

# Important Disclosures About Your Made™ Essential Visa® Signature Preferred Card

(the “Made Card”).

The Made Card is issued by Lead Bank, Member FDIC.

Interest Rates and Interest Charges	
<b>Annual Percentage Rate (“APR”) for Purchases</b>	<p><b>Prime Rate + 9.74% to Prime Rate + 21.74%</b>                      based on your creditworthiness                      This APR will vary with the market based on the Prime Rate.<sup>1</sup></p>
<b>APR for Balance Transfers</b>	<p><b>Prime Rate + 9.74% to Prime Rate + 21.74%</b>                      based on your creditworthiness                      This APR will vary with the market based on the Prime Rate.<sup>2</sup></p>
<b>APR for Cash Advances</b>	<p><b>Prime Rate + 21.99%</b>                      This APR will vary with the market based on the Prime Rate.<sup>3</sup></p>
<b>Penalty APR and When it Applies</b>	<p>Up to <b>29.99%</b></p> <p>This APR may be applied to your Account if you:</p> <ul style="list-style-type: none"> <li>• Make late payments in two consecutive months;</li> <li>• Make late payments in two non-consecutive months in any six-month period; or</li> <li>• Make a payment that is returned.</li> </ul> <p><b>How Long Will the Penalty APR Apply?</b> If your APRs are increased for any of these reasons, the Penalty APR will apply until you make six consecutive minimum payments when due.<sup>4</sup></p>
<b>Paying Interest</b>	<p>Your payment is due at least 25 days after the close of each monthly billing cycle (“Payment Due Date”). We will not charge you any interest on purchases if you pay your entire balance by the Payment Due Date each month. We begin charging interest on cash advances on the transaction date.</p>
<b>Minimum Interest Charge</b>	<p>If you are charged interest, the charge will be no less than \$0.50.</p>
<b>For Credit Card Tips from the Consumer Financial Protection Bureau.</b>	<p><b>To learn more about factors to consider when applying for or using a credit card, please visit the website of the Consumer Financial Protection Bureau at</b></p>

<https://www.consumerfinance.gov/learnmore>

### Fees

#### Transaction Fees

Balance Transfer 4% of the amount of each Balance Transfer

Cash Advance Either **\$5** or **5%** of the amount of each cash advance, whichever is greater.

Foreign Transaction 2.7%

#### Penalty Fees

Late Payment Up to **\$40**

Returned Payment Up to **\$40**

**How We Will Calculate Your Balance:** We use a method called “average daily balance” (including new transactions). See the Interest Charges section of the Agreement for more detail.

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

**Prime Rate:** The Variable APR on your Account will initially be determined on the date you apply and for each billing cycle thereafter by adding a margin to the Prime Rate (U.S.) as published in the Money Rates section of The Wall Street Journal (the “WSJ”) on the 25th day of the month or the following Business Day (defined below). If the Prime Rate changes, your new rate will take effect on your next billing period. As of September 10, 2025, the Prime Rate is 7.5%.

<sup>1</sup> We add rates ranging from 9.74% to 21.74% to the Prime Rate to determine the Purchase APR. The maximum Purchase APR is 29.99%.

<sup>2</sup> We add rates ranging from 9.74% to 21.74% to the Prime Rate to determine the Balance Transfer APR. The maximum Balance Transfer APR is 29.99%.

<sup>3</sup> The maximum Cash Advance APR is 29.99%.

<sup>4</sup> If you have a \$0 payment due during any of the six consecutive months, it will still count toward the six consecutive months.

## CARDMEMBER AGREEMENT

This Made™ Essential Visa® Signature Preferred Card Cardmember Agreement (the “Agreement”), which includes this Cardmember Agreement and the Important Disclosures About Your Made Card (the “Important Disclosures”) governs your Made Card account (“Account”) and related physical and/or virtual credit card(s) (“Card”) issued by Lead Bank. This Agreement also includes the Arbitration Clause attached as Section 40, the Billing Error Rights Notice attached as Exhibit B, and the Risk-Based Pricing Disclosure, attached as Exhibit C.

In this Agreement, “we,” “us,” and “our” mean the Bank, its agents, authorized representatives, successors, and assigns, and, for purposes of the Arbitration Clause, all related parties and others identified in the Arbitration Clause. “You,” “your,” “yours” and “Cardholder” mean the person(s) who applied for, received, and accepted the Account from us. mCard Technologies, Inc. and its affiliates, successors, or assigns (“Made”) is a third-party service provider to us, and may act on our behalf, including but not limited to receiving payments due under this Agreement, and perform our obligations or enforce our rights under this Agreement.

**IMPORTANT – PLEASE READ CAREFULLY. THIS AGREEMENT CONTAINS AN ARBITRATION PROVISION REQUIRING ALL CLAIMS TO BE RESOLVED BY BINDING ARBITRATION. THIS CONTRACT ALSO INCLUDES A WAIVER OF JURY TRIAL AND WAIVER OF RIGHTS TO PARTICIPATE IN A CLASS ACTION.**

### **1. Accepting this Agreement**

This Agreement becomes effective and legally binding when you receive your Card. You and we agree to comply with, and be bound by, this entire Agreement. You should retain and carefully review this entire Agreement and sign your Card before using it. By completing your application for the Account (and unless you promptly reject the arbitration clause as specified in Section 40 or are a “covered borrower” protected by the Military Lending Act), you agree to the Arbitration Clause even if you do not use the Account or the Card.

