

Effective as of May 21st, 2024

Arro Mastercard® Credit Card

Rates and Fees Table

This Rates and Fees Table shows rates, fees, and other important information about your Arro Mastercard® Credit Card Account and is part of your Arro Mastercard® Credit Card Cardholder Agreement ("Agreement").

Interest Rates and Interest Charges

Annual Percentage Rate (APR) for Purchases	16.00%*
How to Avoid Paying Interest on Purchases	Your due date is at least 25 days after the close of each billing cycle. We will not charge you any interest on purchases if you pay your entire balance by the due date each month.
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 www.consumerfinance.gov/learnmore .

Fees

Membership Fee	Based on your initial credit limit**, the fee for the first year will be: \$50: \$12 annually for the first year \$100: \$24 annually for the first year \$200: \$36 annually for the first year After the first year, the fee will be \$36 annually.
Transaction Fees	N/A
Penalty Fees • Late Payment • Returned Payment • Overlimit	Up to \$8 \$1 None

How Will We Calculate Your Balance: We use a method called “average daily balance (including new purchases).” See the Agreement for more detail.

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

***Daily Periodic Rate:** 0.04384%

******You may receive a promotional membership fee for the first year lower than this rate

**YOUR CARDHOLDER AGREEMENT INCLUDES AN
ARBITRATION AGREEMENT. PLEASE SEE BELOW FOR
DETAILS.**

ARRO CREDIT CARD CARDHOLDER AGREEMENT

1. **Accepting this Agreement:** This Arro Mastercard® Credit Card Cardholder Agreement, together with your Arro Mastercard® Credit Card Rates and Fees Table, Arbitration Agreement, Rewards Program Terms and credit card application (collectively, this "Agreement") govern the use of The Arro Mastercard® Credit Card ("Card") and related credit account ("Account"). All of the separate documents governing the Account, and any future changes we may make to this Agreement, are part of this Agreement. Please read this Agreement and retain a copy for your records. You accept this Agreement, and it becomes effective, if you do not cancel your Account within 30 days after receiving a Card. You also accept this Agreement if and when you (or a person authorized by you) make a transaction using the Card. Your use of the Card is your consent to be bound by the terms of this Agreement.

The Card is issued by Community Federal Savings Bank ("CFSB"), Member FDIC, pursuant to a license from Mastercard International. CFSB is the creditor and Card issuer. As used in this Agreement, "we," "us," and "our" mean CFSB, and any assignee of its rights. The words "you" and "your" mean all persons responsible for complying with this Agreement, including the applicant, the cardholder, any guarantor and the person to whom we address Account statements.

2. **Servicer:** ArroFi Inc. ("Arro"), along with its partners and service providers, is the servicer of your Card and Account. In that capacity, Arro may act on our behalf, perform our obligations, or enforce our rights under this Agreement. Arro will provide you with any and all notifications as well as all customer support related to your Account. Please contact Arro if you have any questions at support@arrofinance.com.
3. **Use of the Card and Account:** You may use the Card to purchase goods or services for personal, family, or household purposes from any person or establishment accepting the Card (each such transaction, a "Purchase"). If you use your Card or Account number without presenting your Card (such as for a mail order, telephone, or Internet Purchase), the legal effect will be the same as if you used the Card itself. Cash advances and balance transfers are not available on your Account.

You agree to use the Card and Account only for legal and lawful purposes. You are not permitted to use the Card or Account for business purposes. Neither the Card nor the Account may be used for the purpose of paying us on this or any other form of credit account you may have with us. If you do use your Card for any impermissible 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 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, interest, fees and charges charged to your Account. This includes Purchases for which you did not present your Card or sign for the transaction. You are obligated to repay us for all transactions made using your Card by people you have authorized to use the Card even if their use of the Card exceeds the authorization which you gave them.
5. **Credit Limits:** We will assign a maximum amount of credit to your Account (your "Credit Limit") and post it on your monthly statement. At our discretion, and subject to applicable law, we may increase, decrease, cancel, or restrict your Credit Limit at any time without advance notice to you. You agree that you will not exceed or attempt to make any Purchase that would cause you to exceed your Credit Limit, unless otherwise authorized by us. We may, in our sole and absolute discretion, honor your request for a Purchase that will cause you to exceed your Credit Limit, but, if we do, it will not increase your Credit Limit, and you will still be liable for any amounts incurred by any Purchase that exceeds your Credit Limit. This Agreement applies to your Account balance, including amounts in excess of the Credit Limit, and finance charges and other fees will apply to the excess as they do to other balances on your Account. If you exceed your Credit Limit, you must immediately repay the amount in excess of your Credit Limit.
6. **Monthly Statements:** We will send you a monthly statement shortly after the end of each monthly billing cycle with any activity, fee or interest charge or an ending debit or credit balance. 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, among other matters, the outstanding balance at the start and end of the billing cycle (that is, the "previous balance" and "new balance," respectively); Purchases; payments, credits and adjustments; interest charges and fees; your Credit Limit and available credit; and the Minimum Payment and Payment Due Date.
7. **Payments:**

