

## One Secured Account Agreement

### IMPORTANT DISCLOSURES ABOUT YOUR SECURED ACCOUNT

*This Secured Account Agreement is subject to the applicable application review and approval process including, but not limited to, approval of the identifying information you provided in the account application. In the event that - subsequent to the execution of this agreement - your application is not approved, this agreement shall automatically be null and void as if it had never been made.*

*Please keep this Secured Account Agreement for your records. The One "Credit Builder Pocket" is offered by Coastal Community Bank, Member FDIC ("Bank"), subject to approved underwriting practices, and is distributed and serviced by One Finance, Inc. ("One") on behalf of the Bank. "We", "us" and "our" means the Bank and its successors, agents, and assigns, including One Finance, Inc., who will service your Secured Account on behalf of the Bank.*

*Effective as of April 1, 2021*

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**ARBITRATION NOTICE:** EXCEPT FOR CERTAIN TYPES OF DISPUTES DESCRIBED IN THE “ARBITRATION AND CLASS ACTION WAIVER” SECTION BELOW, AND UNLESS YOU OPT-OUT AS SET FORTH IN THAT SAME SECTION, YOU AGREE THAT DISPUTES BETWEEN YOU AND ONE WILL BE RESOLVED BY BINDING, INDIVIDUAL ARBITRATION AT THE ELECTION OF EITHER PARTY, AND YOU WAIVE YOUR RIGHT TO BRING OR RESOLVE ANY DISPUTE AS OR TO PARTICIPATE IN A CLASS, CONSOLIDATED, REPRESENTATIVE, OR COLLECTIVE ACTION IN COURT OR IN ARBITRATION.

**By agreeing to the terms of the Secured Account Agreement, you confirm your agreement to the Arbitration Provision in Section 31, unless (1) you are a member, or a dependent of a member, of the armed forces on the date you obtain the Secured Account, or (2) you opt out as set forth in the Arbitration Provision.**

**AUTHORIZATION TO CONTACT YOU BY PHONE:** BY PROVIDING US WITH A TELEPHONE NUMBER, YOU EXPRESSLY AUTHORIZE ONE AND ITS AFFILIATES, AGENTS, AND INDEPENDENT CONTRACTORS TO DELIVER OR CAUSE TO BE DELIVERED TELEPHONE CALLS OR TEXT MESSAGES USING AN AUTOMATIC TELEPHONE DIALING SYSTEM OR ARTIFICIAL OR PRERECORDED VOICE, INCLUDING CALLS OR TEXTS MADE FOR ADVERTISING PURPOSES OR THAT CONSTITUTE TELEMARKETING, TO THE TELEPHONE NUMBER YOU PROVIDE US. MESSAGE, DATA, AND CALL RATES MAY APPLY. **TO OPT OUT AT ANY TIME, REPLY STOP.** RECEIVING THESE CALLS OR TEXTS IS NOT REQUIRED AS A CONDITION TO MAINTAIN YOUR PARTICIPATION IN THE ONE ACCOUNT. YOU CAN HAVE A ONE ACCOUNT EVEN IF YOU OPT OUT.

**How We Will Calculate Your Balance:** This is a secured charge card, which means it must be paid in full every month. To calculate your balance, we begin with the outstanding balance from the previous month, and add purchases and transactions posted to your account associated with the secured charge card. We subtract any payments and credits that we receive. If there is still an outstanding balance after the Payment Due Date, you

agree that we may consider your Secured Account to be in Default, and funds from your Secured Account (defined below) may be applied to satisfy the outstanding difference.

**Billing Rights:** See “Billing Rights Summary” section of this Agreement for information on your rights to dispute transactions and how to exercise those rights.

### **Secured Account**

This is an application for a secured account. In consideration of the issuance of this secured account, you have authorized us to open a Secured Account, called the “Secured Account,” in your name. If you fail to make your required payments on your secured charge card or otherwise fail to comply with the terms of the Secured Account Agreement, you could lose all Funds in the Secured Account.

To secure all of your obligations arising under this secured charge card, you assign, transfer, pledge, grant a security interest in, and set over to Us all rights, title and interest in the Secured Account and in all renewals, additions and proceeds of the Secured Account. You agree that this security interest, pledge, and assignment includes and gives -Us the right to redeem, collect and withdraw any part of the full amount of the Secured Account upon any Default under the Secured Account Agreement or in the event your secured charge card is terminated for any reason. You acknowledge and agree that this security interest, pledge, and assignment means that -We has exclusive control over the Secured Account. -We, in our sole discretion, may grant you rights to use the Funds in the Secured Account, subject to the terms of the Secured Account Agreement. The Secured Account is a non-interest bearing account; therefore, no interest will be paid to you on the Secured Account. This security interest, pledge, and assignment is given as security for any and all amounts you may owe, including but not limited to interest, fees and charges that may accrue under your secured charge card. You agree that if the secured charge card is closed for any reason, -we may apply Funds in the Secured Account to pay off any balance on the secured charge card account. If there are still Funds remaining in the Secured Account after doing so, these Funds may remain on deposit for up to 60 days before being remitted to you. See the Secured Account Agreement below.

### **Funding Your Secured Account and Opening Your Credit Builder Pocket**

There is no minimum deposit required for the Secured Account. However, you must fund your Secured Account (make a deposit to it) in order to use the One Card. If you do not fund the Secured Account within sixty (60) days after we notify you of your approved application, we may cancel your Credit Builder Pocket and you would need to reapply for Credit Builder if you still want Credit Builder. See the Secured Account Agreement below for information on funding your Secured Account.

