Ava Credit Builder Mastercard® Charge Card Holder Agreement

The Ava Credit Builder Mastercard® is issued by Patriot Bank, N.A., pursuant to a license from Mastercard® International Incorporated.

Pricing Information

Interest Rates and Interest Charges	
Annual Percentage Rate (APR) for Purchases	0.00% This APR is a non-variable rate.
How to Avoid Paying Interest	Your due date is at least 21 days after the close of each billing cycle. We do not charge you any interest.
For Credit Card Tips from the Consumer Financial Protection Bureau	To learn more about factors to consider when applying for or using a credit card, visit the website of the Consumer Financial Protection Bureau at http://www.consumerfinance.gov/learnmore/
Fees	
Annual Fee	No annual fee for this card with your paid Ava membership
Penalty Fees ● Late Payment ● Returned Payment	 ● $0.00 ● $0.00

Billing Rights: Information on your rights to dispute transactions and how to exercise those rights is provided in your account agreement.

This Agreement explains the terms that you agree to follow for your credit account (called your "Account") with Ava Finance, Inc ("Ava"). You accept this Agreement and all of its terms if you do not close your Account within 30 days after receiving a Card, or if you or an Authorized User uses a Card, including if you or an Authorized User permit someone else to use a Card.

IMPORTANT: THIS AGREEMENT CONTAINS AN ARBITRATION PROVISION. Please refer to the "Arbitration" section of this Agreement.

Be sure that you read the Arbitration Provision carefully and understand that unless you are a "Covered Borrower" under the Military Lending Act, arbitration may have a substantial impact on your rights, including your right to a jury trial and your right to participate in a class action lawsuit. Please see the “Military Lending Act” section of this Agreement for additional terms and conditions that apply if you are a “Covered Borrower” under the Military Lending Act.

Your application for the Account (“Application”) and the information you provide on the Application that identifies you is incorporated in this Agreement by reference. You may request a copy of this Agreement by emailing legal@meetava.com.

In this Agreement, and in your billing statements ("Statements"), the words "you" and "your" mean everyone who is liable for payment on this Account, and the words "we", "us" and "our" refer to Ava Finance, Inc. (and, as applicable, its agents, successors and assigns). An applicant, if married, may apply for a separate account.

1. USE OF YOUR ACCOUNT – When you apply for an Account, you promise to be bound by the terms of this Agreement. You promise to pay us for all credit extended under this Agreement and all other amounts you owe to us according to the terms of this Agreement. If your Account is a joint account, each of you is bound by this Agreement and each of you jointly and individually promises to pay us, and may be held liable for, all amounts owed to us on your Account. You also promise to pay us for charges incurred by anyone you allow to use your Account.

You may use your Account to purchase goods and services: (a) from any merchant authorized to accept your Account as further described in Section 2 of this Agreement; or (b) that we offer in connection with your Account. This Account may require a down payment on your first purchase. You may only use your Account for personal, family, and household purposes. You cannot use your Account for business or commercial purposes, for any unlawful purpose, or in connection with any illegal activity. We will not be liable if you engage in an illegal Transaction. You cannot use your Account to conduct Transactions in any country or territory or with any individual or entity that is subject to economic sanctions administered and enforced by the U.S. Department of the Treasury’s Office of Foreign Assets Control or any other governmental authority with jurisdiction over you. You also may not use your Account in connection with any of the following; (1) online gambling; (2) cannabis products; (3) adult content or entertainment; (4) money transmission services; (4) person-to-person (P2P) transfer services; or (5) to purchase cash, money orders, cashier’s checks, or traveler’s checks.

For the purposes of this Agreement, certain words used have the following meanings:

“Card” means the Ava Credit Builder Mastercard® or any initial or replacement charge card or other access device (including an account number) that we issue to you or to any authorized user to access the Account. We may replace a Card with another Card at any time;

“Credit Limit” means the limit we establish for the maximum amount of total credit you may have outstanding under the Account at any time; provided, that we may allow you to obtain more credit at any time in our absolute discretion.

“Payment Due Date” means the payment due date shown on your billing statement.

“Transaction” means the use of the Card or Account information to purchase goods or services.

Purchases may be made in person, over the telephone, by using a computer or mobile device, or otherwise.