- a. Minimum Payment:** Your Account will be on a monthly billing cycle. Each billing cycle, you must pay at least the minimum payment amount shown on your statement ("Minimum Payment") by the payment due date shown on your statement ("Payment Due Date"). If your statement balance is less than \$10.00, your Minimum Payment will be equal to your statement balance. Otherwise, your Minimum Payment will equal the greater of \$10 or the sum of: (1) 1% of your statement balance, excluding any new interest charges; (2) new interest charges; (3) any amount past due at the end of the billing cycle; and (4) any late fees charged. We round the payment amount up to the nearest cent.

You may pay all or part of your Account balance at any time. If you make a payment greater than your Minimum Payment, this does not affect your obligation to pay the entire Minimum Payment due in subsequent billing cycles. Returns and other credits to your Account, such as from merchants, are generally not considered payments and will not reduce your Minimum Payment.

- b. When Payments Are Due:** We must receive at least the Minimum Payment on your Account in a form acceptable to us by 11:00 PM Pacific Time on the Payment Due Date for it to be credited to your Account as of the same day it is received. Payments received after that time will be credited as of the next day. All credits for payments to your Account are subject to final payment by the institution on which the payment item was drawn. Depending upon the type of payment you make, your available credit may not be restored for up to 20 days after we receive a payment.

- c. Payment Options and Instructions:** You may make payments using any method we permit, including by authorizing a one-time electronic payment or by setting up automatic payments. Your payment must be made in U.S. dollars and must be drawn on a deposit account held at a U.S. financial institution. You agree not to send us any post-dated checks. If you do, we may deposit it immediately upon receipt, despite the later date on the check. You agree not to send us payments marked "paid in full," "without recourse" or with similar language.

If you do not follow our payment instructions in this section [and any additional instructions shown on your statement], we may not accept your payment, or there may be a delay in crediting your Account, which may result in additional fees and interest.

We may accept late payments, partial payments, or any payments marked with any restrictive language without losing any of our rights under this Agreement or under the law to collect all amounts due and payable on your Account. Our acceptance of such payments does not mean we agree to change this Agreement in any way. 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 e-mailed to support@arrofinance.com.

- d. Payment Allocation:** We will apply the Minimum Payment to balances on your Account using any method we choose, in accordance with applicable laws and regulations. Although your Minimum Payment will be applied in any order at our discretion, payments in excess of the Minimum Payment will be applied to balances with the highest Annual Percentage Rate (“APR”) first and then to lower rate balances in descending order of APR.
- 8. Interest Charges:** We calculate interest on your Account each billing cycle using an APR. The APR that applies to your Account is disclosed in your Rates and Fees Table.

 - a. Daily Periodic Rate:** The daily periodic rate for purchases is based on the APR for purchases. The daily periodic rate for purchases on your Account is calculated by taking the applicable APR divided by 365 (“Daily Periodic Rate”).
 - b. Grace Period on Purchases:**

 - i. If your Account balance is \$0 at the beginning of a billing cycle or you pay the entire Account balance as of the beginning of a billing cycle by the Payment Due Date that falls in such billing cycle, you get a “grace period” and will not be charged any interest charges for such billing cycle.
 - ii. If you do not get a grace period for a billing cycle, but you got a grace period for the immediately preceding billing cycle, we will charge interest on any remaining unpaid amount from the previous statement date.
 - iii. If you get a grace period on Purchases for a billing cycle on account of a payment that is dishonored or reversed in the next billing cycle, we will charge you the interest charges you avoided in the prior billing cycle due to the dishonored or reversed payment or credit in the next billing cycle.
 - c. How We Calculate Interest:** We use the “average daily balance (including new purchases)” method to calculate interest on your Account. Under this method, we calculate the interest charge for each type of balance on your Account by applying the Daily Periodic Rate to the average daily balance of your Account (“ADB”). To get the ADB for each type of balance, we take the outstanding balance of your Account each day and add any new Purchases and fees. We also add interest equal to the previous day’s balance multiplied by the Daily Periodic Rate. (This means interest is compounded daily.) Then, we subtract any payments or credits. This gives us the daily balance. Any daily balance that is a credit balance will be

treated as zero. If you get a grace period for a billing cycle (see subsection (b)(i)), the Account balance is treated as \$0 for each day in the billing cycle. 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.