### **The Credit Builder Pocket and the Secured Account Are Only Available Electronically**

The Credit Builder Pocket and the Secured Account are only available electronically. That means that, in order for you to get this Credit Builder Pocket and the Secured Account, you must agree to receive all disclosures electronically. If you do not have the systems needed to receive disclosures electronically, we cannot provide the Credit Builder Pocket or the Secured Account to you. See Consent to Electronic Disclosures in your Secured Account Agreement below.

### **Negative Credit Reports**

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.

### **Important Information About Procedures for Opening a New Account**

To help the government fight the funding of terrorism and money laundering activities, Federal law requires

financial institutions to obtain, verify, and record information that identifies each person who opens an account. What this means for you: when you open an account, we will ask for your name, address, date of birth and other information that will allow us to identify you. We may also ask for your driver's license or other identifying information.

It is your responsibility to maintain and promptly update any changes in the identifying information you provided to us in and after your application. You can update your information in the One app, or by contacting the One Customer Experience Team at 855-830-6200 or help@onefinance.com.

### **Application Agreement**

As noted above, this application is for the One Credit Builder Pocket, issued by Coastal Community Bank, Member FDIC, subject to approved underwriting practices, distributed and serviced by One on behalf of the Bank. You certify that all information provided is true, correct, and complete and that you have the legal capacity to enter into this contract. You authorize us to verify or check any of the information given and to obtain credit reports on you. You authorize us to obtain information from others to investigate your credit, employment and income history and state records including state employment security agency records, and to report information regarding your account to consumer reporting agencies. You agree that we will determine the amount of credit extended, as well as which product you qualify for, based on our review criteria. If you do not qualify for the product or pricing requested or for the lowest pricing offered, you authorize us to grant you the product and pricing for which you do qualify. You agree to be bound by the terms and conditions of the Secured Account Agreement, and understand that the terms of your secured charge card may be changed at any time, subject to applicable law. You hereby stipulate to the terms of the arbitration program described in the Secured Account Agreement. You understand and agree that you will be liable for payment of all amounts owing on the account.

Pursuant to your authorization, a consumer report from consumer reporting agencies may be obtained in considering this application and for the purposes of any update, renewal, extension of credit, review or collection of the account. Upon request, we will inform you of the name and address of each consumer reporting agency from which we obtain a consumer report relating to you.

### **FDIC Insurance**

The funds on deposit in your Pockets are held with us – Coastal Community Bank, member FDIC – on your behalf, and are insured by the Federal Deposit Insurance Corporation ("FDIC") up to \$250,000 per depositor. For more detailed information on FDIC insurance coverage, contact the FDIC directly by visiting [www.fdic.gov](http://www.fdic.gov) or by calling 1-877-ASKFDIC (1-877-275-3342) (TDD: 1-800-925-4618).

### **Secured Account Agreement**

#### **1. Your Secured Account Agreement**

This Secured Account Agreement and the Important Disclosures About Your Secured Account ("**Important Disclosures**") (together, the "**Agreement**") governs the terms of the Secured Account that you authorized us to open in your name (the "Secured Account"). For all purposes in this Secured Account Agreement the terms "you" and "your" refer to you, the person who applied for and received this Secured Account; the terms "Bank," "we," "us," "our" refer to Coastal Community Bank, Member FDIC, its successors and assigns, including One Finance, Inc., who will service your Secured Account on behalf of Bank.

By opening the Secured Account, you are providing funds from an account in your name to serve as security for your Account ("Funds"), and you agree that this Secured Account Agreement, including the security interest provisions, forms a binding contract and makes up the entire agreement between you and

the Bank regarding the handling of your Secured Account. This Secured Account Agreement applies to each secured account you maintain at the Bank, as well as all substitutions and replacements thereof, that has been assigned or pledged by you as security for the Credit Builder Pocket that will be issued to you by the Bank. You should retain a copy of this Secured Account Agreement and any information that we provide you regarding changes to this Secured Account Agreement for as long as your Secured Account is open. You should ask us any questions you have about this Secured Account Agreement. We may change this Secured Account Agreement from time to time. Notice of a change may be provided by any means we consider appropriate or as otherwise required by law, including by emailing you notice of changes to this Secured Account Agreement. If any part of this Secured Account Agreement is held invalid in a legal proceeding, it will not affect the validity of any other part. Your Secured Account will be maintained in an omnibus account at the Bank and you hereby appoint Coastal Community Bank as your agent to pool the Funds, together with funds from other Cardholders and to deposit those funds at one or more FDIC insured banks and obtain your Funds from the pooled funds account(s) in order to transfer your Funds as you may direct. You further acknowledge and agree that we may assign and transfer the Secured Account to a third party at any time and without providing prior notices to you of the assignment.

## **2. Grant of Security Interest in this Secured Account**

To secure all of your Debt arising under your Credit Builder Pocket and under the terms of the Secured Account Agreement, you assign, transfer, pledge, grant a security interest in, and set over to us all of your rights, title and interest in the Secured Account and the Funds and in all renewals, substitutions of, and additions and proceeds of the Secured Account and the Funds. This is your "Security Agreement." "Debt" includes all amounts you owe to us, including but not limited to fees and charges that may accrue under your Credit Builder Pocket, and also include without limitation any continuing guaranty arising from the Credit Builder Pocket, as well as each extension, refinance or renewal of such obligations, and any expenses that we incur in enforcing your obligations under this Secured Account Agreement. Your Secured Account and Funds do not secure any obligations to us other than the Debt, as defined above. No portion of the Secured Account or the Funds will be available to you or may be used to secure other loans.

