert the purchase to U.S. dollars may differ from the rate that was in effect when you made the purchase or when the purchase posted to your Account. If any purchase made in a foreign currency is returned or exchanged, the exchange rate is determined as of the date of the return or exchange.

### **Lost or Stolen Card and Unauthorized Use**

If your Card or any other means to access your Card Account is lost or stolen, or you think someone used your Card without permission, you should immediately lock your account and/or request a new card, either through the Imprint app or by contacting us by email at [support@imprint.co](mailto:support@imprint.co) or by phone at (888) 410-3664. You must try to prevent the unauthorized use of your Card Account and any Card, including through use of a smartphone, tablet or other electronic device, or any mobile wallet or similar application.

You are responsible for any unauthorized use of your Card if we reasonably determine, based on substantial evidence, that you were fraudulent or negligent in the handling of your Card, including through use of a smartphone, tablet or other electronic device, or any mobile wallet or similar application. You are responsible for any unauthorized use of your Card if you did not exercise reasonable care in safeguarding your Card from risk of loss of theft or, upon becoming aware of such loss or theft, did not promptly report it to us.

### **Rewards and Other Benefits**

The specific Cards associated with your Card Account may offer certain rewards or other benefits described in the Rewards Program Terms and Conditions associated with each brand partner. We may change the terms for such rewards and other benefits, or discontinue them, at any time for any reason, according to the Rewards Program Terms and Conditions governing each such program.

### **Secured Account**

Your Card Account is secured by the funds in the Secured Account that is required for the ongoing use of your Card Account, as described in the Secured Account Agreement. Per the Secured Account Agreement and Electronic Fund Transfer Agreement, you must link an external bank account to your Secured Account in order to first use your Card, and maintain that link to continue using your Card (the “**Linked Bank Account**”). The Linked Bank Account must represent your primary bank account from which you make regular transactions, including income (such as direct deposits) and other deposits and to satisfy your regular obligations (such as rent or monthly bill payments) and make other withdrawals. If your Linked Bank Account no

longer satisfies this requirement, you must promptly link a new external bank account that currently represents your primary bank account from which you make regular transactions.

Should you fail to pay your balance in full prior to the due date or you otherwise violate the terms of this Agreement, the funds in your Secured Account may be used to satisfy the outstanding Card Account Balance, as described in the Account Default section below and as further described in the Secured Account Agreement.

### **Card Account Balance**

At any point, the outstanding account balance on your Card Account (“**Card Account Balance**”) is the amount that you have spent on your Card Account that has not yet been paid off. To calculate your Card Account Balance, we add the Transactions on your Card Account in the billing period to any outstanding balance from the previous billing period, and subtract any payments and credits received during the billing period. You may pay down the Card Account Balance at any time using funds from the Linked Bank Account, as defined below.

If at any point your Card Account Balance exceeds the balance in your Secured Account (e.g., because a final Transaction amount exceeds the amount initially authorized when you used your card to make a transaction (the “**Authorization Amount**”)), we may initiate a transfer from your Linked Bank Account for the difference. We may also, at our sole discretion, limit your ability to use your Card Account, including but not limited to your ability to make additional Transactions on your Card until the difference is either added to your Secured Account or paid off on your Card Account Balance.

### **Spend Limit**

Generally, your spend limit is equal to the balance in your Secured Account (the “**Spend Limit**”), subject to the Maximum Balance, as defined in the Secured Account Agreement.

Deposits from your Linked Bank Account into your Secured Account will increase your Spend Limit within one Business Day after the transfer is settled. A “**Business Day**” is Monday through Friday, excluding federal holidays.

At our discretion, we may elect to increase your Spend Limit between the time a transfer is initiated to your Secured Account and the time that transfer settles. If we increase your Spend Limit prior to the settlement of an external transfer, that does not obligate us to do so again at any time in the future.

### **Available Credit**

The amount that you have available to spend on your Card Account (the “**Available Credit**”) is equal to the difference between your Spend Limit and your Card Account Balance. The Available Credit may be impacted by pending purchases, merchant credits for returns, reward program adjustments and authorization holds.

If you attempt to complete a Transaction that would exceed your Available Credit, we may decline the Transaction and you must transfer additional funds into your Secured Account or make a payment on your Card Account Balance in order to proceed with the Transaction. The transfer of additional funds into your Secured Account can be done by making a manual transfer or as an automatic transfer as described in the Automatic Fund Transfers section of this agreement below. If at any time you have negative Available Credit, you are obligated to immediately make a payment to bring your Available Credit to at least \$0, or we may, at our sole

discretion, initiate an automatic transfer from your Linked Bank Account in the amount of the negative Available Credit. We may also, at our sole discretion, limit your ability to use your Card Account, including but not limited to your ability to make additional Transactions on your Card, until the negative Available Credit is eliminated.

### **Automatic Fund Transfers**

You authorize us, at our sole discretion, to automatically transfer funds from your Linked Bank Account to your Secured Account whenever you attempt a Transaction when your Available Credit is less than the Transaction amount in order to ensure you have sufficient Available Credit in your Card Account to complete the Transaction. There is no preset limit for the size, amount or frequency of these transfers into your Secured Account.

If you disconnect your Linked Bank Account, you will no longer have access to these automatic transfers. We also reserve the right, at any time and at our sole discretion, to limit or decline any automatic transfer for any reason. For example, we may limit your access to automatic transfers if, among other reasons, we determine that there is a high likelihood that the transfer into your Secured Account will fail, which could result in your Card Account having negative Available Credit after the Transaction is completed. We may also limit your access to automatic transfers even if you pay on time and your Card Account is not in default. If we allow a Transaction based on an automatic transfer into the Secured Account, that does not obligate us to do so again at any time in the future. If an automatic transfer fails to clear and results in a negative Available Credit, you are obligated to immediately pay down your Card Account Balance or transfer additional funds into your Secured Account as described in the Available Credit section of this agreement.

By using your Card, you hereby authorize us to automatically debit your Linked Bank Account as necessary to ensure that you have sufficient Available Credit to complete any Transaction made with your Card, subject to the Secured Account Agreement. We may resubmit any transfer that is returned for insufficient or uncollected funds or that is returned for any other reason, except as otherwise provided by the Automated Clearing House (ACH) rules or applicable law. Although Imprint does not charge fees on your Card Account, if your automatic transfer is rejected, you may be subject to fees from your external financial institution such as insufficient fund fees, reversal fees, or overdraft fees. You should confirm that there are sufficient funds in your Linked Bank Account to avoid failed transfers that may result in these third-party fees.