d. Interest Accrual Periods:

- i. If you get a grace period for 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 charges at all.
- ii. 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 until the day the amount listed on the most recent statement date is repaid in full
- iii. If you do not get a grace period for the Purchase Cycle, we charge interest charges from the day the Purchase is posted until the day the amount listed on the most recent statement date Purchase is repaid in full

9. **Fees:** Subject to applicable law, including the federal Truth in Lending Act and Regulation Z, you agree to pay the following fees:

- a. **Late Fees:** Each time we do not receive the Minimum Payment in full by the Payment Due Date, we have the right to charge a late fee for the amount disclosed in the Rates and Fees Table. We will never charge a late fee exceeding the Minimum Payment that is late.
- b. **Monthly Fee:** On the first day of each billing cycle, we will charge you a monthly fee for the amount disclosed in the Rates and Fees Table to your credit card. We may refund the fee if the Account is closed before the billing cycle is completed.
- c. **Additional Fees:** We may charge additional fees in connection with your Account and certain actions taken by you under the Account, including but not limited to fees for special services you request, in accordance with applicable law.

10. **Limits on Interest, Fees and Charges:** It is not our intent to charge or collect any interest, fee or charge in excess of the amount permitted by applicable law. If any interest, fee or charge 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.

11. **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

be required to contact the merchant to provide such updated information in order to continue the recurring transactions. We may, but are not required to, provide updated information to the merchant at our discretion. It is your responsibility to contact the merchant if you want to cancel automatic billing.

12. **Unsupported Transactions:** We reserve the right to block or decline transactions that fall under certain restricted categories. These categories include, but are not limited to: peer-to-peer transfers (e.g., person-to-person payments via payment apps or similar services), gambling (including online gaming and betting), and cash advances/ATM withdrawals.

We actively monitor transactions to ensure compliance with our policies. If a transaction is identified as belonging to a restricted category, we may block or decline the transaction, temporarily restrict account access, or close the account without prior notice.

We will notify you of any account restrictions or closure, providing the reason for such actions. You are responsible for any consequences arising from the inability to use the account due to these restrictions.

13. **Foreign Currency Transactions:** If you make a Purchase using your Account in a foreign currency (including, for example, online Purchases from a merchant located outside of the U.S.), the Purchase will be converted to U.S. dollars based on a rate selected by MASTERCARD INTERNATIONAL . (or any of its affiliates) from the range of rates available in wholesale currency markets for the applicable central processing date (which may vary from the rate MASTERCARD INTERNATIONAL . itself receives) or the government-mandated rate in effect for the applicable central processing date. The currency conversion rate used by MASTERCARD INTERNATIONAL. (or any of its affiliates) on the currency conversion date may differ from the exchange rate in effect on the day you made the Purchase or on the day the Purchase is posted to your Account.

14. **Events of Default:** Subject to applicable law, we may consider your Account in default at any time if: (1) you fail to pay at least the Minimum Payment by the Payment Due Date; (2) you attempt to engage in a transaction that exceeds the Credit Limit; (3) you make a payment that is returned unpaid to us for any reason; (4) you breach any term under this Agreement; (5) we determine that any statement made by you to us in connection with this Agreement or your credit card application was false or misleading; (6) you breach any terms under any other agreement that you have with us, Arro or with any of their affiliates; (7) you file for bankruptcy or some other insolvency proceeding is filed by or against you; (8) you are declared incompetent or mentally incapacitated, or in the event of your death; or (9) we have any reason to

believe you may not be creditworthy.

- 15. Suspension/Revocation/Cancellation:** Subject to applicable law, we may suspend, revoke 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 such actions on our part will not affect your obligation to pay us the outstanding balance, interest and fees under the terms of this Agreement. We are not liable for any refusal to honor your Card or Account, or for the retention of your Card by any person or entity. If we revoke or cancel the Card, you must destroy the Card or return the Card to us at our request. If a merchant that accepts Cards asks you to surrender an expired or revoked Card, you must do so. You may not use a Card after it has expired or after it has been revoked or canceled. You may cancel your Account at any time.
- 16. Default Remedies:** Upon your default and subject to any limitations or requirements of applicable law: (1) we may declare the entire amount you owe us immediately due and payable and/or suspend or cancel your Account privileges; and (2) you agree to pay all reasonable costs, including all court costs plus all reasonable attorneys' fees if we must refer your Account for collection to any attorney who is not our employee.
- 17. Entire Agreement:** You acknowledge that this Agreement, as amended (which includes your Rates and Fees Table, Arbitration Agreement, Rewards Program Terms and credit card application) constitutes the entire agreement between you and us with respect to the Account and the Card, and 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.
- 18. Waiver:** Our failure to exercise any of our rights under this Agreement, or our waiver of our rights on any one occasion, shall not constitute a waiver of such rights on any other occasion. We will not lose our rights under this Agreement because we delay in enforcing any of them.
- 19. Customer Privacy:** When you sign up for an Account through Arro, you will be prompted to agree to our Privacy Notice. You authorize Arro to share any of your information with us for the purposes of establishing and administering your Account. It is your responsibility to make sure the data you provide Arro and us is accurate and complete. Because we have our own contractual rules governing use of our services, you must accept our Privacy Notice before opening your Account. Our Privacy Notice can be viewed online at <https://www.cfsb.com/privacy/>. Arro's privacy policy is provided separately in accordance with applicable law and can also be viewed online