## **3. Our Rights Over Your Secured Account and Funds**

The security interest, pledge and assignment in your Secured Account and Funds given to us by you includes and gives -Us the right to make settlements or compromises on the Secured Account; transfer the Secured Account to -our own name; or exercise ownership rights on the Secured Account. You waive any right to require -us to: (i) proceed against you or any other person; (ii) proceed against or exhaust any security you have provided to us through other agreements; or (iii) pursue any other remedy in -our power. We may, without prior notice, and from time to time: (1) renew, compromise, extend, accelerate or otherwise change the terms relating to the Debt; (2) take and hold security (other than the Secured Account) for payment of the Debt and enforce, exchange and release the security in any manner that -we determine is proper; (3) release or substitute you, any guarantor, or any endorser of the Debt; and (4) increase or lower the credit limit on your Credit Builder Pocket, and no such action shall change the fact that the Secured Account at all times will be held by -us as security for the Debt.

## **4. Events of Default**

We may, without prior notice, declare you in default under the Secured Account Agreement if any of the following occurs (a "Default"): (i) you fail to meet the conditions, to perform any obligation, or to make any required payment under the Secured Account Agreement or any other agreement that you make with us relating to the Debt (including making payment by the end of each month); (ii) you have given us false or misleading information or misrepresentations; (iii) you die; (iv) any government authority takes action that we believe adversely affects your financial condition or ability to repay the Debt; (v) any guaranty or other agreement required in connection with the Debt is violated or ineffective; or (vi) you file a bankruptcy petition, a bankruptcy petition is filed against you, or you make a general assignment for the benefit of

creditors. If you Default, we may declare all of the Debt immediately due and payable. -We may also exercise all the rights of an owner of the Secured Account.

## **5. Our Rights Upon Your Default**

Upon any Default, you authorize -us to act as owner of the Secured Account, to withdraw Funds from the Secured Account, and to apply all or any portion of the Funds at any time(s) to repayment of the Debt and our costs in enforcing its rights hereunder. -We are irrevocably appointed as attorney-in-fact for the limited purpose of executing any instruments required to satisfy the Debt. -Our rights stated in this Secured Account Agreement are in addition to any others it has under the law. If there is a conflict regarding the security interest between this Secured Account Agreement and any other agreement, this Secured Account Agreement will control. You represent that no insolvency proceeding or general assignment for creditors is pending that would affect -our security interest. If -we waive or delay exercising a right, it does not forfeit that right or any others. You waive any defense you may have against -us. -We can exercise our rights against the Secured Account or the Funds even if you are no longer liable on the Debt because of a statute of limitations or because of other reasons. Until the Debt is fully repaid, and you have no further obligations under your Secured Account Agreement, you will subordinate in favor of -our right of subrogation and any right to enforce a remedy we have or may later have.

## **6. Withdrawals and Payments From Your Secured Account**

This Secured Account and the Funds in it serve as the security for the Credit Builder Pocket issued to you by the Bank. The Secured Account and Funds may not be used to secure any other loans. Subject to the terms of the Secured Account Agreement, you are permitted to withdraw or transfer money from this Secured Account. You may make withdrawals from your Secured Account up to your "Available to Spend Amount," the amount of credit you may use without exceeding your credit limit. Please note that you cannot make electronic fund transfers from your Secured Account to accounts owned by third parties.

### **Automatic Payments**

By agreeing to the Agreements at enrollment, you may choose to enable automatic payments from your Secured Account to your Credit Builder Pocket. You do not need to enable automatic payments to be able to deposit funds into the Secured Account or make purchases with your Credit Builder Pocket card. Your access to credit and "Available to Spend Amount" will be determined in the same manner whether or not you enable automatic payments. If you enable automatic payments, funds from your Secured Account in the amount of the Total Due will be used to pay your balance one day after the statement date, which will usually be on the last day of the month. See Section 2 of the Credit Builder Agreement for details.

### **Manual Payments**

You may manually pay the Total Due by the Payment Due Date from any bank account (including the Secured Account and your One Spend account) that belongs to you. Your access to credit and "Available" amount will be reduced until your manual payment is received and processed.

If you do not use your Secured Account or a different Pocket to pay the outstanding balance on your Credit Builder Pocket by the Payment Due Date, you will be in Default, and we may immediately suspend your Credit Builder Pocket privileges, withdraw Funds from your Secured Account, and apply them to the Total Due. This will have the effect of changing your 'Available to Spend Amount,' and your Credit Builder Pocket privileges may be reinstated at -our discretion

At its sole discretion, -we have the right to require seven (7) days written notice before you withdraw or transfer money from this Secured Account. You agree that you may not withdraw funds or exercise any

other rights over this Secured Account until your obligations under the Secured Account Agreement have been fully paid.

## **7. Closing Your Secured Account; Returning Unused Funds**

You may not close the Secured Account until your obligations under the Secured Account Agreement have been fully paid and the Credit Builder Pocket is closed. We may, in our discretion, close your Secured Account at any time. If your Credit Builder Pocket is closed, we will return any excess funds that remain in the Secured Account after payment of all of your outstanding obligations. If you qualify for a return of funds from the Secured Account, we will return these funds to you by any of the following means: (i) sending the funds to a different Pocket; (ii) sending the funds to a linked bank account; or (iii) some other method deemed sufficient by us. We also may hold the funds in your Secured Account for as long as 60 days after you have paid off your Credit Builder Pocket balance and your Credit Builder Pocket is closed.

If we return excess funds to you via check, we will mail the check to your mailing address on file with us for the Secured Account. For this reason, it is important you update your contact information with us if your email address, mailing address or telephone number changes. If a check we send to you is returned by the Post Office as undeliverable and if we cannot locate you, we will hold the funds from your Secured Account until you either contact the One Customer Experience Team at 855-830-6200 or [help@onefinance.com](mailto:help@onefinance.com) and provide information on how to send the funds to you or until we are required to remit your funds to a state under an applicable unclaimed property law, whichever occurs first.