### **2. Use of the Card and Account**

You may use the Card to make transactions only for personal, family or household purposes from any person or establishment accepting the Card, to obtain cash advances from us or obtain cash or cash equivalents (each such transaction, if allowable, a “Cash Advance”) and to take advantage of other features of the Card. Cash Advances include: (a) using any convenience check we may provide you; (b) obtaining funds through an automated teller machine (“ATM”) or a financial institution; (c) purchasing a wire transfer, money order, foreign currency, travelers checks, stored value load or other item that is a cash equivalent; or (d) engaging in any similar transaction.

### **3. Prohibited Uses of Account**

You agree to use the Card and Account only for legal and lawful purposes. Neither the Card nor the Account may be used for (a) any illegal purpose, (b) domestic or international gambling purposes, whether online or otherwise, (c) any purpose in any country or territory that is subject to economic sanctions administered and enforced by the U.S. Department of the Treasury’s Office of Foreign Assets Control (“OFAC”), or with any person or entity subject to such sanctions, (d) for the purpose of paying us on this or any other form of credit account you may have with us, or (e) for business or commercial purposes. If you do use your Card for any such purpose, you will be in default under this Agreement and we may block such transactions and/or terminate your Account, but you still will be liable to us for all

charges relating to such transactions and all other transactions and applicable fees or interest on your Account at the time it is closed.

#### 4. Promise to Pay

You promise to pay us for all amounts charged to the Account, including all purchases, advances, interest, fees and charges (including Rewards Charges) charged to your Account. To the fullest extent permitted by applicable law, you are obligated to repay us for all transactions made using your Card by people you have authorized to use the Card, including Authorized Users (as defined below), even if their use of the Card exceeds the authorization which you gave them.

#### 5. Credit Limit; Available Credit

a. Subject to Section 6 below, with respect to Cash Advances, your "Credit Limit" is the maximum amount of credit that can be accessed using your Account. We have disclosed the initial Credit Limit for your Account in your approval email. We will disclose your then-current Credit Limit and amount of credit available to you ("Available Credit") on each monthly statement. We may increase or decrease your Credit Limit at any time, on our own initiative or at your request (if we elect to approve such request). We will provide any notice required by applicable law if we take any adverse action on your Account.

b. At any time, except as noted in the next sentence, your Available Credit equals the excess (if any) of your Credit Limit over the outstanding balance associated with your Account (including principal and interest charges) (the "Account Balance"). **However, if you pay all or any part of your Account Balance before the end of your billing cycle, such payment may not replenish your Available Credit until the later of the first day of your next billing cycle and the day we determine that the payment has been made with sufficient funds.** You agree not to attempt any transaction using your Card that would exceed your Available Credit. For purposes of determining your Available Credit, we do not give effect to any payment prior to the time we determine that the payment has been made with sufficient funds. Depending on your payment method, this may take up to seven (7) Business Days. For purposes of this Agreement, a "Business Day" is a day other than a day that falls on a weekend or federal holiday. We may also undo the effect of any payment if your financial institution subsequently reverses the payment. Some payment methods, such as wire transfer, will be received, and therefore processed, on a more immediate basis. We are not required to approve any Card transaction if the amount of the transaction exceeds your Available Credit, but we may authorize and pay any such transaction in our absolute discretion. If we permit a transaction that causes an over-limit condition, it does not mean that we will do so again in the future. Whenever the outstanding balance of the Account exceeds your Credit Limit, you agree to pay us the difference on demand unless and to the extent that we have reduced your Credit Limit below your pre-existing balance prior to the reduction.

c. We may, periodically, evaluate your Account to determine whether your Account is eligible for an increase in Credit Limit based on certain factors, which could include but are not limited to: (i) your history of on-time payments; (ii) whether the Account is or has been over the Credit Limit; (iii) whether or not the Account is currently or has been restricted from charging privileges; and (iv) whether or not you have closed the Account or have filed for bankruptcy.

#### 6. Cash Advance Limit

We may offer you Cash Advance features. If eligible, your Account is subject to a Cash Advance limit up to 10% of your total Credit Limit ("Cash Advance Limit"). This means we will not honor Cash Advance transactions that would

cause the total amount of outstanding and unpaid Cash Advances to exceed your Cash Advance Limit at that time. The amount of this Cash Advance Limit will remain the same during your billing cycle, even if you make payment toward your Cash Advance prior to the end of your billing cycle. Additionally, you may not make Cash Advance transactions that exceed \$1,000 in any given day.

## 7. Monthly Statements

We will send you a monthly statement electronically or by mail shortly after the end of each monthly billing cycle with any activity, fee, or interest charge or an ending debit or credit balance in excess of \$1.00, or as otherwise required by applicable law. However, we are not obligated to send you a monthly statement if we deem your Account to be uncollectible or applicable law does not require us to send you a monthly statement for other reasons. Your monthly statements will show: the outstanding balance at the start and end of the billing cycle (the "Previous Balance" and "Statement Balance," respectively); purchases; payments, credits and adjustments; interest charges and fees; your Credit Limit and Available Credit; the Minimum Payment Due and Payment Due Date; and any other information required by law or that we deem appropriate.

## 8. Interest Charges

### a. General.

We use the average daily balance ("ADB") method (including new transactions) to calculate your interest charges. We calculate the interest charge for each type of balance on your Account by applying the Daily Periodic Rate (as defined below) to the ADB. Then we multiply this amount by the number of days in the billing cycle. Interest charge = Daily Periodic Rate x ADB x number of days in the billing cycle. The ADBs for purchases and Cash Advances are calculated separately, starting with the beginning balance on the first day of each billing cycle. The beginning balance on the first day of the billing cycle is the prior billing cycle's ending balance, which includes any applicable unpaid fees posted to your Account in the prior billing cycle. To get the ADB for each type of balance, we take the beginning balance each day and add any new transactions. Then, we subtract any payments or credits credited toward the principal of that type of balance, as well as all fees and unpaid interest. This gives us the daily balance. Transactions subject to a grace period are not added to the daily balances. Any daily balance that is less than zero will be treated as zero. Then, we add up all the daily balances for the billing cycle. We divide this amount by the number of days in the billing cycle. This gives us the ADB.  $ADB = \text{sum of daily balances} \div \text{number of days in the billing cycle}$ .