Use of these automatic transfers may also result in multiple transfers into your Secured Account if, among other reasons, the final Transaction amount exceeds the Authorization Amount.

## **2. PAYMENTS**

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### **Your Payment Due Each Billing Period**

You must pay your Card Account Balance in full by the payment due date shown on your billing statement each billing period.

### **How We Apply Payments to Your Card Account**

We will apply any payments we receive on your Card Account to your outstanding Card Account Balance. Once your outstanding Card Account Balance is zero dollars (\$0), we will deposit any remaining funds into your Secured Account.

## **Payment Instructions**

You must follow the instructions below when making a payment on your Card Account.

- You must pay in U.S. dollars from a deposit account held at a U.S. financial institution.
- You must follow any additional payment instructions shown on your billing statement.

If you follow our payment instructions, we will credit your payment as of the day we receive it. We reserve the right to reject any payments that are not made in accordance with this Agreement or the instructions that we provide. If you do not follow the instructions in this Agreement or on your billing statement, this may cause a delay in crediting your Card Account or we may accept your payment without losing our rights. In either case, this may result in your Card Account being considered to be in default. We may process a late payment, a partial payment or a payment marked with any restrictive language. If we do, that action will have no effect on our rights and the restrictive language will have no force or effect. Any payment that overdraws a Linked Bank Account used for payment can best be addressed by contacting the financial institution where that account is held.

Your payment must be received by us by 5:00 pm Eastern Time on a Business Day in order to be considered timely. When your payment due date falls on a non-Business Day, we will credit payments received on your Card Account on the subsequent Business Day and consider them to have been made on the previous Business Day.

We may accept payments marked or otherwise indicated as “payment in full” even when the payment does not fully satisfy the outstanding Card Account Balance without forgoing our rights to require full payment of all amounts due.

## **Paying Off Your Card Account Balance**

We will transfer funds from your Secured Account to your Card Account in the amount of your Card Account Balance without sending you notice or demand for payment if we do not receive payment in full for your Card Account Balance prior to the payment due date shown on your billing statement.

### **3. FEES**

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**There are no fees associated with your Card Account.**

### **4. PRIVACY**

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Any information we collect from you in connection with your Card Account will be governed by our Privacy Notice that was provided with your new Card Account materials.

### **5. ACCOUNT DEFAULT**

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We will consider any of the following as an “event of default” under this Agreement, to the extent permitted by applicable law:

- You fail to pay the full Card Account Balance by the payment due date, in accordance with this Agreement;

- You file for bankruptcy or become the subject of a bankruptcy or some other insolvency proceeding;
- You have a returned payment;
- You fail to honor the terms of this Agreement;
- You default under any other agreement you have with us, including any Rewards Program Terms and Conditions; or
- You become legally incapacitated or are deceased.

If an event of default occurs, then we may take any of the following actions, subject to applicable law:

- Transfer funds from your Secured Account and apply such amounts to the Card Account Balance;
- Limit or fully restrict your ability to use automatic fund transfers into your Secured Account;
- Decline or otherwise limit your ability to make Transactions;
- Require immediate payment of your total Card Account Balance;
- Close or suspend your Card Account;
- Exercise any other right available under applicable law.

We may also close or suspend your Card Account for any other reason, or for no reason. We may do this at any time, without notifying you, as allowed by law. We may cancel one of your current Cards and issue you a substitute Card at any time.

You may close your Card Account at any time by notifying us via email at [support@imprint.co](mailto:support@imprint.co) or by calling us at (888) 410-3664. If we close or suspend your Account, or if you close your Card Account, you are still obligated to pay any amounts you owe on the Card Account, even if they post to your Card Account after it is closed or suspended.

## **6. NOTICES AND COMMUNICATIONS**

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### **Contacting Us**

Except as otherwise set forth in this Agreement, you may contact us with questions or other matters about your Card Account by emailing us at [support@imprint.co](mailto:support@imprint.co) or by calling us at (888) 410-3664.

### **Communications with You**

You agree that we and each of our affiliates and merchant partners may contact you at any telephone number, email address or mailing address you give to us or that we obtain in other ways. This includes communications to mobile, cellular/wireless, or similar devices. We may contact you by live operator, automatic telephone dialing systems, artificial or prerecorded voice message systems, text messaging systems, automated email systems or other systems. We may monitor or record our telephone calls with you. We will not be liable for any charges that you incur in connection from your plan provider for communications we send to you, as well as communications you send to us. If you wish to opt-out of text messages and/or automated phone calls, please email us at [support@imprint.co](mailto:support@imprint.co).

## Notices

We may send any notices to you (including by email or other electronic transmission) to any address we maintain for you in our records. Any notice that we send to you will be effective and deemed delivered as soon as we send it or when it is made available in your Imprint app or via email.

## Changes to Account Information

You agree to notify us immediately of any change to your name, mailing or email address, or telephone number. If you do not, or if we ask you to verify your Card Account information and you cannot, we may suspend or close your Card Account.

## **7. DISPUTE RESOLUTION, AGREEMENT TO ARBITRATE AND CLASS ACTION WAIVER**

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**This Arbitration Provision does not apply to members of the Armed Forces and their dependents who are entitled to protection under the Military Lending Act (10 U.S.C. § 987). If you would like more information about whether you are entitled to protection under the Military Lending Act, you may contact us at (888) 410-3664.**

**Please read this Arbitration Provision carefully, as it will have a substantial impact on how legal claims you and we have against each are resolved.**

**You have the right to opt-out of (not be bound by) this Arbitration Provision as described below. If you do not do so:**

- (a) You are waiving your right to have a jury or a court, other than a small claims court or similar court of limited jurisdiction, resolve any claim that is subject to arbitration; and**
- (b) You are waiving your right to serve as a representative, as a private attorney general, or in any other representative capacity, and/or to participate as a member of a class of claimants, in court or in arbitration with respect to any claim that is subject to arbitration.**

THEREFORE, YOU ACKNOWLEDGE AND AGREE AS FOLLOWS:

### ARBITRATION PROVISION.

(a) General: Either you or we may elect to arbitrate or require the other party to arbitrate any Claim (as defined below) under the following terms and conditions. If you or we elect to arbitrate a Claim, neither you nor we will have the right to: (i) have a court or a jury decide the Claim; (ii) participate in a class action in court or in arbitration, either as a class representative or a class member; (iii) act as a private attorney general in court or in arbitration; or (iv) join or consolidate your Claim(s) with claims of any other person. If the foregoing, precluding public injunctive relief (or private attorney general claims), is found to be illegal or unenforceable, the remainder will remain in effect, with an arbitration award issued before any court proceeding begins. The right to appeal and the right to discovery are more limited in arbitration than in court. Other rights that you would have if you went to court may also not be available in arbitration.