## **8. Our Liability to You**

### **Acts and Omissions of Other Financial Institutions**

We will not be liable for the intentional wrongdoing or the lack of ordinary care by any financial institution that has forwarded an order or instruction for the payment, transfer or withdrawal of funds (an "Item") for deposit to your Secured Account.

### **Waiver**

If -we waive any of our rights on any one occasion, it will not be considered a waiver of -our rights on any other occasion.

### **Verification of Transactions; Rights to Reverse Erroneous Credits**

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

### **General limitations**

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

## **9. Endorsements**

We are authorized to supply your endorsement to any Item taken for collection, payment or deposit to your Secured Account.

## **10. Deposited Items Returned Unpaid**

We have the right to charge back to your Secured Account any Item deposited to your Secured Account that is returned. We have the right to pursue collection of such Items, even to the extent of allowing the payor bank to hold an Item beyond the midnight deadline in an attempt to recover payment. These collection efforts may include sending such Items back for collection one or more times. We will have no liability for resubmitting or not resubmitting these Items (or for taking any other action we consider reasonable to recover payment) without notice to you.

## **11. How We Calculate Interest:**

If applicable, your interest rate(s) and annual percentage yield ("APY") may change. At our discretion, we may change the interest rate(s) for your Save and Auto-Save Pockets at any time without notice or limit. We may also offer interest rate bonuses and other special promotions based on various factors.

We compound and credit interest to your Save and Auto-Save Pockets on a monthly basis. We use the daily balance method to calculate that interest. The daily rate is 1/365 of the interest rate (in a leap year we may use 1/366). We apply the daily periodic rate to the collected balance in your Save and Auto-Save Pockets each day. When you deposit into a Save Pocket, interest begins to accrue on the item on the business day the item posts to that Pocket. We pay interest in whole cents.

## **12. Minimum Balance Limitations**

There is no minimum balance requirement to open this Secured Account. You will not be able to use your Credit Builder Pocket until you deposit funds into your Secured Account.

## **13. Deposits to Your Secured Account**

You may make deposits to your Secured Account at any time, subject to the restrictions stated herein, and only for the purpose of increasing your Credit Limit. Deposits to the Secured Account for any other purpose are not permitted. Increasing the balance of your Secured Account will not necessarily increase your Credit Limit for your Credit Builder Pocket. We may reject any deposit that would cause the balance of your Secured Account to exceed any possible "Maximum Balance." If we do allow such deposit, we are not required to do so in the future. Deposits from your One Account to your Secured Account will be credited instantly. We shall provide notice prior to any amendments decreasing the Maximum balance for your account. All deposits must be made in U.S. dollars. The maximum deposit from a domestic financial institution is \$10,000. All deposits are subject to any other limitations we or the other financial institution may have on the transfer of funds. Note that domestic or international wire transfers will not be accepted.

## **14. Electronic Fund Transfer Disclosures**

Depositing funds to your Secured Account (see "Deposits to Your Secured Account" above) and withdrawing funds from your Secured Account (see "Withdrawals and Payments From Your Secured Account" above) could be conducted as an Electronic Fund Transfer ("Transfer"). This Section includes Electronic Fund Transfer Disclosures that supplement other disclosures in this Agreement.

An EFT is any transfer of funds, other than a transaction originated by check, draft or similar paper instrument, that is initiated through an electronic terminal, telephone, computer or magnetic tape to

instruct us to debit or credit an account. EFTs include such electronic transactions as direct deposits or withdrawals of funds, automated teller machine transfers, transfers initiated by telephone, transfers initiated through the One website or app, and One card transactions. Preauthorized EFT is an EFT that you have authorized in advance to recur at substantially regular intervals, for example, direct deposits into or withdrawals of funds out of your Account.

This Electronic Fund Transfer (“EFT”) Agreement and Disclosure is made in compliance with federal law regulating electronic funds transfer services. The Electronic Fund Transfer Act and Regulation E apply to any account established primarily for personal, family or household purposes, and require financial institutions to provide certain information to customers. EFTs are electronically initiated transfers of money involving an account at a financial institution. The following disclosures set forth your and our rights and responsibilities concerning EFTs.

### **Transfer Types and Limitations**

The only kinds of Transfers that may be made to your Secured Account are those defined in Section 13, “Deposits to Your Secured Account.” The kinds of Transfers that may be made from your Secured Account are those Transfers that occur when making payments to your Credit Builder Pocket or initiating an ACH transaction from the Secured Account to move funds to another financial institution in the case of a withdrawal. See “Withdrawals and Payments From Your Secured Account” for limitations on withdrawing funds or making payments from your Secured Account.

### **Stopping Payment of Preauthorized Electronic Fund Transfers**

Right to stop payment and procedure for doing so: If you have told us in advance to make regular payments out of your Secured Account by preauthorized electronic fund transfer, you can stop any of these payments. Here's how:

Contact the One Customer Experience Team at 855-830-6200, [help@onefinance.com](mailto:help@onefinance.com), or P.O. Box 162227, Sacramento, CA 95816-2227 in time for us to receive your request three (3) Business Days or more before the payment is scheduled to be made. If you call, we may also require you to put your request in writing and get it to us within 14 days after you call. Once our stop payment capability is operational in the One app, you can submit a stop payment request electronically.

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

Your stop payment order will be effective until you cancel it. However, if One requires written confirmation and does not receive it, One may remove the oral stop payment order after 14 days. You must provide the exact amount of the payment you have stopped, as well as other identifying information which One will request. One may charge you a fee for each stop payment order you give.