### b. Grace Period for Purchases.

i. Initial Grace Period for Purchases included in the Statement Balance: Your Account starts with a grace period for purchases included in the Statement Balance. You can retain this grace period for purchases included in the Statement Balance by always paying your Statement Balance in full by its corresponding Payment Due Date.

ii. Losing the Grace Period for Purchases included in the Statement Balance: Your Account will lose the grace period for purchases included in the Statement Balance if you pay less than the full amount of the Statement Balance by its corresponding Payment Due Date. You will not pay interest on the portion of purchases in the Statement Balance that you paid during the month in which you lose your grace period.

iii. Regaining the Grace Period for Purchases included on the Statement Balance: If your Account has lost its grace period for purchases included in the Statement Balance, you can regain it after you have paid the Statement Balance in full by its corresponding Payment Due Date for two billing cycles. You will then only maintain the grace

period for purchases included in the Statement Balance in the following and each and every subsequent month by paying the Statement Balance in full by its corresponding Payment Due Date.

c. Interest Rates.

i. The Daily Periodic Rate for each type of balance equals the applicable APR for that balance on that day divided by 365 (or 366 in leap years), truncated at the 10th decimal place (such balance's "Daily Periodic Rate").

ii. The APR each billing cycle equals the sum of the margin shown on the Important Disclosures and the WSJ Prime Rate, determined as of the second Business Day (defined below) of the same month in which your billing cycle closes (the "Determination Date"). Accordingly, the APR (and Daily Periodic Rate) may vary. The "WSJ Prime Rate" is the highest U.S. Prime Rate as published in the "Money Rates" section of the WSJ on the Determination Date (or if the WSJ does not publish such rate on such day, the latest prior day it does publish such rate). (If the WSJ stops publishing the U.S. Prime Rate in its "Money Rates" section, then we may substitute another index and margin, in our sole discretion, subject to applicable law.) Notwithstanding the foregoing, the APR and Daily Periodic Rate will never exceed the maximum rates set forth in the Important Disclosures, if any, or permitted by applicable law.

iii. Unless you qualify for a grace period (see subsection (b) above), if and when the APR increases, more interest charges will accrue. Assuming equal rates of spending, this will result in higher and/or more payments if you pay the Minimum Payment Due each month. Unless you qualify for a grace period, if and when the APR decreases, less interest charges will accrue. Assuming equal rates of spending, this will result in lower and/or fewer payments if you pay the Minimum Payment Due each month.

d. Interest Accrual Periods.

We charge interest charges over the following periods:

i. We will begin charging interest on each Cash Advance on the transaction date of such Cash Advance. You cannot avoid interest on Cash Advances by paying the Statement Balance in full by the Payment Due Date.

ii. If you get a grace period for purchases in the billing cycle in which the purchase is posted to the Account (the "Purchase Cycle") and for the next billing cycle (the "Next Cycle"), we charge no interest on purchases at all.

iii. If you get a grace period for the Purchase Cycle but not for the Next Cycle, we charge interest charges from the first day of the Next Cycle through the earlier of: (1) the day the purchase is repaid in full; or (2) the day before the beginning of the first billing cycle that comes after the Next Cycle and for which you get a grace period (the "Interest End Date").

iv. If you do not get a grace period for the Purchase Cycle, we charge interest charges from the day the purchase is posted to the Account through the Interest End Date.

e. Minimum Interest Charge.

If you are charged interest in a billing cycle, the charge will be no less than \$0.50 on purchases and Cash Advances.

f. Limits on Interest and Charges.

It is not our intent to charge or collect any interest or other amounts in excess of the amount permitted by applicable law. If any interest charge, fee or other amount is finally determined to be in excess of the amount permitted by applicable law, we will credit the excess amount against the outstanding balance in your Account or refund it to you.

## 9. Fees

We will charge the following fees, subject to applicable law:

### a. Late Payment Fee.

If we do not receive the Minimum Payment Due on your Account by the Payment Due Date (a "Late Payment"), we will charge a Late Payment Fee of up to \$40 for the first occurrence and each subsequent Late Payment (the "Late Payment Fee"). However: (a) the Late Payment Fee will not exceed the Minimum Payment Due immediately prior to the assessment of the fee; and (b) we will not charge you more than a single Late Payment Fee with respect to the same minimum Payment Due. We reserve the right to not assess a Late Payment Fee on certain Accounts as we deem appropriate.

### b. Returned Payment Fee.

We will charge you a Returned Payment Fee if any payment on your Account is returned for any reason. The fee for your first returned payment will be up to \$40, and if you have a second returned payment within the next six (6) billing cycles, the fee for your second (and each subsequent) returned payment will be up to \$40 (the "Returned Payment Fee"). However: (a) the Returned Payment Fee will not exceed the Minimum Payment Due immediately prior to assessment of the fee and will not exceed the amount of the returned payment; and (b) we will not charge you more than a single Returned Payment Fee with respect to the same Minimum Payment Due.

### c. Balance Transfer Fee

For each Balance Transfer, we will charge a fee of 4% of the amount of the Balance Transfer. The Balance Transfer Fee is not treated as a transaction and will not be added to your Balance Transfer balance.