(b) Definitions: The following definitions apply to this Arbitration Provision, even if terms defined in this Arbitration Provision are defined differently elsewhere in this Agreement: (i) "We," "us" and "our" mean First Electronic Bank or any subsequent holder of this Agreement. Also, these



terms include the parents, subsidiaries, affiliates and successors of such company, as well as the officers, directors, agents and employees of any of the foregoing. These terms also include any party named as a co-defendant with us in a Claim asserted by you, such as marketing companies, credit bureaus, credit insurance companies, credit card or loan servicers and debt collectors. "You," "your" and "yours" include each and every cardholder. (ii) "Administrator" means the American Arbitration Association ("AAA"), 1633 Broadway, 10th Floor, New York, NY 10019, [www.adr.org](http://www.adr.org), 800-778-7879; JAMS, 620 Eighth Avenue, 34th Floor, New York, NY 10018, [www.jamsadr.com](http://www.jamsadr.com), 800-352-5267; or any other company selected by mutual agreement of the parties. If both AAA and JAMS cannot or will not serve and the parties are unable to select an Administrator by mutual consent, the Administrator will be selected by a court. The party initiating an arbitration selects the Administrator. Notwithstanding any language in this Arbitration Provision to the contrary, no arbitration may be administered, without the consent of all parties to the arbitration, by any Administrator that has in place a formal or informal policy that would purport to override subsection (d) below, captioned "No Class Actions" (the "Class Action Waiver"). (iii) "Claim" means any claim, dispute or controversy between you and us that in any way arises from or relates to this Agreement or the Account, including disputes arising from actions or omissions prior to the date of this Agreement. "Claim" has the broadest reasonable meaning, and includes initial claims, counterclaims, cross-claims and third-party claims. It includes disputes based upon contract, tort, consumer rights, fraud and other intentional torts, constitution, statute, regulation, ordinance, common law and equity (including any claim for injunctive or declaratory relief). However, it does not include disputes about the validity, enforceability, coverage or scope of this Arbitration Provision or any part thereof (including, without limitation, the Class Action Waiver, the final sentence in subsection (j) under the caption "Survival, Severability, Primacy" and/or this sentence); all such disputes are for a court and not an arbitrator to decide. However, any dispute or argument that concerns the validity or enforceability of this Agreement as a whole is for the arbitrator, not a court, to decide. Claim does not include: (1) any individual action brought by you or us in small claims court or your state's equivalent court, unless such action is transferred, removed, or appealed to a different court; (2) the exercising of any self-help rights by you or us or (3) any individual action in court by one party that is limited to preventing the other party from using a self-help remedy and that does not involve a request for damages or monetary relief of any kind. The institution and/or maintenance of any such right, action or litigation will not constitute a waiver of the right of either of the parties to compel arbitration regarding any other dispute subject to arbitration pursuant to this Arbitration Provision.

(c) Starting or Demanding Arbitration: To start an arbitration, the party asserting the Claim (the "Claimant") must commence the arbitration in accordance with the Administrator's rules. To require arbitration of a Claim, the party defending the Claim (the "Defending Party") must give the Claimant a written demand for arbitration. This demand may be given after a lawsuit has been filed and may be given in papers or motions in the lawsuit. If an arbitration is commenced or an arbitration demand is given, the Claim shall be resolved by arbitration under this Arbitration Provision and the applicable rules of the Administrator then in effect.

(d) No Class Actions: Notwithstanding any language herein to the contrary, if you or we elect to arbitrate a Claim, neither you nor we will have the right to: (i) participate in a class action in court or in arbitration, either as a class representative, class member or otherwise; (ii) act as a private attorney general in court or in arbitration; or (iii) join or consolidate Claims by or against you with claims by or against any other person, and the arbitrator shall have no authority to conduct any such class, private attorney general or multiple-party proceeding.

(e) Location and Costs: Any arbitration hearing that you attend will take place in a location that is reasonably convenient for you. If you cannot obtain a waiver of the Administrator's or arbitrator's filing, administrative, hearing and/or other fees, we will consider in good faith any request by you for us to bear such fees. We will pay for our own attorneys, experts and witnesses and will pay the reasonable fees and charges of your attorneys, experts and witnesses if and to the extent you prevail in the arbitration. Even if you do not win the arbitration, we will pay any of the Administrator's or arbitrator's filing, administrative, hearing and/or other fees, and the fees and charges of your attorneys, experts and witnesses, if and to the extent we are required to pay such fees and charges by law or the Administrator's rules or in order to make this Arbitration Provision enforceable.

(f) Arbitrator Selection: The arbitrator will be appointed by the Administrator in accordance with the rules of the Administrator. However, unless the parties agree otherwise, the arbitrator must be a retired or former judge or a lawyer with at least 10 years of experience.

(g) Discovery; Getting Information: In addition to the parties' rights under the Administrator's rules to obtain information prior to the hearing, either party may ask the arbitrator for more information from the other party. The arbitrator will decide the issue in his or her sole discretion, after allowing the other party the opportunity to object.

(h) Effect of Arbitration Award: Any court with jurisdiction may enter judgment upon the arbitrator's award. The arbitrator's award will be final and binding, except for: (1) any appeal right under the Federal Arbitration Act, 9 U.S.C. §1 et seq. (the "FAA"); and (2) Claims involving more than \$50,000. If permitted by the Administrator's rules, for Claims involving more than \$50,000, any party may appeal the award to a three-arbitrator panel appointed by the Administrator, which will reconsider anew any aspect of the initial award that is appealed. The panel's decision will be final and binding, except for any appeal right under the FAA. The costs of any appeal will be borne in accordance with subsection (e) above, captioned "Location and Costs."

(i) Governing Law: This Agreement governs Transactions involving interstate commerce and accordingly this Arbitration Provision shall be governed by the FAA and not by any state law concerning arbitration. The arbitrator shall follow applicable substantive law to the extent consistent with the FAA, applicable statutes of limitation and privilege rules that would apply in a court proceeding, and shall be authorized to award all remedies available in an individual lawsuit under applicable substantive law, including, without limitation, compensatory, statutory and punitive damages (which shall be governed by the constitutional standards applicable in judicial proceedings), declaratory, injunctive and other equitable relief, and attorneys' fees and costs. Upon the timely request of either party, the arbitrator shall write a brief explanation of the basis of his or her award. The arbitrator will follow rules of procedure and evidence consistent with the FAA, this Arbitration Provision and the Administrator's rules.