If the debit is a recurring payment, One may also need the date that the prior debit from the relevant sender posted to your Secured Account so that One can obtain the company name and company identification number used by your sender and printed on your statement. Otherwise, you must provide the company name and company identification number.

If you do not know the amount of the debit, One may still be able to place the stop payment based on the company name and company identification number of the sender, but using this approach may stop all items from the sender. If you provide the wrong company identification number or if the sender changes the company identification number, One may pay the item.

### **Our Liability for Failure to Complete Transfers**

If we do not complete a transfer to or from a Pocket on time or in the correct amount according to our agreement with you, we will be liable for your losses or damages. However, there are some exceptions. We will not be liable if, for instance:

1. Through no fault of ours, you do not have enough money in your Pocket to make the transfer.
2. The ATM where you are making the transfer does not have enough cash.
3. The ATM or system was not working properly and you knew about the breakdown when you started the transfer.
4. Circumstances beyond our control (such as fire or flood) prevent the transfer, despite reasonable precautions that we have taken.
5. For preauthorized electronic fund transfers, third party data was not timely received or was incomplete or erroneous or a transfer recipient has died.
6. The Pocket is inactive, dormant, or frozen.
7. Your Access Device ( is lost or stolen and suspected unauthorized transactions are not reported to us in a timely manner, as defined in the "Liability for Unauthorized Transfers" section below .
8. There are other exceptions stated in our agreements with you.

### **In Case of Errors or Questions about Electronic Fund Transfers**

Contact the One Customer Experience Team at 855-830-6200, [help@onefinance.com](mailto:help@onefinance.com), or P.O. Box 162227, Sacramento, CA 95816-2227 as soon as you can if you think your statement or receipt is wrong or if you need more information about a transfer listed on the statement or receipt. We must hear from you no later than 60 days after we sent the FIRST statement on which the problem or error appeared.

1. Tell us your name and Pocket account number (if any).
2. Describe the error or the transfer you are unsure about and explain as clearly as you can why you believe it is an error or why you need more information.
3. Tell us the dollar amount and date of the suspected error.

If you tell us orally, we may require that you send us your complaint or question in writing within 10 Business Days.

We will determine whether an error occurred within 10 Business Days after we hear from you and will correct any error promptly. If we need more time, however, we may take up to 45 days to investigate your complaint or question. If we decide to do this, we will provisionally credit the relevant Pocket within 10 Business Days for the amount of the suspected error, so that you will have the use of the money during the time it takes us to complete our investigation. If we ask you to put your complaint or question in writing and we do not receive it within 10 Business Days, we may not provisionally credit the Pocket.

For errors involving new accounts, point-of-sale, or transactions initiated outside of the United States, we may take up to 90 days to investigate your complaint or question. For new accounts that have received their first electronic fund transfer within 30 days, we may take up to 20 Business Days to credit you for the amount you think is in error.

We will tell you the results within three (3) Business Days after completing our investigation. If we determine that the disputed transaction was appropriately authorized we will deduct any provisional credit to the relevant Pocket and we will send you a written explanation. You may ask for copies of the supporting documents that we used in our investigation.

### **Liability for Unauthorized Transfers**

Tell us AT ONCE if you believe your Account login credentials, PIN, or access code (each, an "Access Device") has been lost or stolen, or if you believe that an electronic fund transfer has been made without your permission. Contacting us by telephone is an efficient way to keep your possible losses down. If you tell us within two (2) Business Days after you learn of the loss or theft of your Access Device, you can lose no more than \$50 if someone used your Access Device without your permission.

If you do NOT tell us within two (2) Business Days after you learn of the loss or theft of your Access Device, and we determine that we could have stopped someone from using your Access Device without your permission if you had told us sooner, you could lose as much as \$500.

If your statement shows transfers that you did not make, including those made by an Access Device or other means, tell us at once. If you do not tell us within 60 days after the statement was made available to you in the One app, and we determine that we could have stopped someone from making those transfers if you had told us sooner, you may not get back any money you lost after the 60 days. If extenuating circumstances (such as a long trip or a hospital stay) kept you from telling us, we will extend the time to reasonable periods.

Contact Us In the Event of Unauthorized Transfers: If you believe your Access Device has been lost or stolen, contact the One Customer Experience Team at 855-830-6200 or [help@onefinance.com](mailto:help@onefinance.com). You should also contact us if you believe a transfer has been made without your permission.

#### **Notice of Varying Amount**

If these regular payments vary in amount, we will tell you 10 days before each payment, when it will be made and how much it will be. (You may choose instead to get this notice only when the payment would differ by more than a certain amount from the previous payment, or when the amount would fall outside certain limits that you set.)

#### **Liability for Failure to Stop Payment of Preauthorized Transfer**

If you order us to stop one of these payments 3 business days or more before the transfer is scheduled, and we do not do so, we will be liable for your losses or damages. See Events of Default above.

### **15. Legal Actions Affecting Your Secured Account**

You understand that we may from time to time receive "Legal Process" in connection with your Account. Legal Process includes writs of attachment, execution or garnishment, tax withholding orders, levies, restraining orders, subpoenas, warrants, injunctions, requests for information from government agencies, search warrants, forfeiture orders, or similar documents or proceedings. We may accept and comply with Legal Process that is served on us by mail at One Finance, Inc., Attn: Legal Department, P.O. Box 162227, Sacramento, CA 95816-2227 (or such other address as we subsequently provide you), or by other legal means. You agree that we are not required to contest any Legal Process. We may in our discretion notify you of our receipt of Legal Process, but are not required to do so unless applicable law provides otherwise. We will not notify you of any Legal Process received if we believe the law prohibits us from doing so. In response to Legal Process we may hold or turn over Account funds or other property to a court, creditor, or person named in the Legal Process.