### d. Cash Advance Fee.

For each Cash Advance, we will charge a fee of either \$5 or 5% of the amount of the Cash Advance, whichever is greater. The Cash Advance Fee is not treated as a transaction and will not be added to your Cash Advance balance.

### e. Card Replacement Fee.

If you request a Card replacement more than twice in a 12-month period, we will charge a \$20 Card replacement fee for the third (and, as applicable, each subsequent) replacement requested in that 12-month period.

## 10. Payments

a. Each month, you must pay at least the Minimum Payment Due shown on your monthly statement by the "cut-off time" on the Payment Due Date shown on your monthly statement. The Payment Due Date will be at least 25 days after the date of the monthly statement and will typically be on the same day of each calendar month. However, if the Payment Due Date falls on a day we do not receive mail, including weekends or federal holidays (a "Non-Business Day"), we will not treat your payment as late for any purpose if we receive it by the cut-off time on the next day we receive mail (a "Business Day"). The "cut-off time" is 5:00 p.m. Eastern Time for payments made online through the Made website or Made mobile application.

b. If the Statement Balance shown on your monthly statement for a billing cycle (the "Statement Cycle") is less than \$40.00, the minimum payment due (the "Minimum Payment Due") in the next billing cycle equals such Statement Balance. Otherwise, the Minimum Payment Due equals the greater of:

i. \$40.00; and

ii. The sum of (A) 1% of such Statement Balance (excluding any interest charges and fees and any Rewards Charges), (B) interest charges and fees for the Statement Cycle; (C) any Rewards Charges; (D) any amount over the credit limit; and (E) any past due amounts.

c. You agree to make all payments in U.S. dollars in accordance with our instructions online on the Made website or Made mobile application, by phone or by a check or money order drawn on a financial institution located in the United States. Cash payments, payments by another credit card, and automated clearing house authorizations should not be sent by mail and will not be accepted. All payments by check or money order must be mailed or delivered to us at the payment address shown on the front of your monthly statement. Any such payments by check or money order received after the cut-off time on a Business Day or received on a Non-Business Day will be credited on the next Business Day, but we will not treat a payment credited the next Business Day as late for any purpose. However, credit to your Account may be delayed for up to five (5) days if we accept a check or money order that is not:

i. Received by mail or messenger service at the payment address on your monthly statement; or

ii. Accompanied by the bottom portion of your monthly statement. Delayed crediting may cause you to incur additional interest charges, subject to applicable law.

d. Subject to applicable law, we may apply payments and other credits to your Account in any manner we choose in our sole discretion. We will usually apply the Minimum Payment Due first to interest charges, fees, and any Rewards Charges, and then to balances. Although your Minimum Payment Due will be applied in any order at our discretion, payments in excess of the Minimum Payment Due will be applied to balances with the highest APR first and then to lower rate balances in descending order of APR. This means that balances with higher APRs are reduced before balances with lower APRs for any amount of your payment that is in excess of your Minimum Payment Due.

e. All credits for payments to your Card are subject to final payment by the institution on which the payment item was drawn. Depending upon the type of payment you make, this may take up to seven (7) Business Days after we receive a payment in most instances and longer under some circumstances.

f. You agree not to send us payments marked "paid in full," "without recourse" or with similar language. If you send such a payment, we may accept it without losing any of our rights under this Agreement, including our right to collect the full amount owed by you. All written communications concerning disputed amounts, including any check or other payment instrument that indicates that the payment constitutes "payment in full" of the amount owed or that is tendered with other conditions or limitations or as full satisfaction of a disputed amount, must be mailed or delivered to the Notice Address (as defined in Section 18), Attn: Disputed Payments.

## **11. Declined Transactions**

We may decline to authorize a charge. Reasons we may do this include suspected fraud and our assessment of your creditworthiness. This may occur even if your Account is not in default. We are not responsible for any losses you incur if we do not authorize a charge. And we are not responsible if any merchant refuses to accept the card.

## **12. Suspension or Termination**

Subject to applicable law and the limitations further described in the State Notices set forth in Exhibit C, we may suspend, revoke, close or cancel your Account privileges, your right to use the Card or deny any transaction, in our sole discretion at any time, with or without cause and with or without giving you notice. Any termination of credit privileges, whether initiated by us or by you, will not affect any of our rights or your obligations under this Agreement, including your obligation to repay any amounts you owe us according to the terms of this Agreement. On our demand or upon termination of credit privileges, you agree to surrender to us or destroy the Card. If you attempt to use the Card after the termination of credit privileges (whether or not we have provided notice of such termination), the Card may be retained by a merchant, ATM or financial institution where you attempt to use the Card.

## **13. Events of Default**

Subject to applicable law, we may consider your Account in default under this Agreement at any time if: (a) you fail to pay at least the Minimum Payment Due on or before the Payment Due Date; (b) you attempt to or do exceed your Credit Limit; (c) you make a payment that is dishonored or reversed; (d) you die or are declared legally or mentally incompetent; (e) a petition is filed or other proceeding is commenced by or against you under the Federal Bankruptcy Code or any other federal or state insolvency laws; (f) you become insolvent or unable to pay your debts; (g) you provide us with any false or misleading information; (h) you breach any term under this Agreement; (i) we have any reason to believe you are unwilling or unable to pay your debts; or (j) an Authorized User breaches any term of this Agreement.