(j) Survival, Severability, Primacy: This Arbitration Provision shall survive the termination of this Agreement, your fulfillment or default of your obligations under this Agreement and/or your or our bankruptcy or insolvency (to the extent permitted by applicable law). In the event of any conflict or inconsistency between this Arbitration Provision and the Administrator's rules or other provisions of this Agreement, this Arbitration Provision will govern. If any portion of this Arbitration Provision, other than the Class Action Waiver, is deemed invalid or unenforceable, the remaining portions shall nevertheless remain in force. If a determination is made with respect to any Claim that the Class Action Waiver is unenforceable, only this sentence of the Arbitration Provision will remain in force and the remaining provisions shall be null and void, provided that the determination concerning the Class Action Waiver shall be subject to appeal.

(k) Amendment/Termination: Notwithstanding any provision of this Agreement to the contrary, we will not amend this Arbitration Provision in a manner that adversely affects your rights or responsibilities in a material manner unless we give you a right to reject the amendment and/or the Arbitration Provision in its entirety.

(l) Notice and Cure: Prior to initiating a lawsuit or arbitration regarding a Claim, the Claimant shall give the Defending Party written notice of the Claim (a "Claim Notice") and a reasonable opportunity, not less than 30 days, to resolve the Claim on an individual basis. Any Claim Notice to you shall be sent in writing by mail to the address for you maintained in our records. Any collection letter we send to this address shall be deemed to be a Claim Notice. Any Claim Notice to us shall be sent to us by certified mail, return receipt requested, at First Electronic Bank c/o Imprint Payments, Inc., PO Box 1165, New York, NY 10276 (or such other address as we subsequently provide you). Any Claim Notice you send must provide your Account Number and telephone number. Any Claim Notice must explain the nature of the Claim and the relief that is demanded. The Claimant must reasonably cooperate in providing any information about the Claim that the Defending Party reasonably requests. Upon receipt of a Claim Notice, we will credit your Account for the standard cost of a certified letter.

(m) Special Payment: If (i) you submit a Claim Notice on your own behalf (and not on behalf of any other party) in accordance with subsection (l), captioned "Notice and Cure" (including the timing requirements thereof); (ii) we refuse to provide you with the relief you request; and (iii) an arbitrator subsequently determines that you were entitled to such relief (or greater relief), the arbitrator shall award you at least \$7,500 in addition to the attorney, witness and expert fees and costs to which you are entitled.

(n) RIGHT TO REJECT ARBITRATION: You may reject this Arbitration Provision by sending us a written rejection notice in accordance with this subsection (n). We must receive the rejection notice within 45 days after we mail you a Card. You may not reject arbitration by phone or by any method other than the method described in this subsection (n). In order for a rejection notice to be valid and effective, it must: (i) state that you (or both or all of you, if more than one) wish to reject the Arbitration Provision; (ii) state your name, address and Account number; and (iii) be signed by you (or both or all of you, if more than one). If you reject this Arbitration Provision, that will not affect any other provision of this Agreement.

## **8. MILITARY LENDING ACT**

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The Military Lending Act (10 U.S.C. § 987) provides protections for certain members of the Armed Forces and their dependents ("**Covered Borrowers**"). This section applies to Covered Borrowers.

### **Statement of Military APR**

Federal law provides important protections to members of the Armed Forces and their dependents relating to extensions of consumer credit. In general, the cost of consumer credit to a member of the Armed Forces and his or her dependent(s) may not exceed an annual percentage rate of 36 percent. This rate must include, as applicable to the credit transaction or account: The costs associated with credit insurance premiums; fees for ancillary products sold in connection with the credit transaction; any application fee charged (other than certain application fees for specified credit transactions or accounts); and any participation fee charged (other than certain participation fees for a credit card account).

**Oral Disclosures:** In order to hear important disclosures and payment information about this Agreement, you may call (888) 410-3664.

**Applicability of Arbitration Provision:** The Arbitration Provision set forth in this Agreement does not apply to you if, as of the date of this Agreement, you are a Covered Borrower.

## **9. AMENDMENT**

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We may change the terms of this Agreement at any time in our sole discretion, subject to applicable law. We will provide you notice of changes to this Agreement if required to do so by applicable law.

## **10. MISCELLANEOUS**

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### **No Warranty Regarding Merchant Goods or Services**

We are not responsible for the quality, safety, legality, timeliness, or any other aspect of any goods or services you purchase with your Card.

### **Assignment**

We may sell, assign or transfer your Card Account or any of our rights and obligations under this Agreement to a third party. You may not sell, assign or transfer your Card Account or any of your obligations under this Agreement.

### **Governing Law**

Federal law and the laws of Utah govern the terms and enforcement of this Agreement without regard to rules concerning conflicts of law or choice of law.

### **Collection Costs**

If we refer the collection of your Card Account to an attorney who is not our salaried employee, you will be liable to us for our legal costs as allowed by law. These costs may include reasonable attorneys' fees and the costs and expenses of any legal action.

### **Unforeseen Circumstances**

Access to your Card Account, including the use of your Card, and other services that we may offer, might be unavailable from time to time due to circumstances beyond our control (such as fires, floods, natural disasters, system failures or other unpredictable events). We are not responsible or liable if this happens.

### **Language**

The section headings in this Agreement are for convenience only and do not in any way define or limit your or our rights or obligations in this Agreement. As used in this Agreement, the terms "including" or "includes" mean "including, but not limited to" or "includes but is not limited to."

### **Enforcement of Agreement**

If any provision of this Agreement is found to be unenforceable, all other provisions of the Agreement will remain in full force effect.

## No Waiver

We will not waive or lose our rights under this agreement because we fail to enforce at any time any of the provisions of this Agreement, to exercise any election or option provided in this Agreement, to require at any time your performance of any of the provisions of this Agreement, or to enforce our rights under applicable law.

## 11. YOUR BILLING RIGHTS

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### YOUR BILLING RIGHTS: KEEP THIS DOCUMENT 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 BILLING STATEMENT

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

Imprint Customer Support

PO Box 1165

New York, NY 10276

You may also contact us by email at [support@imprint.co](mailto:support@imprint.co).