2. Credit Limit, Merchant Limit, and Transactional Limitations - You agree that we will establish a Credit Limit for your Account. Will show you your Credit Limit as part of the online onboarding process in the Ava mobile application and we will indicate your current Credit Limit on each billing statement. You agree to prevent your Account balance from exceeding the Credit Limit. We may, but are not required to, approve transactions that exceed your Credit Limit without liability to you and without obligating us to do so in the future. If we do, you must repay the excess amount upon demand and in accordance with the terms of this Agreement. Any Transactions honored in excess of your Credit Limit will not result in an increase of your Credit Limit. We reserve the right to delay an immediate increase in available credit due to a payment(s) made on your Account. You agree that we may increase or decrease your Credit Limit for any reason not prohibited by law.

Furthermore, you may only use your Card and Account for Transactions with approved merchants. If you attempt to use your Card at a merchant not approved by us, we may decline the Transaction. A list of currently approved merchants will be made available to you on our website at www.meetava.com/merchants and through our mobile application. Please check this list frequently as we may change who we consider an approved merchant from time to time.

In addition, transactional limits will apply to Transactions made with approved merchants. These transactional limits include:

- Limits on the maximum dollar amount of any single Transaction made with an approved merchant.
- Limits on the maximum number of Transactions you may make with approved merchants per day.
- Limits on the maximum number of Transactions you may make with approved merchants per billing cycle.

These transactional limits may vary based on your history with us, as well as security- and credit-related factors. The transactional limits applicable to your Card and Account disclosed to you in, and will be accessible to you at any time through, our mobile application.

Recurring Transactions and Automatic Account Updates: You may authorize Transactions that recur on a monthly or other regular basis. If you do, you authorize us to share your Account information with the merchant you have authorized recurring Transactions with. If your Account information changes, such as if you receive a new Card or Account number or you change your billing address, you authorize us to provide this updated information to the merchant at our discretion. If you wish to stop a recurring charge, you must contact the merchant.

Be aware that not all merchants are able to receive updated Account information automatically or we may decline to provide it. You should therefore provide merchants with whom you wish to continue recurring Transactions your new Account information.

Right to Decline Transactions: We may decline to authorize Transactions at our discretion even if you are not in default and you have sufficient available credit. The reasons we may do this include, but are not limited to, suspected fraud, our assessment of your creditworthiness, or our determination that the Transaction would be illegal or otherwise present undue risk to us. A merchant, business or financial institution may also refuse to honor your Card. We are not liable for any refusal to honor your Card. We are also not liable for retention of the Card by us, any financial institution, or any provider of goods or services.

3.SPECIAL PROMOTIONS – Occasionally, we may provide you the opportunity to use your Account in connection with special promotions. These promotions may be subject to terms and conditions in addition to or different from those provided in this Agreement, which will be described in our offer. Unless otherwise stated, however, all terms of this Agreement shall apply to any promotion.

4. PAYMENTS – Your Account will be on a monthly billing cycle. Each billing cycle, you must pay the total amount due by the Payment Due Date shown on your statement. Any payments made in one billing cycle will not count toward any payment due in the following billing cycle. Merchant credits or person-to-person money transfers or other credits to your Account will not be treated as payments unless we decide otherwise in our absolute discretion.

We will send you a Statement covering each billing cycle that your Account has a balance (including deferred balances, if applicable), or if required by law. Billing cycles are approximately one month long. Each Statement will reflect: (a) the total amount you owed on the first day of your billing cycle (called the "Previous Total Amount Due"); (b) payments, credits, purchases, debits, and all fees and other charges made to your Account during the billing cycle; (c) the total amount you owed at the end of the billing cycle (called the "Total Amount Due"); (d) if any portion of the Total Amount Due is delinquent, the amount that is delinquent (called the “Past Due”); and (e) the date by which the payment on purchases and debits due must be received (called the “Payment Due Date”). Note all Past Due amounts are due immediately.

All payments must be made electronically through the Ava mobile application. We do not accept check or cash. Your payment will be credited as of the day we receive it.

Payments not made within 30 days of their initial Payment Due Date will be reported late to the consumer reporting agencies.