## **14. Remedies**

In the event of your default under this Agreement, we may, subject to applicable law (including any applicable notice requirement): (a) declare all or any portion of your Account Balance to be immediately due and payable; (b) instead allow you to repay your Account Balance by paying the Minimum Payment Due each billing cycle, without waiving any rights under subsection (a); (c) terminate or suspend your Account and/or your ability to make additional transactions using the Account; (d) reduce your Credit Limit; and/or (e) commence a collection action against you and charge you for any court costs and/or any reasonable attorneys' fees and costs we are charged in connection with such action by any attorney who is not our salaried employee. After a default, interest charges will continue to accrue until your total Account Balance, including accrued interest charges, is paid in full, subject to applicable law.

## **15. Delay in Enforcement**

We may at any time and in our sole discretion delay or waive enforcing any of our rights or remedies under this Agreement or under applicable law without losing or otherwise forfeiting any of those or any other rights or remedies. As a result, even if we do not enforce our rights or remedies at any one time, we may enforce them at a later date. For example, we may accept Late Payments or payments that are marked "payment in full" or with other restrictive endorsements without losing any of our rights under this Agreement.

## **16. Communications and Call Recording**

To the extent permitted by applicable law, you authorize us and each of our and/or joint or independent affiliates, agents, assigns, and service providers (collectively, the “Messaging Parties”), to use automatic telephone dialing systems, artificial or prerecorded voice message systems, text messaging systems and automated email systems, or any system capable of storing and dialing telephone numbers to deliver messages relating to this Agreement, your Account, or your relationship with the Messaging Parties more generally (including but not limited to: messages about upcoming Payment Due Dates, missed payments and returned payments) to any telephone number(s) you provide to the Messaging Parties. You also agree that these messages may deliver prerecorded and/or artificial voice messages. You understand that telephone messages may be played by a machine automatically when the telephone is answered, whether answered by you or someone else, and that these messages may also be recorded by your answering machine. You also authorize the Messaging Parties to deliver messages to you via mail or email at any addresses you supply to them or that they obtain through any legal means. You understand that anyone with access to your mail, telephone or email account may listen to, read, or otherwise access the messages the Messaging Parties leave or send you, and you agree that the Messaging Parties will have no liability for anyone accessing such messages. You further understand that, when you receive a telephone call, text message or email, you may incur a charge from the company that provides you with telecommunications, wireless and/or internet services, and you agree that the Messaging Parties will have no liability for such charges except to the extent required by applicable law. You expressly authorize the Messaging Parties to monitor and record your calls with the Messaging Parties. If any telephone number you have provided to the Messaging Parties changes, or if you cease to be the owner, subscriber, or primary user of any such telephone number, you agree to immediately give notice to the Messaging Party who delivered the messages of such facts so that the Messaging Party can update its records. This authorization is part of our bargain concerning this Agreement, and we do not intend it to be revocable. However, to the extent you have the right to revoke your consent to communications by autodialed calls and text messages to your mobile number under applicable law, you may exercise this right by contacting the applicable Messaging Party directly or by calling customer support at 1-888-365-MADE (6233).

## **17. Authorized Users**

If your account is eligible, at your request, we may issue cards to Authorized Users. They do not have accounts with us but they can use your Account subject to the terms of this Agreement. We may report an Authorized User's use of your Account to credit reporting agencies. You are responsible for all use of your Account by Authorized Users and anyone they allow to use your Account. You must pay for all charges they make. You authorize us to give Authorized Users information about your Account and to discuss it with them.

We will evaluate and approve or deny your request to add Authorized Users. An eligible Authorized User must be at least 16 years old as of the date you request to add that individual to your Account, successfully apply for and open a Made account, receive and accept an invitation sent by you to become an Authorized User, provide their name, address, email, phone number, social security number or individual taxpayer identification number, and date of birth, and provide sufficient legal documentation to verify identification if requested. Authorized Users agree that their use of the Account binds them to the terms of this Agreement. To the fullest extent permitted by law, you will be liable for all transactions made by your Authorized Users, and any transactions made by people whom your Authorized Users allow to use your Account, including without your permission, even if you may not have intended to be liable and even if the amount of those transactions causes a credit line to be exceeded. Therefore, carefully consider adding Authorized Users to your Account before submitting a request. Adding Authorized Users to your Account may

impact your credit score, and we may report information about the Account to credit bureaus in any Authorized User's name.

Authorized Users will be issued a separate credit card in their name. You may restrict your Authorized Users' spending ability through the settings tab in your Account. While Authorized Users may view the rewards earned as the result of their transactions pursuant to the Rewards Agreement Terms and Conditions, any rewards accrued as the result of transactions made by Authorized Users will be applied solely to your Account, and Authorized Users are not entitled to receive any rewards. You will retain full visibility into your Account, including all transactions made by Authorized Users and any rewards earned as the result of their transactions. An Authorized User may report as lost or stolen only the card issued to that Authorized User and may dispute only transactions made by that Authorized User. An Authorized User may not close your Account. As the primary cardholder, you may report any card as lost or stolen and dispute any transaction.

Authority granted to an Authorized User will continue until the Authorized User is removed from your Account. You may remove any Authorized Users from your Account and any Authorized User may remove him or herself from your Account at any time, which will cancel the credit card issued to the removed Authorized User. Removal of an Authorized User from your Account may negatively impact the Authorized User's credit score. Authorized Users may be removed through the Made website or mobile app, or by contacting Customer Support. Made may make changes to these Authorized User terms, including termination of the option to add Authorized Users to your account, in accordance with this Agreement.

## **18. Notices and Change in Information**

All notices to us must be sent to Made Card, 169 Madison Ave STE 38013, New York, NY 10016, or such other address we subsequently provide you (the "Notice Address"), Attn: Notices (or as otherwise set forth in this Agreement). To the extent permitted by applicable law, any notice you send us will become effective after we have received it and had a reasonable opportunity to act on such notice. Any written or electronic correspondence we send to you will become effective when we send it to you at your mail address (or your email address if you have authorized electronic communications), in each case as it appears on our records.