In your letter, give us the following information:

- **Account information:** Your name and account number.
- **Dollar amount:** The dollar amount of the suspected error.
- **Date of transaction(s):** The date(s) on which the suspected error(s) occurred.
- **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 billing statement.
- At least 3 business days before an automated payment is scheduled, if you wish to stop payment on the amount you think is wrong.

You must notify us of any potential errors in writing or electronically. 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 letter, we must tell you that we received your letter. We will also tell you if we have already corrected the error.

2. Within 90 days of receiving your letter, 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 billing statement, and we may continue to charge you interest on that amount.
- While you do not have to pay the amount in question, you are responsible for the remainder of your balance.
- We can apply any unpaid amount against your credit limit.

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 or any interest or other fees related to that amount.
- If we do not believe there was a mistake: You will have to pay the amount in question, along with applicable interest and fees. We will send you a statement of the amount you owe and the date payment is due. We may then 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 CARD PURCHASES**

If you are dissatisfied with the goods or services that you have purchased 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 are 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 of the criteria above are met and you are still dissatisfied with the purchase, contact us in writing or electronically at PO Box 1165, New York, NY 10276 and [support@imprint.co](mailto:support@imprint.co).

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 report you as delinquent.

## **12. STATE NOTICES**

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### **CALIFORNIA RESIDENTS**

If you are married, you may apply for a separate account.

After credit approval, each applicant shall have the right to use the Account up to the limit of the Account.

### **IOWA RESIDENTS**

IMPORTANT: READ BEFORE SIGNING. The terms of this Cardholder Agreement should be read carefully because only those terms in writing are enforceable. No other terms or oral promises not contained in this written Cardholder Agreement may be legally enforced. You may change the terms of this Cardholder Agreement only by another written agreement.

### **KENTUCKY RESIDENTS**

You may pay the unpaid balance of your Account in whole or in part at any time.

### **MARYLAND RESIDENTS**

You have the right under Maryland Commercial Law Code Section 12-510 to receive an answer to a written inquiry concerning the status of your Account.

### **NEW HAMPSHIRE RESIDENTS**

If You prevail in any action, suit or proceeding we bring or in an action You bring in connection with this Cardholder Agreement, reasonable attorneys' fees shall be awarded to You. If You successfully assert a pertinent defense, set off, recoupment or counterclaim to an action brought by us, the court may withhold from us the entire amount or such portion of the attorneys' fees as the court deems appropriate.

### **NEW JERSEY RESIDENTS**

All provisions of this agreement are valid, enforceable and applicable in New Jersey.

### **NEW YORK RESIDENTS**

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: 1-877-226-5697 or <http://www.dfs.ny.gov>.

### **OHIO RESIDENTS**

The Ohio laws against discrimination require that all creditors make credit equally available to all creditworthy customers, and that credit reporting agencies maintain separate credit histories on each individual upon request. The Ohio Civil Rights Commission administers compliance with this law.

## **WISCONSIN RESIDENTS**

No provision of any marital property agreement, unilateral statement under Section 766.59 of the Wisconsin statutes or court order under Section 766.70 adversely affects the interest of the creditor, unless the Bank, prior to the time credit is granted is furnished a copy of the agreement, statement or decree or has actual knowledge of the adverse provision when the obligation to the Bank is incurred.

### **13. USA PATRIOT ACT NOTICE**

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To help the government fight the funding of terrorism and money laundering activities, federal law requires all financial institutions to obtain, verify, and record information that identifies each person who opens an Account. What this means for you: When you open an Account, we will ask for your name, address, birthday, and other information that will allow us to identify you. We may also ask to see other identifying documents.

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## **SECURED ACCOUNT AGREEMENT**

This Secured Account Agreement sets forth the terms and conditions of the Secured Account associated with your Imprint Account. The **"Secured Account"** is a deposit account held at First Electronic Bank, Member FDIC and its successors and assigns (collectively, **"FEB," "we," "us,"** or **"our"**), and is used to secure obligations on the secured charge card account (**"Card Account"**) associated with your Imprint Account. The terms **"you," "your,"** and **"yours"** mean you and any other person who is contractually liable under the agreement governing the Card Account (**"Cardholder Agreement"**). The Imprint Account is serviced by Imprint Payments, Inc. (**"Imprint"**) on behalf of FEB, and any FEB rights, responsibilities or obligations under this Secured Account Agreement may be performed or otherwise delegated to Imprint on FEB's behalf.

This Secured Account Agreement supplements the Cardholder Agreement. Other terms of the Cardholder Agreement apply to this Secured Account Agreement, including the Arbitration Provision of the Cardholder Agreement which shall govern all disputes arising from this Secured Account Agreement. The terms of this Secured Account Agreement shall survive and continue to apply to the Secured Account following closure of the Card Account or the Secured Account, and shall be binding on you even if you cancel your Card Account or do not accept the Cardholder Agreement.

You agree that this Secured Account Agreement, including the security interest provisions, forms a binding contract and makes up the entire agreement between you and FEB regarding the handling of the Secured Account and any Secured Funds. This Secured Account Agreement applies to the Secured Account maintained at FEB, as well as all substitutions and replacements thereof, that has been assigned or pledged by you as security for your Card Account. By using or permitting others to use your Card Account and Card, you are agreeing to be bound by the terms of this Secured Account Agreement.

**In consideration of the issuance of your Card Account, you authorize FEB to open the Secured Account in your name. If you don't make the required payments on your Card Account, we will use the Secured Funds in your Secured Account to satisfy the outstanding amounts due on your Card Account.**

### **PLEDGE AND GRANT OF SECURITY INTEREST**

To secure your obligations arising under the Card Account (your **"Obligations"**), you assign, transfer, pledge, grant a security interest in, and set over to FEB all rights, title and interest (collectively, **"Security Interest"**) in the Secured Account and in all renewals, additions and proceeds of the Secured Account. You agree that the Security Interest includes and gives FEB the right to redeem, collect and withdraw any part of the Secured Funds upon any Default (as defined in the "Events of Default" section below) or in the event your Card Account is terminated for any reason. You acknowledge and agree that the Security Interest means that FEB has exclusive control over the Secured Account.