You must pay in U.S. dollars and must follow the payment instructions shown on your statement when you make a payment. You must not include any restrictive endorsements on any payments. We may choose to accept partial or late payments without losing any of our rights under this Agreement. If you submit any payment that is marked as “paid in full” or with other restrictive writing and it is less than the total outstanding balance on your Account, we can credit that payment to your Account and you will remain fully liable for any remaining Account balance. No payment shall operate as an accord and satisfaction without the prior written approval of one of our officers authorized to provide such approvals.

We apply payments and credits at our discretion, including in a manner most favorable or convenient for us. In all cases, we will apply payments and credits as required by applicable law.

Evidence of Debt - You agree that we may use a copy or digital image of any monthly statement or other document to prove what you owe us and that the copy or digital image will have the same validity as the original. Your name, address and signature (including any electronic or digital signature) and the date on any application or solicitation or on any sales slip or other evidence of indebtedness on your Account represent your name, address and signature and the date on this Agreement. You promise you have reached the age of majority in the jurisdiction in which you reside.

5. UNAUTHORIZED USE – If you notice the loss or theft of your Account number or a possible unauthorized use of your card, you should email us immediately at legal@meetava.com. You will not be liable for any unauthorized use that occurs after you notify us. You may, however, be liable for unauthorized use that occurs before you notify us. However, unauthorized use does not include use by a person whom you have given the Account number to or authority to use the Account, and you will be liable for all use by such a user. To terminate this authority you must send us notice in writing. You agree to assist us in determining the facts relating to any theft or possible unauthorized use of your Account and to comply with the procedures we may require for our investigation.

6. INTEREST CHARGES – The Annual Percentage Rate (“APR”) for purchases is 0.00%, which corresponds to a monthly periodic rate of 0.000%. This is a non-variable rate. Because the monthly periodic rate is 0.000%, there are no interest charges for using your Account.

The amount of periodic interest charges and APRs are subject to change. See below under the heading "Changes to this Agreement."

7. FEES – You will not be charged an annual fee to maintain your Account. You will not be charged a Late Payment Fee for amounts due that remain unpaid after your Payment Due Date. However, late payments may be reported to consumer reporting agencies, as explained in paragraph 9 of this Agreement.

8. ACCORD AND SATISFACTION – We may accept letters, checks, or other types of payments showing “payment in full” or otherwise restrictively endorsed or using other language to indicate satisfaction of your debt (“Disputed Amounts”) without waiving any of our rights to receive full payment under the terms of this Agreement. You agree to send any Disputed Amounts to the address for billing inquiries shown on your Statement.

9. CONSUMER REPORT USE AND FURNISHING INFORMATION – You agree that we have the right to obtain a credit report in connection with our review of your Application for this Account and for a change in the Credit Limit and occasionally and routinely, during the term of this Account, as we deem reasonably necessary to maintain and collect this Account.

We may also report information about you, your Account, and our experiences with you to consumer reporting agencies, to other companies that are affiliated with us or to others as allowed by law and our Privacy Policy. If you do not fulfill the terms of this Agreement, we may submit a negative report reflecting on your credit record to one or more consumer reporting agencies, as further specified in Section 4 of this Agreement. If you believe we have reported inaccurate information about you or your Account to a credit reporting agency, you should notify us by sending your Account number and a description of the information you believe to be inaccurate, along with any documentation supporting the inaccuracy, such as your credit report, to: Ava Finance, Inc., 548 Market St, STE 511672
San Francisco, CA 94104-5401

10. DEFAULT/TERMINATION OF CREDIT PRIVILEGES – Subject to applicable law, you will be in default under this Agreement if you: (a) fail to make a payment by the Payment Due Date; (b) violate any provision of this Agreement; (c) become the subject of bankruptcy or insolvency proceedings; (d) become the object of attachment, foreclosure, repossession, lien, judgment, or garnishment proceedings; (e) fail to provide us information necessary to maintain your Account; (f) supply us with misleading, false, incomplete or incorrect information; (g) are unable to perform the terms and conditions of this Agreement; (h) move out of the United States; (i) we have a reasonable belief that you are unable or unwilling to repay your obligations to us; (j) you are in default of, or terminate or cause to be terminated, any other agreement you have with us or any of our affiliates; (k) use your Account in an unlawful manner; or (l) you die or a court enters an order declaring you to be either temporarily or permanently incompetent.