All bankruptcy notices and related correspondence to us may be sent to Made Card at the Notice Address, Attn: Bankruptcy Notice. You must notify us of any changes to your name, mailing or email address, or cell phone number within fifteen (15) days of such change.

You must notify us of changes to your mailing, email address or cell phone number by updating such information on the Made website or Made mobile app. You must notify us of changes to your name by writing to Made Card at the Notice Address, Attn: Name Change.

## **19. Credit Reporting**

You authorize us to obtain information from you and to make whatever inquiries we consider necessary and appropriate (including requesting consumer reports from consumer reporting agencies and balance and transaction data from Made) in considering your Application and for any lawful purpose, including any updates, renewals or extensions of credit, reviewing or collecting on your Account or determining your eligibility for the Account or for future credit or other offers that we believe may be of interest to you. Upon your request to us, we will inform you of the name and address of any consumer reporting agency that provides us a consumer report relating to you. We

may also furnish information concerning you and your Account to other creditors, other financial institutions, and credit bureaus. Late Payments, missed payments, returned payments or other defaults on your Account may be reflected in your credit report.

## **20. Inaccurate Information**

You have the right to dispute the accuracy of information we have reported to a credit bureau. If you think any information about your Account that we have reported is incorrect, please write to Made Card at the Notice Address, Attn: Credit Reporting. Include your name, address, Account number, phone number and a brief description of the issue. If available, please include a copy of the credit report in question. You may also contact us at the email on your statement. We will research your issue and will let you know if we agree or disagree with you. If we agree with you, we will contact the consumer reporting agency we reported to and request a correction.

## **21. Identity Theft**

If you believe that you have been the victim of identity theft in connection with your Account or in connection with any other loan or extension of credit made by us, you can request an Identity Theft Form by calling toll free 1-888-365-MADE (6233) or writing to Made Card at the Notice Address, Attn: Identity Theft, to request an Identity Theft Affidavit. You should send us a police report and written statement in the form we provide you alleging that you are the victim of identity theft for a specific debt. Once we receive your documentation, we will cease debt collection activity until we have reviewed the materials, determined that the debt is still collectible, complied with all obligations described in the Billing Rights Notice below and sent you a written notice describing the basis for our determination.

## **22. Military Lending Act**

Federal law provides important protections to members of the Armed Forces and their dependents (together "Covered Borrowers") relating to extensions of consumer credit. In general, the cost of consumer credit to a Covered Borrower may not exceed an APR of 36%. 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 or annual fee charged (other than certain bona fide and participation fees for a credit card account). Members of the Armed Forces and their dependents may hear important disclosures and payment information about this Agreement and additional information about whether these protections apply to them by calling this toll-free number: 1-888-365-MADE (6233)

## **23. Servicemembers Civil Relief Act**

Servicemembers Civil Relief Act ("SCRA") relief is available for extensions of credit acquired by a servicemember prior to active duty. Relief is given to servicemembers for the duration of their active duty. Servicemembers may request SCRA relief from the start of active duty up to 180 days after they leave active duty. To help us determine your eligibility please send a copy to the Notice Address, Attn: SCRA Notice of active duty orders or a letter from your executive or commanding officer on official letterhead that includes:

- Servicemember's name and Social Security Number
- Active duty start date
- Branch of service

## **24. Lost or Stolen Cards**

If your Card is lost or stolen or if you think someone may be using your Card or Account without your permission, you must notify us promptly by reporting it lost or stolen on the Made website or Made mobile app or by calling 1-888-365-MADE (6233). Your liability for a series of unauthorized uses before you notify us will not exceed either \$50 or the value obtained through the unauthorized use, whichever is less. You will not be liable for any unauthorized use that occurs after you notify us.

## **25. Governing Law**

Except as provided in the Arbitration Clause below, this Agreement and your Account are governed by federal law and, to the extent state law applies, the laws of the State of Missouri, without regard to its conflicts of law principles, though we will rely on the provisions of Nebraska law with respect to the fees and charges that apply to your account, as authorized by Missouri Revised Statutes § 408.145. Further, this Agreement is made in Missouri and credit is extended to you from Missouri, regardless of where you live or use your account..

## **26. Severability**

Subject to the Arbitration Clause: (a) if any part of this Agreement conflicts with applicable law, that law will control, and this Agreement will be considered changed to the extent necessary to comply with that law; and (b) if any part of this Agreement is determined by a court of competent jurisdiction to be invalid, the remainder of this Agreement will remain in effect.

## **27. Bankruptcy**

You promise that you are not a debtor under any proceeding in bankruptcy, have not consulted a bankruptcy attorney in the past six (6) months and have no current intention of filing a petition for relief under the United States Bankruptcy Code. All bankruptcy notices and related correspondence to us must be sent to Made Card at the Notice Address, Attn: Bankruptcy Notice.

## **28. Notice and Cure**

Prior to initiating a lawsuit or arbitration regarding a legal dispute or claim relating in any way to this Agreement, the Account or the Card (a "Claim"), the party asserting the Claim (the "Claimant") must give the other party (the "Defending Party") written notice of the Claim (a "Claim Notice") in accordance with the notice provisions of this Agreement (see Section 18). Any Claim Notice you send must be addressed to Made Card at the Notice Address, Attn: Legal Claim, and must provide your Account number and phone 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 and must give the Defending Party a reasonable opportunity, not less than thirty (30) days, to resolve the Claim on an individual basis.