The Security Interest in the Secured Account and the Secured Funds given to us by you includes and gives FEB the right to make settlements or compromises on the Secured Account; transfer the Secured Account to FEB's own name; or exercise ownership rights on the Secured Account. You waive any right to require FEB to: (a) proceed against you or any other person; (b) proceed against or exhaust any security you have provided to us through other agreements; or

(c) pursue any other remedy in FEB's power. We may, without prior notice, and from time to time: (1) renew, compromise, extend, accelerate or otherwise change the terms relating to Obligations; (2) take and hold security (other than in the Secured Account) for payment of your Obligations and enforce, exchange and release the security in any manner that FEB determines is proper; (3) release or substitute you, any guarantor, or any endorser of your Obligations; and (4) increase or lower the spend limit on your Card Account, and no such action shall change the fact that the Secured Account at all times will be held by FEB as security for your Obligations.

FEB is irrevocably appointed as attorney-in-fact for the limited purpose of executing any instruments required to satisfy your Obligations. FEB's rights stated in this Secured Account Agreement are in addition to any rights FEB may have under any other agreement, including the Cardholder Agreement, as well as to any other rights we have under the law. If there is a conflict regarding the security interest between this Secured Account Agreement and any other agreement, this Secured Account Agreement will control. You represent that no insolvency proceeding or general assignment for creditors is pending that would affect the Security Interest. If FEB waives or delays exercising a right, it does not forfeit that right or any others. You waive any defense you may have against FEB to the extent permitted by law. FEB can exercise its rights against the Secured Account or the Secured Funds even if you are no longer liable for any Obligation because of a statute of limitations or because of other reasons. Until all your Obligations are fully repaid, and you have no further responsibilities under the Cardholder Agreement, you will subordinate in favor of FEB any right of subrogation and any right to enforce a remedy FEB now has or may later have. If we use an attorney to defend or enforce our rights under this Secured Account Agreement or to perform any legal services in connection with this Secured Account Agreement, we may charge you our legal costs as permitted by law.

## **TRANSFERS TO OR FROM THE SECURED ACCOUNT**

***Deposits to the Secured Account.*** There is no minimum deposit required to open or maintain the Secured Account. However, your spending ability on your Card Account may be contingent upon the amount of Secured Funds in the Secured Account, as further described in the Cardholder Agreement.

To deposit funds in the Secured Account, (1) you may make manual transfers to the Secured Account ("**Manual Transfers**") from a linked bank account that you designated as the funding source for the Secured Account ("**Linked Bank Account**"), or (2) we may initiate an automatic transfer from your Linked Bank Account whenever you attempt a transaction in which your Available Credit is less than the Transaction amount, as described in the Cardholder Agreement. The Linked Bank Account must represent your primary bank account from which you make regular transactions, including income (such as direct deposits) and other deposits and to satisfy your regular obligations (such as rent or monthly bill payments) and make other withdrawals. If your Linked Bank Account no longer satisfies this requirement, you must promptly link a new external bank account that currently represents your primary bank account from which you make regular transactions.

- **Manual Transfers.** You can make a manual transfer from your Linked Bank Account by initiating a one-time transfer in the Imprint app.
- **Automatic Transfers.** When you use your Card Account to attempt a transaction, you authorize us to initiate a transfer of funds from your Linked Bank Account to the Secured Account in the amount of the purchase, or such amount necessary to ensure there are sufficient funds in the Secured Account for us to authorize the transaction, as further described in the Cardholder Agreement.

Deposits to the Secured Account for any other purpose not expressly stated in this Secured Account Agreement are not permitted. We may reject any deposit that would cause the balance of the Secured Account to exceed the “**Maximum Balance.**” **The Maximum Balance in the Secured Account is \$10,000, unless we elect to amend the Maximum Balance for the Secured Account.** We shall provide notice prior to any amendments decreasing the Maximum Balance for the Secured Account.

All deposits must be made in U.S. dollars. All deposits are subject to any other limitations we or the other financial institution may have on the transfer of funds. Note that domestic or international wire transfers, checks, or cash deposits will not be accepted. We may change these limits with notice to you.

**Secured Account Balance.** At any time, the balance in your Secured Account may consist of both funds that are being used to secure previous purchases on your card and funds that are available to you. The funds that are available to you (the “**Cash Balance**”) are funds that are available (a) to secure additional purchases on your card, or (b) to be transferred back to your Linked Bank Account as defined in the next section of this agreement. Generally, increasing the Cash Balance in your Secured Account will increase the Available Credit in your Card Account.

**Transfers from the Secured Account.** You are permitted to transfer the Secured Funds back to the Linked Bank Account, up to that portion of the Secured Funds that is not being used to secure Obligations on your Card Account (which is generally up to the Cash Balance), at the time you initiate such transfer. You can initiate these transfers in the Imprint app. We may restrict the amount of Secured Funds you may transfer back to your Linked Bank Account in anticipation of Obligations that we reasonably anticipate you will incur on your Card Account. We may also transfer Secured Funds to your Card Account to satisfy any Obligations on your Card Account in the event of Default, as further described in the “Events of Default” section below.

**Notice of Withdrawal.** We reserve the right to require seven days’ written notice before making a withdrawal from any savings account, including your Secured Account. It is unlikely, however, that we would require such notice.

## **DISCLOSURE OF ACCOUNT TERMS**

### Interest Rate Information

The Secured Account is a non-interest bearing account. Therefore, no interest will be paid to you on the Secured Funds in the Secured Account.

### Minimum Balance Requirements

There is no minimum balance required for the Secured Account.

### Fee Schedule

There are no fees for the Secured Account.

### Transaction Limitations

There are no limits to the number of transactions with respect to the Secured Account.

## FDIC Insurance

The funds held in the Secured Account ("**Secured Funds**") are insured by the Federal Deposit Insurance Corporation ("FDIC") up to the maximum allowable limits. For more detailed information on FDIC coverage, contact the FDIC directly at 1-877-ASKFDIC (1-877-275-3342), (TDD: 1-800-925-4618) or visit [www.fdic.gov](http://www.fdic.gov). You and we acknowledge that subject to our possession of and security interest in the Secured Account and the Secured Funds, you retain beneficial ownership of the Secured Account and the Secured Funds for FDIC insurance purposes.

## Funds Availability Policy

### *Electronic Deposits.*

Our policy is to make funds from your electronic direct deposits available on the day we receive the deposit (if a business day), or the first business day after we receive the deposit (if not a business day) but may be earlier. A "business day" is Monday through Friday, excluding federal holidays. Once the funds are available, you can transfer the funds in the Secured Account as permitted in this Secured Account Agreement.

### *Check Deposits.*

We do not accept checks or cash deposits except in instances of settling balances to close accounts or in cases of closed accounts with past-due balances.