### **16. Adverse Claims**

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

## **17. Disclosure of Information to Third Parties**

We provide a copy of our privacy notice at the time your One Account is established and annually thereafter. Our privacy policy is also available on our website. By requesting, obtaining or using the Secured Account you agree that we may release information in our records regarding you and your Secured Account: to comply with any properly served subpoena or similar request issued by a state or federal agency or court; to share your credit performance with credit reporting agencies and other creditors who we reasonably believe are or may be doing business with you on your Secured Account; to provide information on your Secured Account to any third party who we believe is conducting an inquiry in accordance with the Federal Fair Credit Reporting Act; to share information with our employees, agents or representatives performing work for us in connection with your Secured Account; or to communicate information as to our transactions or experiences with you to persons or entities related by common ownership or affiliated by the corporate control or with any third party (including non-affiliates).

## **18. Consent to Electronic Disclosures**

Because One operates online and conducts its business solely through its website and app, you must consent to receive all disclosures, notices, documents, agreements, and information associated with your Account ("Communications") electronically in order to transact business with us. This section informs you of your rights when receiving electronic Communications from One.

### **Electronic Communications**

You agree that One, its agents, and representatives may provide all Communications to you electronically, including on the website, in the One app, or by email. You may still request a paper copy of any Communication by following the procedure outlined below.

### **Requesting a Paper Copy**

We will not send you a paper version of any Communication; however, we reserve the right, but assume no obligation, to provide a paper (instead of electronic) copy of any Communication that you have authorized us to provide electronically. You can obtain a paper copy of an electronic Communication by printing it yourself or by requesting that we mail you a paper copy. To request a paper copy, contact the One Experience Team at 855-830-6200 or [help@onefinance.com](mailto:help@onefinance.com).

### **Withdrawing Consent**

You may withdraw your consent to receive future Communications electronically by contacting the One Customer Experience Team at 855-830-6200 or [help@onefinance.com](mailto:help@onefinance.com). Your withdrawal of consent will be effective only after we have had a reasonable period to process your request. While you have the right to withdraw your consent, we reserve the right to close your Account. If you withdraw your consent, the legal validity and enforceability of prior Communications delivered in electronic form will not be affected.

## **19. Power of Attorney**

You may give another person (called an agent or attorney-in-fact) authority to withdraw funds from and/or take other actions with respect to your Account pursuant to a power of attorney acceptable to us. To appoint an agent for your Account, you or your agent must contact us directly. Unless prohibited by applicable law, we may refuse to allow the appointment of an agent for your Account for any reason.

The authority of your agent to receive payments, transact on, or otherwise make changes to your Account generally terminates with your death or incapacity, unless the document creating such agency provides, in accordance with applicable law, that the agent's powers continue in spite of your incapacity.

## **20. Incompetence or Death**

You agree that your appointed party or individual, or your designee, will notify us promptly if you die or become legally incapacitated. This can be done by contacting us at P.O. Box 162227, Sacramento, CA 95816-2227. We will continue to accept deposits and process transaction instructions into and from your Pockets until we are (1) notified of your death or adjudication of incompetency, and (2) have a reasonable opportunity to act. You agree that, even if we have knowledge of your death we may pay or process transactions to or from your Pockets on or before the date of death for up to ten (10) days after that date unless ordered to stop payment by someone claiming interest in your Pockets. We may require additional documentation to confirm any claims on your Pockets.

## **21. Special Provisions for One Card Transactions (Mastercard Zero Liability Protection)**

Notwithstanding the foregoing, you are not liable for any unauthorized One Card transactions, including transactions made at merchants, over the telephone, or on the internet, if you have used reasonable care in protecting your card from loss or theft and you promptly report the loss or theft to us by calling the One Customer Experience Team at 855-830-6200.

## **22. Amendments**

We may at any time change or delete any term of this Agreement or add any new terms to the Agreement. We will give you notice before the effective date of any such change, deletion, or addition that is adverse to you in writing or by any other method permitted by law. If you are unwilling to agree to such amendments, you have the right to close your Account prior to the changes taking effect. Your continued use of the Account after the effective date of the change constitutes your agreement to the amended Agreement.

## **23. Severability**

If any provision of this Agreement is found to be invalid or unenforceable, all remaining provisions will continue in full force and effect.

## **24. Non-Waiver**

The fact that we may decide not to enforce, or may delay enforcing, our rights under this Agreement on one or more occasions does not mean that we waive our right to enforce them on any later occasion.

## **25. Interpretation**

The headings in this Agreement are for convenience or reference only and do not govern the interpretation of the Agreement's provisions. Unless it would be inconsistent to do so, words and phrases used in this Agreement shall be construed so the singular includes the plural and the plural includes the singular.

## **26. Notice and Cure**

Prior to initiating a lawsuit or arbitration regarding a legal dispute or claim relating in any way to this Agreement or the Account (as more fully defined in the Arbitration and Class Action Waiver provision, a "Claim"), the party asserting the Claim (the "Claimant") shall give the other party (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 by mail or email to the address for you maintained in our records. Any Claim Notice to One shall be sent by mail to One Finance, Inc., Attn: Legal Department, P.O. Box 162227, Sacramento, CA 95816-2227 (or such other address as One subsequently provides you). Any Claim Notice you send must contain your primary account number and your entire 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.

WAIVER OF RIGHT TO TRIAL BY JURY - YOU AND ONE 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, YOU AND ONE 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 AND CLASS ACTION WAIVER PROVISION SET FORTH IN SECTION 31, IF APPLICABLE, WHICH CONTAINS ITS OWN SEPARATE JURY TRIAL WAIVER.