## **29. Waiver of Right to Class Actions**

NO CLASS ACTIONS. UNLESS YOU ARE A COVERED BORROWER, YOU AGREE AND ACKNOWLEDGE THAT PURSUANT TO FEDERAL AND MISSOURI LAW YOU ARE WAIVING YOUR RIGHT TO INITIATE OR PARTICIPATE IN A CLASS ACTION RELATED TO THIS AGREEMENT.

### **30. Waiver of Right to Trial by Jury**

YOU AND WE ACKNOWLEDGE THAT THE RIGHT TO TRIAL BY JURY IS A CONSTITUTIONAL RIGHT BUT MAY BE WAIVED IN CERTAIN CIRCUMSTANCES. TO THE EXTENT PERMITTED BY LAW, AND UNLESS YOU ARE A COVERED BORROWER, YOU AND WE KNOWINGLY AND VOLUNTARILY WAIVE ANY RIGHT TO TRIAL BY JURY IN THE EVENT OF LITIGATION ARISING OUT OF OR RELATED TO THIS AGREEMENT. THIS JURY TRIAL WAIVER SHALL NOT AFFECT OR BE INTERPRETED AS MODIFYING IN ANY FASHION THE ARBITRATION CLAUSE, WHICH CONTAINS ITS OWN SEPARATE JURY TRIAL WAIVER.

### **31. Entire Agreement**

This Agreement constitutes the entire agreement between you and us with respect to the Account and the Card. This Agreement supersedes and may not be contradicted by evidence of any prior or contemporaneous written or oral communication or understanding between you and us concerning the Account or the Card.

### **32. Customer Privacy**

Our privacy notice is provided separately in accordance with applicable law and can be viewed online at [www.madecard.com/privacy](http://www.madecard.com/privacy), and the Lead Bank privacy policy is provided separately in accordance with applicable law and can be viewed online at [www.lead.bank/privacy-and-terms](http://www.lead.bank/privacy-and-terms) (collectively, the "Privacy Policy"). You authorize us to collect and process certain personal data and information from you, from third parties, or automatically from your use of the products or services provided by us, in accordance with the Privacy Policy, throughout our relationship and your use of our products or services. In particular, you authorize your wireless carrier to use or disclose information about your account and your wireless device, if available, to us or our service provider(s) for the duration of your business relationship, solely to help us identify you or your wireless device and to prevent fraud. See our Privacy Policy for how we treat your data.

### **33. Language**

You agree that you can understand English-language communications and agree that the English-language version of all communications will be binding. The section headings and descriptions in this Agreement are for convenience only and do not in any way limit or define your or our rights or obligations in this Agreement. As used in this Agreement, the term "including" means "including, but not limited to."

### **34. Assignment**

We may at any time and without notice to you, sell, pledge or transfer this Agreement or any Account Balance to any party at any time. If we do so, then the purchaser, pledgee or transferee will succeed to all our applicable rights and responsibilities. You may not sell, assign or transfer this Agreement or any of your rights and obligations under this Agreement. Any attempted sale, assignment or transfer by you without our prior written consent will be null and void.

### **35. Change of Terms**

Subject to applicable law, we may at any time change, add to or delete terms and conditions of this Agreement, including interest rates, fees and charges. Such changes may be based on our anti-fraud policies and procedures, your level of compliance with this Agreement, your credit score, other information contained in your credit report, prevailing economic conditions and/or any other factors. We will give you notice of any change, addition or deletion as required by applicable law. As of the elective date, the changed terms, at our option, will apply to new purchases and the outstanding balances of your Account, to the extent permitted by applicable law. No change to any term of this Agreement will affect your obligation to pay in full all amounts due and owing under this Agreement or otherwise perform the terms and conditions of this Agreement.

### **36. Special Offers and Payment Plans**

At our discretion, we may make special offers to you at any time. Such offers may apply to all purchases or balances on your Account, or only to some purchases or balances. We will provide to you the terms of any special offer and tell you how they differ from this Agreement. Except as provided in any special offer, the rest of this Agreement will still apply to your Account. These offers may include payment plans and skip payment offers. We may make special offers to certain cardholders and not others based on eligibility criteria established in our sole discretion. The availability of such an offer to certain cardholders shall not require that the offer be made available to all cardholders.

### **37. Pre-authorized Recurring Merchant Transactions**

You may authorize a merchant to automatically initiate a transaction on a recurring basis to your Account. Upon the issuance by us of a new Card with a new Account number or expiration date, you may need to provide the merchant with such updated information in order to continue the recurring transactions; however, you authorize us to provide updated information to the merchant at our discretion. You must contact the merchant if you want to cancel automatic billing.

### **38. Foreign Currency Transactions**

If you make a transaction using your Account in a foreign currency (including, for example, online purchases from a merchant located outside of the U.S.), the credit card association will convert any transaction in foreign currency into U.S. dollars using an exchange rate for the applicable central processing date that is (1) selected by the association from the range of rates available in wholesale currency markets, which rate may vary from the rate the association receives, or (2) the government mandated rate. The conversion rate you get may differ from the rate on the transaction date or the posting date, and from the rate that the credit card association gets. A merchant or other third party may convert a transaction into U.S. dollars or another currency, using a rate they select, before sending it to the credit card association.

### **39. Headings**

The section headings of this Agreement are inserted only for convenience and are in no way to be construed as substantive parts of this Agreement.

### **40. Arbitration Clause**

This section provides that disputes may be resolved by binding arbitration. Arbitration replaces the right to go to court, have a jury trial or initiate or participate in a class action. In arbitration, disputes are resolved by an arbitrator, not a judge or jury. Arbitration procedures are simpler and more limited than in court. This arbitration provision is governed by the Federal Arbitration Act (FAA), and shall be interpreted in the broadest way the law will allow.