## **CLOSING THE SECURED ACCOUNT**

You may not close the Secured Account unless all of your Obligations have been fully satisfied and the Card Account is closed. However, we may, in our discretion, close the Secured Account at any time.

If the Secured Account is closed, we will return the Secured Funds that remain in the Secured Account after payment of all of your Obligations, by any of the following means: (a) completing an electronic fund transfer to your Linked Bank Account (b) by sending a check to you at the address we have in our records; or (c) any other method deemed sufficient by us. We may hold the Secured Funds in the Secured Account for as long as 60 days after you have satisfied your Obligations and we have closed your Card Account.

If we return any Secured Funds to you via check, we will mail the check to your mailing address on file with us. If a check we send to you is returned as undeliverable and if we cannot locate you, we will hold the Secured Funds in the Secured Account until you contact us and provide information on how to send the funds to you or until we are required to remit your funds to a state under an applicable unclaimed property law, whichever occurs first.

## **EVENTS OF DEFAULT**

We may, without prior notice, declare you in default under this Secured Account Agreement if any of the following occurs (a "**Default**"), to the extent permitted by law: (a) you file for bankruptcy or become the subject of a bankruptcy or some other insolvency proceeding; (b) you fail to honor the terms of this Secured Account Agreement; (c) you default under any other agreement you have with us, including the Cardholder Agreement; or (d) you become legally incapacitated or are deceased.

If you Default under this Secured Account Agreement or your Card Account is closed for any reason, we may declare all of your Obligations immediately due and payable. In such case, you authorize us to transfer all or any portion of the Secured Funds from the Secured Account and apply them to reduce your Obligations and pay for our costs in enforcing our rights hereunder. You will continue to be responsible for making payments as required under the Cardmember Agreement and for repaying any outstanding Obligations not otherwise paid by the Secured Funds.

## **VERIFICATION AND REVERSALS**

All transactions, including without limitation those for which we have provided a receipt, are subject to our final verification. We may reverse any credit that has been erroneously made to the Secured Account, or for which funds were not finally collected by us, at any time without prior notice.

## **ELECTRONIC FUND TRANSFER DISCLOSURES**

**Transfer Types and Limitations.** The only kinds of transfers permitted on the Secured Account are (1) the deposit of funds from your Linked Bank Account to the Secured Account as described in the “Transfers To Or From The Secured Account” section above; (2) the transfer of funds from the Secured Account to your Card Account in accordance with the Cardholder Agreement; and (3) the return of funds from the Secured Account to your Linked Bank Account as described in the “Transfers To Or From The Secured Account” and the “Closing The Secured Account” sections above (collectively, “**Transfers**”).

**Our Liability for Failure to Make Transfers.** If we do not complete a Transfer on time or in the correct amount according to our agreement with you, we will be liable for your losses or damages. However, there are some exceptions. We will not be liable for instance: (1) if the Transfer is not complete, or is reversed, because a third party does not permit the Transfer; (2) if circumstances beyond our control (such as fire or flood) prevent the Transfer, despite reasonable precautions we have taken; or (3) if there are other exceptions stated in our agreement with you.

**Transfers from Your Account.** See “Transfers To Or From The Secured Account” above.

**Confidentiality.** During the ordinary course of business and when necessary, Imprint and First Electronic Bank may provide information concerning your account to third parties to facilitate the processing of transactions on your account, to activate your account or additional services we may provide, to a consumer reporting agency, to comply with a lawful request from a government agency, in response to court orders, or if you give us your permission.

**In case of errors or questions about your Transfers** or if you think your statement or receipt is wrong or if you need more information about a Transfer listed on the statement or receipt, email us at [support@imprint.co](mailto:support@imprint.co) or call us at (888) 410-3664 as soon as you can. We must hear from you no later than 60 days after we sent the FIRST statement on which the problem or error appeared. When reporting an error or making an inquiry: (1) tell us your name and account number; (2) describe the error or the Transfer you are unsure about, and explain as clearly as you can why you believe it is an error or why you need more information; (3) tell us the dollar amount of the suspected error. If you tell us orally, we may require that you also send us your complaint or question in writing within 10 business days. We will determine whether an error occurred within 10 business days after we hear from you and will correct any error promptly. If we need more time, however, we may take up to 45 days to investigate your complaint or

question. If we decide to do this, we will credit the Secured Account within 10 business days for the amount you think is in error, so that you will have the benefit of access to your money during the time it takes us to complete our investigation. If we ask you to put your complaint or question in writing, and we do not receive it within 10 business days, we may not credit the Secured Account. For errors involving a new Secured Account, we may take up to 90 days to investigate your complaint or question and we may take up to 20 business days to credit the Secured Account for the amount you think is in error. We will tell you the results within three (3) business days after completing our investigation. If we decide that there was no error, we will send you a written explanation. You may ask for copies of the documents that we used in our investigation.

**Statements.** We will provide periodic statements for the Secured Account as part of your billing statement for your Card Account. These statements will be provided electronically in accordance with the Imprint Electronic Communications Agreement. We will notify you when your statement becomes available, which you may access through the Imprint app.

**Business days.** Our business days are every day except Saturdays, Sundays and federal holidays.

**Right to stop payment and procedure for doing so.** If we offer you the ability to make regular payments from your Secured Account, and you have told us in advance to make regular payments from your Secured Account, you can stop any of these payments. Here's how:

Email us at [support@imprint.co](mailto:support@imprint.co) or call us at (888) 410-3664 in time for us to receive your request 3 business days or more before the payment is scheduled to be made. If you call, we may also require you to put your request in writing and get it to us within 14 days after you call. There is no fee to process your stop payment request.

Please note that your right to stop regular payments does not limit or otherwise affect our right to apply the Secured Funds to your Card Account to satisfy any Obligations, as described in this Secured Account Agreement and the Cardholder Agreement.

**Notice of varying amounts.** If regular payments from your Secured Account (if available) will vary in amount, we will tell you at least 10 days before each payment, when it will be made and how much it will be.

**Liability for failure to stop payment of preauthorized transfer.** If you order us to stop one of these payments 3 business days or more before the transfer is scheduled, and we do not do so, we will be liable for your losses or damages.