If we consider your Account in default, we may, but are not required to, in our sole discretion: (a) reduce your Credit Limit; (b) suspend or terminate the Account, at which time the terms of this Agreement will continue until we have been paid in full; (c) require immediate payment of the total balance on your Account including all related fees and charges described in this Agreement; (d) bring a legal action against you to collect money owed to us; (e) suspend or terminate any special promotional credit terms; or (f) take any other action permitted by applicable law. You will pay our court costs, attorneys' fees and costs and expenses of collection related to your default to the extent not prohibited by law.

Even if you are not in default, we reserve the right to suspend or terminate this Agreement or suspend or terminate your privileges to obtain credit on the Account at any time. We may do this in our discretion, for any reason or for no reason, and without prior notice. This includes if you cease to be a paid member of the Ava services.

You can cancel or close your Account at any time by emailing us at support@meetava.com. If we have issued you a card with your Account number, you must destroy all cards.

You may not use your Account for any purchases after you cancel or close your Account. Upon termination of this Agreement by you or us, you will continue to be obligated to pay all amounts owing under this Agreement, and to otherwise perform the terms and conditions of this Agreement

11. COMMUNICATIONS WITH YOU – You and we agree to conduct all Transactions regarding the Card and Account by electronic means. This means that: (1) you must keep us supplied with your valid email address and telephone number; and (2) you must agree to accept electronic delivery of all communications that we need or decide to send you. Please see our E-Communications Disclosure at https://www.meetava.com/legal/ava-ecomm-disclosure for additional details.

Furthermore, we and our agents may contact you by e-mail, telephone call or text message regarding your Account. You agree that we may contact you by using an automatic dialing/announcing device or prerecorded message. You agree that we may make such contacts to a mobile, wireless, or other similar device, even if you are charged for it by your provider. You agree that we may, for training purposes or to evaluate the quality of our service, listen to and record phone conversations you have with us.

12. WHAT LAW APPLIES – This Agreement is governed by federal law and, to the extent that state law applies, the laws of the State of Delaware. If any provision of this Agreement is determined to be void or unenforceable under any applicable law, rule or regulation, all other provisions of this Agreement will remain enforceable (except as specifically addressed in the Arbitration provision). Our failure to exercise any of our rights under this Agreement will not be deemed to waive our rights to exercise such rights in the future. This Agreement is a final expression of the agreement between you and us and this Agreement may not be contradicted by evidence of any alleged prior oral agreement or of an alleged contemporaneous oral agreement between you and us.

13. ARBITRATION -- **Please review this provision carefully. It provides that any dispute may be resolved by binding arbitration. Arbitration replaces the right to go to court and the right to have a jury decide a dispute. Under this provision, your rights may be substantially limited in the event of a dispute. You may opt out of this Arbitration provision by following the instructions below.**

By accepting this Agreement, unless you opt out by following the instructions below, you agree that either you or we, at our sole discretion, can choose to have any dispute arising out of or relating to this Agreement or our relationship resolved by binding arbitration. If arbitration is chosen by any party, neither you nor we will have the right to litigate that dispute in court or to have a jury trial on that dispute. Pre-arbitration discovery will be permitted only as allowed by the arbitration rules. In addition, you will not have the right to participate as a representative or member of any class of claimants pertaining to any dispute subject to arbitration. The arbitrator's decision will generally be final and binding. Other rights that you would have if you went to court may also not be available in arbitration. It is important that you read the entire Arbitration provision carefully before accepting the terms of this Agreement.

For purposes of this Arbitration provision, "dispute" shall be construed as broadly as possible, and shall include any claim, dispute or controversy (whether in contract, regulatory, tort or otherwise, whether pre- existing, present or future and including constitutional, statutory, common law, intentional tort and equitable claims) arising from or relating to this Agreement, the credit offered or provided to you, or the goods or services you purchase; the actions of yourself, us, or third parties; or the validity of this Agreement or this Arbitration provision. It includes disputes brought as counterclaims, cross claims, or third party claims. A party that has brought a dispute in a court may elect to arbitrate any other dispute that may be raised in that litigation. Disputes brought as part of a class action or other representative basis are subject to arbitration on an individual (non-class, non-representative) basis. **IF YOU DO NOT OPT OUT, THEN YOU WILL HAVE WAIVED YOUR RIGHT TO INDICATE OR PARTICIPATE IN A CLASS ACTION RELATED TO THIS AGREEMENT.** In this Arbitration provision, the words "we," "us," and "our" shall include Ava Finance, Inc. and any assignees of any of Ava Finance, Inc.'s rights, any merchant from which you purchased goods or services using your Account, as well as their respective affiliates, servicers, employees, agents, and further assigns.