## **27. Account Closure; Inactive Accounts**

We may close your One Account, one or more of your Pockets, or your Secured Account, at any time for any reason (including because you withdraw your consent to receive any required notices from us electronically), and without prior notice. We may tender to you the balance in any closed Pocket, less any amounts owed to us, by mail to your most recent address reflected in our records. However, if we close your Account(s) for inactivity, state escheat laws may, depending on the length of the inactivity, require us to transfer your balance to a state agency. If this occurs, you must file a claim with that agency to recover the funds.

You may close your One Account or Secured Account at any time by calling the One Customer Experience Team at 855-830-6200. If you tell us you want to close your Account(s), we will give you the opportunity to withdraw the balance less any fees, claims, setoffs or other amounts. After the time at which we restrict your Account(s) to prepare for closing, we will not pay any additional interest on such Account(s), including any accrued interest that has not yet been credited.

At the time we close your One Account or Secured Account, we will hold back enough money to cover any payments you approved before such Account was closed. You'll also still owe us any money that you owed us while such Account was open. After we close your Account(s), we have no obligation to accept deposits or process transaction instructions. We have the right to advise consumer reporting agencies and other third-party reporting agencies of accounts closed for misuse.

Remember that any recurring payments or withdrawals from your One Account or Secured Account need to be cancelled, such as bill payments, before your request to close such Account(s). Otherwise, they may be returned unpaid.

We are not required to close your One Account or Secured Account at your request if you have one or more pending transactions, one or more Pockets has a deficit or shortage, or such Account is subject to legal process (such as a garnishment, attachment, execution, levy or similar order). In those cases, we will restrict your Account(s) against all future withdrawals other than under legal process until pending transactions are paid or returned, your balance is no longer negative, and any legal restriction has been released.

## **28. Account Transfer**

You may not transfer your One Account or Secured Account or any right you have in such Account(s) to another person without our prior written consent.

## **29. Governing Law**

This Agreement is subject to applicable federal laws and, to the extent that state law applies, the laws of the state of Washington and other applicable rules without regard to conflicts of law principles (except to the extent that this Agreement can and does vary such laws).

## **30. Force Majeure**

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

## **31. Arbitration and Class Action Waiver**

THIS ARBITRATION PROVISION AFFECTS YOUR RIGHTS. PLEASE READ CAREFULLY BEFORE AGREEING TO THIS AGREEMENT. EXCEPT AS OTHERWISE NOTED, CAPITALIZED TERMS HAVE THE MEANING SPECIFIED IN THIS AGREEMENT.

Except as otherwise explicitly provided in this Arbitration Provision, One and any bank or financial institution with which One partners (including but not limited to (the Bank), together with their parent companies, wholly or majority-owned subsidiaries, affiliates, commonly-owned companies, successors, assigns and any of these entities' employees, officers, directors and agents and their successors, assigns, affiliates and service providers (collectively, the "Transaction Parties") and you can elect to resolve any past, present or future dispute or claim ("Dispute") arising from or relating in any way to your Account or this Agreement or the relationships between you and One and/or Transaction Parties resulting therefrom that cannot be resolved directly between you and a Transaction Party, by binding arbitration under the Consumer Arbitration Rules ("the Consumer Rules") of the American Arbitration Association ("AAA"), rather than in court. (Solely for purposes of this Arbitration Provision, the term Transaction Parties also includes any third party providing any goods and/or services in connection with your Account on behalf of a Transaction Party, if that third party is named as a defendant along with a Transaction Party in a single proceeding.)

Except as otherwise explicitly provided in this Arbitration Provision, "Dispute" broadly includes, without limitation: any claims based in contract, statute, ordinance, tort, fraud, consumer rights, misrepresentation, equity or any other legal theory; initial claims, counterclaims, cross-claims and third-party claims; federal, state and local claims; and claims which arose before the date of your application for an Account, including, but not limited to, any dispute or claim arising before the date you opened an Account or accepted this Agreement and any dispute or claim relating to: i) an application for or denial or closure of an Account; ii) the events leading up to an application or denial or closure of an Account (for example, any disclosure, advertisement, application, solicitation, promotion or oral or written statement, warranty or representation made by a Transaction Party); iii) credit reporting or a Transaction Party's use of consumer reports; iv) your Account balances; v) any product or service provided by or through a Transaction Party or third parties in connection with your Account or the relationship between you and a Transaction Party and any associated fees; vi) the collection of amounts due and the manner of collection; vii) a Transaction Party's use or failure to protect any personal information you give a Transaction Party in connection with your Account including your application for an Account or your relationship with the Transaction Party; viii) enforcement of any and all of the obligations a party may have to another party in connection with your Account or agreement governing the same; or ix) compliance with applicable laws and/or regulations.

The Federal Arbitration Act ("FAA") and federal arbitration law apply to this Arbitration Provision. There is no judge or jury in arbitration and court review of an arbitration award is limited, but an arbitrator can award an individual the same damages and relief as a court in an individual case and must apply and follow

applicable substantive law, consistent with the FAA, and the terms of this Agreement, the One Terms and any agreement governing a product or service provided by One. The arbitrator shall apply applicable statutes of limitations and honor privilege rules. Any judgment on the award rendered by the arbitrator will be final and may be entered in any court of competent jurisdiction. No arbitration award involving the parties will have any preclusive effect as to issues or claims in any dispute involving anyone who is not a party to the arbitration, nor will an arbitration award in prior disputes involving other parties have preclusive effect in an arbitration between the parties to this Arbitration Provision.