at <https://www.arrofinance.com/legal/privacy-policy/>.

- 20. Assignment:** We may at any time and without notifying you, sell, transfer or otherwise assign your Account or any Account balances to any party at any time. You may not assign or transfer your Account or any of your rights and obligations under this Agreement. Any such assignment or transfer by you will be void.
- 21. Change of Terms:** We may change the terms of this Agreement at any time, including any additions or deletions to the terms in this Agreement. These changes may apply to existing and future balances on your Account as of the effective date of the change to the extent permitted under applicable law. We will give you advance written notice of any change and a right to reject the change if required by law. We may require you to close your Account or take other actions if you reject the changes. Any change to any term of this Agreement will not excuse your obligation to pay all amounts owed under this Agreement.
- 22. Special Offers:** At our option, we may make a special offer to you at any time. A special offer may apply for a limited period of time and may be extended to certain cardholders based on criteria that we may determine at our sole discretion. Each special offer will be governed by the terms of that offer and this Agreement. We will provide you the terms applicable to a special offer at the time we offer it to you. Special offer terms may temporarily modify certain terms of this Agreement for qualifying payments or transactions. All other terms of this Agreement remain unchanged. Any such special offer will not limit or affect any of our rights we have under this Agreement or applicable law.
- 23. Severability:** Subject to the Arbitration Agreement: (1) 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 (2) 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.
- 24. Bankruptcy:** You promise that you are not a debtor under any proceeding in bankruptcy, have not consulted a bankruptcy attorney in the past six 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 Arro at support@arrofinance.com.
- 25. Events Outside of Our Control:** We do not guarantee that you will always be able to make Purchases with your Card or your Card will always be accepted when you attempt to use it. We are not responsible and will not be liable for any Card or other

failures resulting from events outside of our reasonable control.

26. Communications: To the extent permitted by applicable law, you agree that we have your express written permission and consent authorizing us, our affiliates, servicer, agents, assigns, marketing associates and service providers (collectively, the "Messaging Parties") to contact you using automatic telephone dialing systems, artificial or prerecorded voice message systems, text messaging systems and automated email systems in order to provide you with information about this Agreement or your Account, including, but not limited to information about upcoming Payment Due Dates, missed payments and returned payments. You authorize the Messaging Parties to make such contacts using any telephone numbers, email addresses, or mailing addresses you supply to any of the Messaging Parties or that we obtain through any legal means. You understand that anyone with access to your telephone or email account may listen to or read 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.

27. Credit Reports: You understand and agree that we may obtain a consumer credit report in connection with your request for credit and in connection with any updates, renewals or extensions of any credit as a result of your request. If you ask, you will be informed whether or not such a report was obtained and, if so, the name and address of the agency that furnished the report. You understand and agree that we may obtain a consumer credit report in connection with the review or collection of any transaction on your Account or for other legitimate purposes related to such transactions. California Residents – you agree to waive your right to keep confidential information from us under Section 1808.21 of the California Vehicle Code.

28. Information Reporting: We may report information about 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.

29. Inaccurate Information: You have the right to dispute the accuracy of information we have reported. If you think any information about your Account that we have reported to a credit bureau is incorrect, you can notify us by contacting us at support@arrofinance.com. Include your name, address, Account number, telephone

number and a brief description of the issue. If available, please include a copy of the credit report in question. 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.

30. Notices and Change in Information: You must send any notices to support@arrofinance.com. To the extent permitted under applicable law, any notice you send us will not be effective until we receive it and have had a reasonable opportunity to act on such notice. Any electronic correspondence we send to you will, however, be effective and deemed delivered when mailed to you at your email address if you have authorized electronic communications, in each case as it appears on our records. You must notify us of any changes to your name, mailing or email address, cell phone or home telephone number within 15 days of such change. All bankruptcy notices and related correspondence to us may be sent to us at support@arrofinance.com.