Any arbitration under this Arbitration provision shall be administered by the American Arbitration Association ("AAA") under the rules applicable to the resolution of consumer disputes in effect when the dispute is filed. The arbitrator shall have no authority to hear any disputes on a class action or representative basis. Neither you nor we may consolidate or join the disputes of other persons who may have similar disputes into a single arbitration, other than the disputes of or against joint account holders. You may obtain rules and forms by calling the AAA at 1-800-778-7879 or visiting www.adr.org. Any arbitration hearing that you attend will take place in the Federal judicial district where you reside. We will not elect arbitration of any dispute that is filed as an individual matter by you in a small claims or similar court, so long as the dispute is pending on an individual basis in such court.

A single, neutral arbitrator will decide any disputes. The arbitrator must be either a retired or former judge or a lawyer with no less than 10 years' experience, selected in accordance with the AAA's rules. The arbitrator will apply applicable substantive law consistent with the FAA and applicable statutes of limitations, will honor claims of privilege under applicable law, and will have the power to award to a party any damages or other relief provided under applicable law. Any party may choose to have a hearing and may choose to be represented by counsel. The arbitrator will issue an award in writing and, upon request, will provide a written explanation for the award. Judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction.

The party initiating an arbitration must pay the AAA's initial filing fee, although you can ask the AAA to waive the filing fee and we will consider your request that we pay the filing fee on your behalf. We will pay any subsequent administration fees imposed by the AAA, and we will pay the arbitrator's fee for up to one day of hearings. All other fees will be allocated as provided by the AAA's rules and applicable law. If you prevail in arbitration, we will reimburse you any fees paid to the AAA. However, even if we prevail, we will not seek reimbursement from you of any fees we paid to the AAA unless the arbitrator determines that your dispute was brought in bad faith. Each party shall bear its own costs of attorneys, experts, and witness fees, regardless of which party prevails in the arbitration. However, if applicable substantive law gives you the right to seek reimbursement of attorneys' fees or other fees or costs, then that right shall also apply in the arbitration.

You have the right to opt out of this Arbitration provision, but you may only do so in the first 30 days after the first transaction is posted to your Account. In order to opt out, you must write us at Ava Finance, Inc., 548 Market St, STE 511672, San Francisco, CA 94104-5401. You must inform us of your decision to opt out and sign the notice.

This Arbitration provision shall survive repayment of your extension of credit and termination of your Account. This Arbitration provision is made in connection with interstate commerce, and shall be governed by the Federal Arbitration Act, 9 USC Sections 1 through 16. If any part of this Arbitration provision is determined to be void or unenforceable, then this entire Arbitration provision shall be considered null and void; however, it shall not affect the validity of the rest of this Agreement.

14. CHANGE OF PERSONAL INFORMATION –You agree to promptly notify us if you change your name, mailing address, email address, or telephone numbers. In doing so, you agree that you will not give us false information or signatures, electronic or otherwise, at any time.

15. ASSIGNMENT OF ACCOUNT – We may sell, assign or transfer your Account or any portion thereof or any receivables created under your Account without notice to you. The person or entity to whom we make any such sale, assignment or transfer shall be entitled to all of our rights and shall assume our obligations under this Agreement, to the extent sold, assigned or transferred. You may not sell, assign or transfer your Account without first obtaining our written consent.

16. NO WAIVER – We may waive or delay enforcing our rights under this Agreement without losing them.

17. CHANGES TO THIS AGREEMENT – This Agreement cannot be changed orally. We have the right to change this Agreement. This includes adding, deleting or changing any provisions of this Agreement, including provisions concerning interest or fees. We may change this Agreement based on economic or market conditions, our business strategies, or for any other reason, including reasons unrelated to you or your Account. We will notify you of amendments to this Agreement as required by applicable law.
We do not intend to charge you a fee or interest charge that exceeds amounts we may charge under applicable law. If we determine that any fee or interest charge exceeds the amount we may charge under applicable law, we will credit the excess amount against your outstanding Account balance or refund the excess amount to you.

