Smart Pay Agreement

Last updated: Apr 30, 2025

We've tried to write our Atlas Smart Pay Agreement in a way that's free of the legalese and easy to understand. You should read our entire Atlas Smart Pay Agreement below, but here are some of the basics you can review in just a few minutes. Of course, if you still have questions about anything in our Atlas Smart Pay Agreement, just contact us.

Atlas Smart Pay has combined multiple products in banking by utilizing technology and automation. Our goal is to make it easier for you to cover purchases with lower risk of spending beyond your means. We do this by checking available funds in your linked account up to three times a day to ensure you have sufficient funds to cover purchases on the Atlas card. When you make purchases we initiate repayment via ACH, a real-time payment option such as a debit card, or another similar payment option as frequently as needed to prevent a large balance from building up. Depending on your available balance in the linked account, transaction size, and history with Atlas repayments may be as frequent as daily. We do our best to avoid causing an overdraft and do not initiate a debit if we know that the risk of an overdraft is high. Through Smart Pay you get the benefits of credit, on time payment, and never paying interest, and we do the work for you.

Atlas Smart Pay will help you make your payments on time so that you:

- Don't pay fees or interest on your Atlas Account
- Don't unintentionally overspend or overdraw your Atlas credit account

- Don’t miss your Atlas credit card payments
- Build positive credit history

This Atlas Smart Pay Agreement (“Agreement”) is made between you (“you” “your”) and Exto Inc. doing business as Atlas (“we”, “us”, “our”) and sets forth the terms and conditions of your use of the Atlas Smart Pay service, which enables you to automatically make your monthly payments on your Atlas Account (consisting of your “Atlas credit card(s)”) from your Linked Bank Account (“Linked Account”). Your Linked Account includes any linked external accounts and your Atlas deposit account, based on access device information you provide us.

By accepting this Agreement (including the Atlas Smart Pay Authorization below), you authorize us to automatically process your payments for any outstanding amount due on your Atlas Card(s) by debiting your Linked Account daily, including on each monthly payment due date.

How it works

When you make a transaction with your Atlas credit card we approve transactions up to your spending limit, which is based on what we think you can safely repay. At the end of each day, we initiate an ACH, a real-time payment option, or another similar payment option from your Linked Account to repay Atlas for all settled transactions. Instead of waiting for the monthly due date, we pay the amount you owe daily, including on each monthly due date. This helps you keep your outstanding dues low

and make all of your payments on time, so that you do not pay late payment fees or interest on your Atlas Account. You get the benefits, we do the work for you.

Atlas Smart Pay Authorization

By agreeing to this Atlas Smart Pay Agreement, you authorize us to electronically debit your Linked Account on a Recurring basis, in the amount you owe on your Atlas credit card daily, including each payment due date, as indicated on your monthly statement. You also authorize us to make any debits or credits to your Linked Account necessary to correct any errors. If any payment due date is not a business day, the payment will be processed on the next business day. For purposes of this authorization, "business day" means Monday through Friday, excluding federal banking holidays. If any payment attempt fails, the payment may be re-initiated up to two additional times, as permitted by law and payment network rules.

This authorization will remain in full force and effect until you notify Atlas that you wish to revoke this authorization by emailing **support@AtlasFin.com** at least 5 business days before your next payment due date. If we do not receive notice at least 5 business days before the next payment due date, we may attempt, in our sole discretion, to cancel the next transaction. However, we assume no responsibility for our failure to do so. Please note that revoking this authorization will not cancel any payment that is initiated before your revocation becomes effective.

You acknowledge that the amount of each payment that will be made with Atlas Smart Pay may vary, and your monthly statements for your Atlas Account will be the

only notice that you will receive of the amount of monthly payments and payment due date.

If you revoke this authorization, your payments will not be made automatically, and you will need to make payments you owe on your Atlas credit card using another payment method permitted under your Atlas Account Agreement.

Important information

If we do not complete a payment 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, through no fault of ours, you do not have enough money in your account to make the transfer. (2) If our system was not working properly, and you knew about the breakdown when you started or authorized the transactions. (3) If circumstances beyond our control (such as fire or flood) prevent the payment, despite reasonable precautions that we have taken. (4) There may be other exceptions stated in your Atlas Account Agreement.

If your payment fails or is late or insufficient for any of these reasons, you may be required to pay fees and interest on any past-due amount, according to your Atlas Account Agreement.

Please print or save a copy of this Atlas Smart Pay Agreement for your records.