#### Covered Claims

You or we may arbitrate any claim, dispute or controversy between you and us arising out of or related to your Account, a previous related Account or our relationship (referred to as “Claims” in this Arbitration Provision).

If arbitration is chosen by any party, neither you nor we will have the right to litigate that Claim in court or have a jury trial on that Claim.

Except as stated below, all Claims are subject to arbitration, no matter what legal theory they’re based on or what remedy (damages, or injunctive or declaratory relief) they seek, including Claims based on contract, tort (including intentional tort), fraud, agency, your or our negligence, statutory or regulatory provisions, or any other sources of law; Claims made as counterclaims, cross-claims, third-party claims, interpleaders or otherwise; Claims made regarding past, present or future conduct; and Claims made independently or with other claims. This also includes Claims made by or against anyone connected with us or you or claiming through us or you, or by someone making a claim through us or you, such as a co-applicant, Authorized User, employee, agent, representative or an affiliate/parent/subsidiary company.

#### Arbitration Limits

- Individual Claims filed in a small claims court are not subject to arbitration, as long as the matter stays in small claims court.
- We won’t initiate arbitration to collect a debt from you unless you choose to arbitrate or assert a Claim against us. If you assert a Claim against us, we can choose to arbitrate, including actions to collect a debt from you. You may arbitrate on an individual basis Claims brought against you, including Claims to collect a debt.
- Claims brought as part of a class action, private attorney general or other representative action can be arbitrated only on an individual basis. The arbitrator has no authority to arbitrate any claim on a class or representative basis and may award relief only on an individual basis. If arbitration is chosen by any party, neither you nor we may pursue a Claim as part of a class action or other representative action. Claims of 2 or more persons may not be combined in the same arbitration. However, applicants, co-applicants, Authorized Users on a single Account and/or related Accounts or corporate affiliates are here considered as one person.

#### Survival and Severability of Terms

This arbitration provision shall survive changes in this Agreement and termination of the Account or the relationship between you and us, including the bankruptcy of any party and any sale of your Account, or amounts owed on your Account, to another person or entity. If any part of this arbitration provision is deemed invalid or unenforceable, the other terms shall remain in force, except that there can be no arbitration of a class or representative Claim. This arbitration provision may not be amended, severed or waived, except as provided in this Agreement or in a written agreement between you and us.

#### Rules for Rejecting this Arbitration Provision

**You may reject this arbitration provision by sending a written rejection notice** to us at 169 Madison Ave STE 38013, New York, NY 10016. Your rejection notice **must be mailed within 60 days of Account opening**. Your rejection notice must state that you reject the arbitration provision and include your name, address, Account number and personal signature. No one else may sign the rejection notice. Your rejection notice will not apply to the arbitration provision(s) governing any other account(s) that you have or had with us. Rejection of this arbitration provision won't affect your other rights or responsibilities under this Agreement, including use of the Account.

**Exhibit B**  
**Your Billing Rights**

**YOUR BILLING RIGHTS 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 STATEMENT**

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

Made Card  
169 Madison Ave STE 38013  
New York, NY 10016

In your letter, give us the following information:

- Account information: Your name and account number.
- Dollar amount: The dollar amount of the suspected error.
- Description of problem: If you think there is an error on your bill, describe what you believe is wrong and why you believe it is a mistake. You must contact us:
  - Within 60 days after the error appeared on your statement.
  - At least 3 business days before an automated payment is scheduled, if you want to stop payment on the amount you think is wrong.
- You must notify us of any potential errors in writing [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 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:

- 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.)
- You must have used your credit card for the purchase. Purchases made with cash advances from an ATM or with a check that accesses your credit card account do not qualify.
- 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 at:

Made Card  
169 Madison Ave STE 38013  
New York, NY 10016

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.

**Exhibit C**  
**Risk-Based Pricing Disclosure**

<b>What is a credit report?</b>	A credit report is a record of your credit history. It includes information about whether you pay your bills on time and how much you owe to creditors.
<b>How do you use your credit report?</b>	<p>We used information from your credit report to set the terms of the credit we are offering you, such as the Annual Percentage Rate.</p> <p>The terms offered to you may be less favorable than the terms offered to consumers who have better credit histories.</p>
<b>What if there are mistakes in your credit report?</b>	<p>You have a right to dispute any inaccurate information on your credit report.</p> <p>If you find mistakes on your credit report, contact TransUnion, which is the consumer reporting agency from which we obtained your credit report.</p> <p>It is a good idea to check your credit report to make sure the information it contains is accurate.</p>
<b>How can you obtain a copy of your credit report?</b>	<p>Under Federal law, you have the right to obtain a copy of your credit report without charge for 60 days after you receive this notice. To obtain your free report, contact TransUnion:</p> <p style="margin-left: 40px;"><i>By telephone:</i>                      Call toll-free: 1-800-916-8800</p> <p style="margin-left: 40px;"><i>By mail:</i>                                      Mail your written request to: TransUnion Consumer Solutions P.O. Box 2000 Chester, PA 19016-2000</p> <p style="margin-left: 40px;"><i>On the web:</i>                              Visit <a href="https://www.transunion.com/">https://www.transunion.com/</a></p>
<b>How can you get more information about credit reports?</b>	For more information about credit reports and your rights under Federal law, visit the Consumer Financial Protection Bureau's website at <a href="http://www.consumerfinance.gov/learnmore">www.consumerfinance.gov/learnmore</a> .