18. OTHER PROVISIONS – All Accounts, including California and Utah Residents: As required by applicable law, you are hereby notified that a negative credit report reflecting on your credit record may be submitted to a credit reporting agency if you fail to fulfill the terms of your credit obligations.

All Accounts, including New York/Rhode Island/Vermont Residents: You agree to give Ava Finance, Inc., as well as its agents, successors, and assigns permission to access your credit report in connection with any transaction, or extension of credit, and on an ongoing basis, for the purpose of reviewing your Account, adjusting the credit limit on your Account, taking collection action on your Account, or for any other legitimate purposes associated with your Account. Alimony, child support or separate maintenance payments need not be revealed if you do not want us to consider it in determining your creditworthiness. Upon your request, you will be informed of whether or not a consumer credit report was ordered, and if it was, you will be given the name and address of the consumer reporting agency that furnished the report.

Married California Residents: If you are a resident of California and married, you may apply for a separate account, separate from your spouse.

Connecticut Residents: Damages may be imposed if a check is dishonored. Connecticut General Statutes § 52-565a authorizes our collection of damages for dishonored checks; criminal penalties may also apply.

Maryland Residents: Maryland law requires that if you send us a written request about the status of your Account and we do not answer that request within 60 days after we receive it, you are not required to pay a finance charge for that 60 day period or until we answer.

Missouri Residents: If you prepay your Account in full, you may be entitled to a refund of certain interest under Mo. Rev. Stat. § 408.170.

New Hampshire Residents: Reasonable attorney's fees will be awarded to you if you prevail in (a) any action, suit or proceeding brought by us, or (b) any action brought by you. If you successfully assert a partial defense or 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 attorney fees as the court considers equitable.

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. The New York state department of financial services' telephone number is 1-800-342-3736, and its website is 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.

Married Wisconsin Residents: No provision of any marital property agreement, any unilateral statement, or court decree under Wisconsin's Marital Property Act adversely affects the interest of a creditor unless, prior to the time credit is granted, the creditor is furnished a copy of that agreement, statement or decree or has actual knowledge of the adverse provision when the obligation to the creditor is incurred. We may require that you pay the entire amount that you have outstanding if you do not pay amounts that come due 2 times within 12 month period. You will also have to pay your entire amount outstanding if you fail to do anything required in this agreement and that failure makes it likely that you will not be able to pay your bills from us as they become due.

Texas Residents: This contract is subject in whole or in part to Texas law which is enforced by the Consumer Credit Commissioner, 2601 North Lamar Boulevard, Austin, Texas 78705-4207. Phone (800) 538-1579; www.occc.state.tx.us. Contact the Commissioner relative to any inquiries or complaints.

YOUR BILLING RIGHTS
(KEEP THIS DOCUMENT FOR FUTURE USE)

This notice contains important information about your rights and our responsibilities under the Fair Credit Billing Act.

<u>WHAT TO DO IF YOU THINK YOU FIND A MISTAKE ON YOUR STATEMENT</u>

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

Ava Finance, Inc.
548 Market St, STE 511672
San Francisco, CA 94104-5401

In your letter, give us the following information

• Account Information: Your name and Ava Credit 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.

You must notify us of any potential errors in writing.

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 why we believe the statement was 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.
• The charge in question may remain on your 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 CREDIT CARD PURCHASES

If you are dissatisfied with the goods or services that you have purchased with your credit 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 credit card for the purchase.
3. You must have not yet 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 at: Ava Finance, Inc., 548 Market St, STE 511672, San Francisco, CA 94104-5401.

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.

PROTECTIONS UNDER THE MILITARY LENDING ACT

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 (a "Covered Borrower") may not exceed an annual percentage rate of 36 percent.

You are a Covered Borrower if at the time of establishing this account you are an active duty service member or an active Guard or Reserve duty member, or you are a qualifying dependent of that member.

If you are a Covered Borrower, the provisions of this Ava Credit Account relating to arbitration do not apply to this Ava Credit Account involving consumer credit. Further, notwithstanding any other provision of this Agreement, if you are a Covered Borrower, then nothing in this Agreement shall be construed as applying to you to the extent inconsistent with the Military Lending Act (“MLA”), including any interest, fees, or limitations on your rights that would not be consistent with the MLA.