## **LEGAL ACTIONS AFFECTING THE SECURED ACCOUNT**

The Secured Account may be subject to legal action, such as a tax levy, third party garnishment, or levy, seizure or forfeiture. Such legal action is subject to FEB's security interest and right of setoff. Fees or expenses FEB incurs in responding to legal action (including without limitation attorneys' fees and FEB's internal expenses) may be charged against your Secured Account. We shall be entitled to rely upon the representations, warranties, and statements made in such legal proceedings. You agree to hold harmless and indemnify us for any losses, expenses and costs, including reasonable attorneys' fees, incurred by us as a result of complying with such legal proceedings. In addition to the events of default set forth in the Cardholder Agreement, you will be in default under the Cardholder Agreement if we are served or become involved with a legal proceeding regarding the Secured Funds or the Secured Account.

If we receive a claim to all or a portion of the Secured Account that is adverse to your interest and we do not believe that we are otherwise adequately protected if we ignore that claim, we may place a hold on funds that are subject to the claim. The hold may be placed for any period of time we believe to be reasonably necessary to allow a legal proceeding to determine the merits of the claim to be instituted.

## **GENERAL LIMITATIONS**

We will have no liability to you with respect to the Secured Account other than as provided in this Secured Account Agreement. We will meet our duty of care for the Secured Account if we exercise ordinary care in the transaction at issue. When we take an Item for processing by automated means, "ordinary care" does not require that we examine the Item. "Ordinary care" requires only that we follow standards that do not vary unreasonably from the general standards followed by similarly situated banks. A mere clerical error, or an honest mistake, will not be considered a failure by us to perform any of our obligations. Unless imposed by law, we will not be liable for consequential, special, punitive or indirect loss or damages.

## **PRIVACY**

Any information we collect from you in connection with your Secured Account will be governed by our Privacy Notice that was provided with your Secured Account materials.

## **CONSENT TO ELECTRONIC DISCLOSURES**

This Secured Account is only available electronically. In order for you to obtain and maintain the Secured Account, you agree to receive all disclosures relating to the Secured Account electronically pursuant to the Imprint E-Sign Policy shared separately. If, for some reason, you cannot receive communications electronically in the future, you must close your Card Account. See the Cardholder Agreement for more information on closing your Card Account and the consequences of doing so.

## **IMPORTANT INFORMATION ABOUT PROCEDURES FOR OPENING A NEW ACCOUNT**

To help the government fight the funding of terrorism and money laundering activities, Federal law requires financial institutions to obtain, verify, and record information that identifies each person who opens an account. What this means for you: when you open an account, we will ask for your name, address, date of birth and other information that will allow us to identify you. We may also ask for a copy of your driver's license or other identifying information.

## **GOVERNING LAW**

You understand and agree that (a) this Secured Account Agreement is subject to applicable federal laws and, to the extent not preempted by federal law, the laws of the State of Utah, and (b) your Secured Account was opened or will be continued after approval by us in the State of Utah. If any provision of this Secured Account Agreement is in conflict with applicable law, that provision shall be considered modified to the extent necessary to comply with such law.

## **WAIVER**

If FEB waives any of its rights on any one occasion, it will not be considered a waiver of FEB's rights on any other occasion.

## **FORCE MAJEURE**

Unless otherwise required by applicable law, we are not responsible and will not incur liability to you for any failure, error, malfunction or any delay in carrying out obligations under this Secured Account Agreement if such failure, error or delay results from causes that are beyond our reasonable control (including, but not limited to inclement weather, fire, flood, acts of war or terrorism, and earthquakes).

#### **CHANGES TO THIS SECURED ACCOUNT AGREEMENT**

We may change this Secured Account Agreement from time to time. Notice of a change may be provided by any means we consider appropriate or as otherwise required by law, including by emailing you notice of changes to this Secured Account Agreement.

#### **QUESTIONS**

Contact us at [support@imprint.co](mailto:support@imprint.co) or (888) 410-3664.

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## **ELECTRONIC FUND TRANSFER AGREEMENT**

This Electronic Fund Transfer Agreement ("EFT Agreement") governs payments to your Imprint Account. Please print or download a copy of this EFT Agreement for your records.

One-time payments are provided to you for your personal, non-commercial use only. You are prohibited from using these services for any illegal activity or purpose, including payment fraud or identity theft.

You agree that we may provide you legal notices regarding your one-time payments, including any notice of a payment confirmation or failure or other relevant information or records regarding these payments.

This EFT Agreement is further governed by the terms and conditions set forth in your Imprint Cardholder Agreement and Secured Account Agreement, including terms relating to dispute resolution, governing law and venue. In the event of any conflict between this EFT Agreement and your Imprint Cardholder Agreement or Secured Account Agreement, this EFT Agreement will control solely to the extent of such conflict.

### **Linked Bank Account**

You must first link an eligible bank account to make one-time payments to your Imprint Account. By linking a bank account to your Imprint Account, you represent that (1) you are the owner or authorized user of the Bank Account, (2) you are authorized to use the Bank Account to initiate payments to your Imprint Account, (3) you will ensure that your Bank Account information is current and accurate at all times, and (4) the Bank Account will have sufficient funds on the payment date for any one-time payment made to your Imprint Account.

If you need to change your Bank Account and have a scheduled payment, you should cancel and reinitiate a payment. In the meantime, you are responsible for taking appropriate actions to make the required payment(s) to your Imprint Account.

### **One-Time Payment Authorization**

If you elect to make a one-time payment from your Bank Account to your Imprint Account, you authorize Imprint/First Electronic Bank to electronically debit your Bank Account in the amount you request and on the date you authorize us to make the payment, and to make additional debits or credits to correct any errors.

We reserve the right to decline any one-time payment if required by law, or if we suspect fraud or illegal activity by you or in connection with your accounts.

### **Changes**

We may modify your ability to make one-time payments, or change the terms of this EFT Agreement, at any time. We will provide you with notice of such modification or change as required by applicable law. Any one-time payment that occurs after such modification or change will constitute your agreement to such modification or change.

### **Termination**

We may terminate the ability for customers to make one-time payments at any time, for any reason.

**Disclaimers**

Except as prohibited by law, we shall have no liability or responsibility for our inability to process a payment in the event circumstances beyond our control prevent us from doing so or otherwise affect our ability to do so.

You are responsible for all fees and costs related to maintaining sufficient funds in your Bank Account, including fees charged by your financial institution for non-sufficient funds.

EXCEPT AS PROHIBITED BY LAW, OUR SOLE AND ENTIRE LIABILITY AND YOUR EXCLUSIVE REMEDY FOR THE PROCESSING OR DEBITING OF AN INCORRECT PAYMENT OR TRANSFER OF FUNDS UNDER THIS EFT AGREEMENT SHALL BE THE RETURN TO YOU OF THE IMPROPERLY TRANSFERRED FUNDS.