31. Identity Theft: If you believe that you have been the victim of identity theft in connection with your Account, contact us via email at support@arrofinance.com to request an Identity Theft Affidavit. If a police report was filed, please submit it with the 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-error rights notice in Section 39 and sent you a written notice describing the basis for our determination.

32. Lost or Stolen Card: You agree to promptly notify us if you believe that your Card has been lost or stolen or that someone has used or may use your Card or Account without your permission. 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 receipt of your notice by us.

You agree to assist us in determining the facts, circumstances and other pertinent information related to any loss, theft or possible unauthorized use of your Card or Account and to comply with such procedures as we may reasonably require in connection with our investigation, including the filing of one or more reports with the appropriate law enforcement authorities. Subject to applicable law, you acknowledge and agree that we may terminate our investigation if you fail to provide us with any such assistance or to comply with such procedures, and we otherwise have no knowledge of facts confirming the unauthorized use of your Card or Account. In such circumstances, we will deem any such use as having been authorized by you and you

will be liable for the amount of any transactions plus interest charges and fees incurred with any such use.

33. Identification Notice (USA PATRIOT ACT): To help the government fight the funding of terrorism and money laundering, Federal law requires all financial institutions to obtain, verify, and record information that identifies each person who opens an account.

This means that when you open an account or use our services, we may ask for your name, address, date of birth, and other information that will allow us to identify you. We may also ask to see other identifying documents such as driver's license, passport, or other documents that validate your identity.

Even if you have been an existing customer of ours, we may ask you to provide this kind of information and documentation because we may not have collected it from you in the past or we may need to update our records.

If, for any reason, any owner is unable to provide the information necessary to verify their identity, your Account may be blocked or closed, which may result in additional fees assessed to the Account.

You are responsible for the accuracy and completeness of all information supplied to us in connection with your Account and for keeping your personal data with us updated if you move or otherwise make changes to your personal data.

34. Military Lending Act Notice: 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 may not exceed an annual percentage rate of 36 percent. This rate must include, as applicable to the credit transaction or account: the costs associated with credit insurance premiums; fees for ancillary products sold in connection with the credit transaction; any application fee charged (other than certain application fees for specified credit transactions or accounts); and any participation fee charged (other than certain participation fees for a credit card account).

If you are covered by the Military Lending Act, (i) then you are not bound by the Arbitration Agreement below, and (ii) notwithstanding anything to the contrary in this Agreement, to the extent required by the Military Lending Act, nothing in this agreement will be deemed a waiver of the right to legal recourse under any otherwise applicable provision of state or federal law.

To receive this information verbally or for questions, please call (855) 903-1179.

35. Governing Law: This Agreement is governed by and construed in accordance with the laws of the United States. To the extent state law applies to this Agreement, this Agreement will be governed by the laws of the state of New York. This Agreement is not valid until accepted by us in New York, and any credit extended to you is extended in and from New York, regardless of where you reside or use your Account. You agree that if a dispute arises and you file suit against us, services of process on the Bank may be made only at our main office in New York.

36. Collection Proceedings: To the extent permitted by applicable law, you agree that, in any collection proceeding by us, our servicer, or a direct or indirect purchaser of your indebtedness from us, unless you provide affirmative evidence, sufficient to the finder of fact, that our business records are incorrect, the records we maintain in the ordinary course of business, including monthly statements and/or summaries of information in our computer records, certified by any custodian of our records as accurate reflections of statements or information in our business records, provide adequate proof of the amounts due hereunder.

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

38. Arbitration Agreement: This Arbitration provision does not apply to you if, as of the date of this Agreement, you are a member of the Armed Forces or a dependent of such member entitled to protection under the Military Lending Act. Subject to the preceding sentence, the following Arbitration provisions will apply:

- a. General. Either you or we may elect to arbitrate or require the other party to arbitrate any Claim (as defined below) under the following terms and conditions. If you or we elect to arbitrate a Claim, neither you nor we will have the right to: (1) have a court or a jury decide the Claim; (2) participate in a class action in court or in arbitration, either as a class representative or a class member; (3) act as a private attorney general in court or in arbitration; or (4) join or consolidate your Claim(s) with claims of any other person. The right to appeal and the right to discovery are more limited in arbitration than in court. Other rights that you would have if you went to court may also not be available in arbitration.
- b. Definitions: The following definitions apply to this Arbitration provision, even if terms defined in this Arbitration provision are defined differently elsewhere in