YOU UNDERSTAND THAT ABSENT YOUR CONSENT TO ARBITRATION, YOU WOULD HAVE THE RIGHT TO SUE IN COURT AND HAVE A TRIAL BY JURY.

Either you or a Transaction Party can initiate arbitration through AAA, an alternative dispute resolution provider or by filing a motion to compel arbitration of claims filed in court. Regardless of who elected arbitration or how arbitration was elected, the party asserting the claim (i.e., the party seeking money damages or other relief from a court or an arbitrator) is responsible for starting the arbitration proceeding. If the AAA cannot serve, a court with jurisdiction shall select the arbitrator, who will apply the AAA rules and the procedures specified in this Arbitration Provision. Any arbitration will be governed by the then current Consumer Rules of the AAA ("Consumer Rules"), and its Procedures for the Resolution of Disputes through Document Submission ("Document Submission Procedures"). (For more information about the AAA and its rules, you may contact the AAA at American Arbitration Association, 120 Broadway, Floor 21, New York, N.Y. 10271, 1-800-778-7879, [www.adr.org](http://www.adr.org)). The Document Submission Procedures are included in the Consumer Rules. Your arbitration filing fees will be governed by the Consumer Rules. If it is determined by the arbitrator that you cannot afford such fees, a Transaction Party will pay all arbitration administrative and arbitrator fees and expenses. The arbitration will be conducted solely based on written submissions and will not require any personal appearance by the parties or witnesses unless the arbitrator determines that a telephonic or in-person conference or hearing is necessary based on the request of one or more of the parties. Notwithstanding any of the foregoing, disputes or controversies about the validity, enforceability, coverage or scope of this Arbitration Provision or any part thereof are for a court and not an arbitrator to decide; however, disputes or controversies about your Account, this Agreement, the One Terms or your agreements governing any product or service provided by One or with Transaction Parties as a whole are for an arbitrator and not a court to decide.

CLASS ACTION WAIVER: You and the Transaction Parties each agree that any arbitration will be conducted only on an individual basis and not as a class, consolidated or representative action. To the fullest extent permitted by law: (a) no arbitration will be joined or consolidated with any other; (b) there is no right or authority for any Dispute to be arbitrated on a class-action or private attorney general basis or to utilize class action procedures; and (c) there is no right or authority for any Dispute to be brought in a purported representative capacity on behalf of the general public or any other persons. No arbitrator shall have the authority to issue any relief that applies to any person or entity other than Transaction Parties and/or you individually.

If for any reason a Dispute proceeds in court rather than in arbitration, you and the Transaction Parties each waive any right to a jury trial. Even if all parties have opted to litigate a Dispute in court, a party may elect arbitration with respect to any claim made by a new party or any claim later asserted by a party in that or any related or unrelated lawsuit (including a claim initially asserted on an individual basis but modified to be asserted on a class, representative or multi-party basis). Nothing in that litigation shall constitute a waiver of any rights under this Arbitration Provision. You and the Transaction Parties agree that any Disputes seeking to enforce or protect, or concerning the validity of intellectual property rights will not be subject to binding arbitration under this Arbitration Provision. In addition, pursuant to the Consumer Rules, any party may proceed with their individual claims in small claims court if that option is available in the applicable jurisdiction and the amount in controversy falls within the small claims court's jurisdictional limits; but if that action is transferred, removed or appealed to a different court, arbitration can be elected. If any portion of this Arbitration Provision is inconsistent with the Consumer Rules, with this Agreement, or

with the One Terms or your agreements governing any product or service provided by One or with Transaction Parties, this Arbitration Provision shall govern. This Arbitration Provision shall survive the closure of your Account, termination of any product or service provided by One, termination of any agreement into which you enter with a Transaction Party, and any withdrawal or denial of or determination on any application for an Account; and further, you understand and agree that this Arbitration Provision applies not only to the One Terms and this Agreement but also to any subsequent agreement (including without limitation any agreement governing any product or service) into which you enter with a Transaction Party. If any portion of this Arbitration Provision is deemed invalid or unenforceable, it shall not invalidate the remaining portions of this Arbitration Provision, except that: (A) If the Class Action Waiver is limited, voided or found unenforceable and that determination becomes final after all appeals have been exhausted, then this Arbitration Provision (except for this sentence) shall be null and void with respect to such proceeding. The parties acknowledge and agree that under no circumstances will a class action be arbitrated; and (B) if a claim is brought seeking public injunctive relief and a court determines that the restrictions in the Class Action Waiver or elsewhere in this Arbitration Provision prohibiting the arbitrator from awarding relief on behalf of third parties are unenforceable with respect to such claim (and that determination becomes final after all appeals have been exhausted), the claim for public injunctive relief will be determined in court and any individual claims seeking monetary relief will be arbitrated. In such a case the parties will request that the court stay the claim for public injunctive relief until the arbitration award pertaining to individual relief has been entered in court. In no event will a claim for public injunctive relief be arbitrated.

**RIGHT TO OPT OUT: If you do not want this Arbitration Provision to apply, you must send One a signed notice within 30 calendar days of the date on which you electronically sign this Agreement. You must send the notice in writing (and not electronically) to One Finance, Inc., Attn: Arbitration Opt-Out, P.O. Box 162227, Sacramento, CA 95816-2227. You must provide your name, address and, if applicable, Account number and state that you “opt out” of the Arbitration Provision. Opting out will not affect the other provisions of this Agreement, the One Terms or any other agreement governing a product or service provided by One or with a Transaction Party. If you do not opt out, you will be bound by this Arbitration Provision in this Agreement, the One Terms and any other agreement governing a product or service provided by One or with a Transaction Party.**