this Agreement: (1) "We," "us" and "our" mean Community Federal Savings Bank or any subsequent holder of this Agreement. Also, these terms include the parents, subsidiaries, affiliates and successors of such company, as well as the officers, directors, agents and employees of any of the foregoing. These terms also include any party named as a co-defendant with us in a Claim asserted by you, such as Program Manager, marketing companies, credit bureaus, credit insurance companies, credit card or loan servicers and debt collectors; (2) "You," "your" and "yours" include each and every cardholder, you and/or Authorized User; (3) "Administrator" means the American Arbitration Association ("AAA"), 1633 Broadway, 10th Floor, New York, NY 10019, www.adr.org, 800-778-7879 or JAMS, 620 Eighth Avenue, 34th Floor, New York, NY 10018, www.jamsadr.com, 800-352-5267; or any other company selected by mutual agreement of the parties. If both AAA and JAMS cannot or will not serve and the parties are unable to select an Administrator by mutual consent, the Administrator will be selected by a court. The party initiating an arbitration selects the Administrator. Notwithstanding any language in this Arbitration provision to the contrary, no arbitration may be administered, without the consent of all parties to the arbitration, by any Administrator that has in place a formal or informal policy that would purport to override subsection below, captioned "No Class Actions" (the "Class Action Waiver"); (4) "Claim" means any claim, dispute or controversy between you and us that in any way arises from or relates to this Agreement or the Account, including disputes arising from actions or omissions prior to the date of this Agreement. "Claim" has the broadest reasonable meaning, and includes initial claims, counterclaims, cross-claims and third-party claims. It includes disputes based upon contract, tort, consumer rights, fraud and other intentional torts, constitution, statute, regulation, ordinance, common law and equity (including any claim for injunctive or declaratory relief). However, it does not include disputes about the validity, enforceability, coverage or scope of this Arbitration provision or any part thereof (including, without limitation, the Class Action Waiver, the final sentence in subsection below under the caption "Survival, Severability, Primacy" and/or this sentence); all such disputes are for a court and not an arbitrator to decide. However, any dispute or argument that concerns the validity or enforceability of this Agreement as a whole is for the arbitrator, not a court, to decide. Claim does not include: (i) any individual action brought by you or us in small claims court or your state's equivalent court, unless such action is transferred, removed, or appealed to a different court; (ii) the exercising of any self-help rights by you or us; or (iii) any individual action in court by one party that is limited to preventing the other party from using a self-help remedy and that does not involve a request for

damages or monetary relief of any kind. The institution and/or maintenance of any such right, action or litigation will not constitute a waiver of the right of either of the parties to compel arbitration regarding any other dispute subject to arbitration pursuant to this Arbitration provision.

- c. **Starting or Demanding Arbitration:** To start an arbitration, the party asserting the Claim (the "Claimant") must commence the arbitration in accordance with the Administrator's rules. To require arbitration of a Claim, the party defending the Claim (the "Defending Party") must give the Claimant a written demand for arbitration. This demand may be given after a lawsuit has been filed and may be given in papers or motions in the lawsuit. If an arbitration is commenced or an arbitration demand is given, the Claim shall be resolved by arbitration under this Arbitration provision and the applicable rules of the Administrator then in effect.
- d. **No Class Actions:** Notwithstanding any language herein to the contrary, if you or we elect to arbitrate a Claim, neither you nor we will have the right to: (1) participate in a class action in court or in arbitration, either as a class representative, class member or otherwise; (2) act as a private attorney general in court or in arbitration; or (3) join or consolidate Claims by or against you with claims by or against any other person, and the arbitrator shall have no authority to conduct any such class, private attorney general or multiple-party proceeding.
- e. **Location and Costs:** Any arbitration hearing that you attend will take place in a location that is reasonably convenient for you. If you cannot obtain a waiver of the Administrator's or arbitrator's filing, administrative, hearing and/or other fees, we will consider in good faith any request by you for us to bear such fees. We will pay for our own attorneys, experts and witnesses, and will pay the reasonable fees and charges of your attorneys, experts and witnesses if and to the extent you prevail in the arbitration and the arbitrator makes such an award, consistent with the applicable rule of arbitration. Even if you do not win the arbitration, we will pay any of the Administrator's or arbitrator's filing, administrative, hearing and/or other fees, and the fees and charges of your attorneys, experts and witnesses, if and to the extent we are required to pay such fees and charges by law or the Administrator's rules or in order to make this Arbitration provision enforceable.
- f. **Arbitrator Selection and Discovery:** The arbitrator will be appointed by the Administrator in accordance with the rules of the Administrator. However, unless the parties agree otherwise, the arbitrator must be a retired or former

judge or a lawyer with at least 10 years of experience. In addition to the parties' rights under the Administrator's rules to obtain information prior to the hearing, either party may ask the arbitrator for more information from the other party. The arbitrator will decide the issue in his or her sole discretion, after allowing the other party the opportunity to object.

- g. **Effect of Arbitration Award:** Any court with jurisdiction may enter judgment upon the arbitrator's award. The arbitrator's award will be final and binding, except for: (1) any appeal right under the Federal Arbitration Act, 9 U.S.C. §1 et seq. (the "FAA"); and (2) Claims involving more than \$50,000. If permitted by the Administrator's rules, for Claims involving more than \$50,000, any party may appeal the award to a three-arbitrator panel appointed by the Administrator, which will reconsider anew any aspect of the initial award that is appealed. The panel's decision will be final and binding, except for any appeal right under the FAA. The costs of any appeal will be borne in accordance with subsection above, captioned "Location and Costs."
- h. **Governing Law:** This Agreement governs transactions involving interstate commerce and accordingly this Arbitration provision shall be governed by the FAA and not by any state law concerning arbitration. The arbitrator shall follow applicable substantive law to the extent consistent with the FAA, applicable statutes of limitation and privilege rules that would apply in a court proceeding, and shall be authorized to award all remedies available in an individual lawsuit under applicable substantive law, including, without limitation, compensatory, statutory and punitive damages (which shall be governed by the constitutional standards applicable in judicial proceedings), declaratory, injunctive and other equitable relief, and attorneys' fees and costs. Upon the timely request of either party, the arbitrator shall write a brief explanation of the basis of his or her award. The arbitrator will follow rules of procedure and evidence consistent with the FAA, this Arbitration provision and the Administrator's rules.
- i. **Survival, Severability, Primacy:** This Arbitration provision shall survive the termination of this Agreement, your fulfillment or default of your obligations under this Agreement and/or your or our bankruptcy or insolvency (to the extent permitted by applicable law). In the event of any conflict or inconsistency between this Arbitration provision and the Administrator's rules or other provisions of this Agreement, this Arbitration provision will govern. If any portion of this Arbitration provision, other than the Class Action Waiver, is deemed invalid or unenforceable, the remaining portions shall nevertheless remain in force. If a determination is made with respect to any Claim that the Class Action Waiver is unenforceable, only this sentence of the Arbitration

provision will remain in force and the remaining provisions shall be null and void, provided that the determination concerning the Class Action Waiver shall be subject to appeal.

- j. Amendment: Notwithstanding any provision of this Agreement to the contrary, we will not amend this Arbitration provision in a manner that adversely affects your rights or responsibilities in a material manner unless we give you a right to reject the amendment and/or the Arbitration provision in its entirety.
- k. Notice and Cure: Prior to initiating a lawsuit or arbitration regarding a Claim, the Claimant shall give the Defending Party written notice of the Claim (a "Claim Notice") and a reasonable opportunity, not less than 30 days, to resolve the Claim on an individual basis. Any Claim Notice to you shall be sent in writing by mail to the address for you maintained in our records or by electronic mail to the email address for you maintained in our records. Any collection letter we send to this email or address shall be deemed to be a Claim Notice. Any Claim Notice to us shall be sent to us by email at cupport@arrofinance.com. Any Claim Notice you send must provide your Account Number and telephone number. Any Claim Notice must explain the nature of the Claim and the relief that is demanded. The Claimant must reasonably cooperate in providing any information about the Claim that the Defending Party reasonably requests. Upon receipt of a Claim Notice, we will credit your Account for the standard cost of a certified letter.
- l. Special Payment: If (1) you submit a Claim Notice on your own behalf (and not on behalf of any other party) in accordance with subsection captioned "Notice and Cure" (including the timing requirements thereof); (2) we refuse to provide you with the relief you request; and (3) an arbitrator subsequently determines that you were entitled to such relief (or greater relief), the arbitrator shall award you at least \$500 in addition to the attorney, witness and expert fees and costs to which you are entitled.
- m. OPT-OUT: IF YOU DO NOT AGREE TO THE ABOVE ARBITRATION PROVISIONS, DO NOT USE YOUR CARD OR THE ACCOUNT. EMAIL US AT SUPPORT@ARROFINANCE.COM TO CLOSE YOUR ACCOUNT. YOU AGREE TO BE BOUND BY THE ABOVE ARBITRATION PROVISIONS WHEN YOU FIRST USE YOUR CARD OR ACCOUNT.

39.STATE NOTICES

All Accounts, including California and Utah Residents

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

California

The applicant, if married, may apply for a separate account. After credit approval: (a) each applicant shall have the right to use this account to the extent of any credit limit set by the creditor; and (b) each applicant may be liable for all amounts of credit extended under this account to each joint applicant.

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 fulfil the terms of your credit obligations.

Delaware

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

Florida

You (borrower) agree that, should we (creditor) obtain a judgment against you, a portion of your disposable earnings may be attached or garnished (paid to us by your employer), as provided under Florida and Federal law.

Maryland

To the extent, if any, that Maryland law applies to your Account, we elect to offer your Account pursuant to Title 12, Subtitle 9 of the Maryland Commercial Law Article.

Massachusetts

Massachusetts law prohibits discrimination based on marital status or sexual orientation.

Missouri

Oral agreements or commitments to loan money, extend credit or to forbear from enforcing repayment of a debt, including promises to extend or renew such debt, are not enforceable. To protect you (borrower) and us (creditor) from misunderstanding or disappointment, any agreements we reach covering such matters are contained in this Agreement, which is the complete and exclusive statement of the agreement between you and us, except as we may later agree in writing to modify it.

Nebraska

Oral agreements or commitments to loan money, extend credit or to forbear from enforcing repayment of a debt, including promises to extend or renew such debt, are not enforceable. To protect you (borrower) and us (creditor) from misunderstanding or disappointment, any agreements we reach covering such matters are contained in this Agreement, which is the complete and exclusive statement of the agreement between you and us, except as we may later agree in writing to modify it.

New Jersey

Because certain provisions of this Agreement are subject to applicable laws, they may be void, unenforceable or inapplicable in some jurisdictions. None of these provisions, however, are void, unenforceable or inapplicable in New Jersey.

New York

We may obtain at any time your credit reports, for any legitimate purpose associated with the Account or the application or request for an Account, including but not limited to reviewing, modifying, renewing and collecting on your Account. Upon your request, you will be informed if such a report was requested. If so, you will be given the name and address of the consumer reporting agency furnishing the report. New York residents may contact the New York State Department of Financial Services at (800) 342-3736 or <https://www.dfs.ny.gov/> to obtain a comparative listing of credit card rates, fees and grace periods.

Ohio

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.

Rhode Island

We may obtain at any time your credit reports, for any legitimate purpose associated with the Account or the application or request for an Account, including but not limited to reviewing, modifying, renewing and collecting on your Account. On your request, you will be informed if such a report was ordered. If so, you will be given the name and address of the consumer reporting agency furnishing the report.

South Dakota

If you believe there have been any improprieties in making this loan or in the lender's loan practices, you may contact the South Dakota Division of Banking at 1714 Lincoln Ave., Suite #2, Pierre, SD 57501 or by phone at (605) 773-3421.

Notice to Utah Borrowers

This written Agreement is a final expression of the Agreement between you (borrower) and us (creditor). This written Agreement may not be contradicted by evidence of any oral agreement between you and us.

As required by 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 fulfil the terms of your credit obligations.

THE FOLLOWING IS REQUIRED BY VERMONT LAW

NOTICE TO CO-SIGNER: YOUR SIGNATURE ON THIS NOTE MEANS THAT YOU ARE EQUALLY LIABLE FOR REPAYMENT OF THIS LOAN. IF THE BORROWER DOES NOT PAY, THE LENDER HAS THE LEGAL RIGHT TO COLLECT FROM YOU.

Notice to all Vermont Residents: We may obtain at any time your credit reports, for any legitimate purpose associated with the Account or the application or request for an Account, including but not limited to reviewing, modifying, renewing and collecting on

your Account. On your request, you will be informed if such a report was ordered. If so, you will be given the name and address of the consumer reporting agency furnishing the report.

Washington

Oral agreements or commitments to loan money, extend credit or to forbear from enforcing repayment of a debt, including promises to extend or renew such debt, are not enforceable. To protect you (borrower) and us (creditor) from misunderstanding or disappointment, any agreements we reach covering such matters are contained in this Agreement, which is the complete and exclusive statement of the agreement between you and us, except as we may later agree in writing to modify it.

Wisconsin

If you are married, please contact us immediately upon receipt of this Agreement at support@arrofinance.com and provide us the name and address of your spouse. We are required to inform your spouse that we have opened an Account for you.

Your signature confirms that this loan obligation is being incurred in the interest of your marriage or family. No provision of any marital property agreement, unilateral statement or court decree adversely affects a creditor's interest unless, prior to the time the credit is granted, the creditor is furnished a copy of the agreement, statement or decree or has actual knowledge of the adverse provision.

40.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, email us at: support@arrofinance.com, the subject line "DISPUTE".

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 automatic payment is scheduled, if you want to stop payment on the amount you think is wrong.

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

What Will Happen After We Receive Your Letter.

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

1. Within 30 days of receiving your 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 ten (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.

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. You must have used your credit card for the purchase.
2. 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 at support@arrofinance.com.

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.