

**SOFI CREDIT CARD  
CARDHOLDER AGREEMENT**

**Effective as of March 1, 2021**

This Truth in Lending Act Disclosure is part of your Cardholder Agreement and contains important information about current rates and fees applicable to your Account. See the accompanying Risk Based Pricing Disclosure and remaining Agreement for additional terms and conditions governing your Account and for definitions of terms used herein. Disclosures are accurate as of the date above.

**TRUTH IN LENDING ACT DISCLOSURES**

<b>Interest Rates and Interest Charges</b>	
<b>Annual Percentage Rate (APR) for Purchases</b>	Your APR will be <b>[INSERT ACTUAL APR]%</b> . This APR will vary with the market based on the Prime Rate.
<b>Annual Percentage Rate (APR) Balance Transfers</b>	Your APR will be <b>[[INSERT ACTUAL APR]%</b> . This APR will vary with the market based on the Prime Rate. SoFi is currently accepting Balance Transfers from recipients of promotional offers only. We will inform you when this feature is widely available.
<b>Annual Percentage Rate (APR) for Cash Advances</b>	<b>26.99%</b> This APR will vary with the market based on the Prime Rate.
<b>Paying Interest</b>	Your Payment Date will be at least 25 days after the close of your Billing Period Account Statement (or at least 23 days for Billing Periods that begin in February). We will not charge you any interest on purchases if you pay your entire balance (adjusted, as applicable for any special financing plan) by the Payment Date each month. We will begin charging interest on Cash Advances from the transaction date and Balance Transfers on the transaction date.
<b>Minimum Interest Charge</b>	If you are charged interest, the charge will be no less than \$1.00.
<b>For Credit Card Tips from the Consumer</b>	<b>To learn more about factors to consider when applying for or using a credit card, visit the website of the Consumer Financial</b>

<b>Financial Protection Bureau</b>	<b>Protection Bureau at</b> <a href="https://www.consumerfinance.gov/learnmore">https://www.consumerfinance.gov/learnmore</a>
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<b>Fees</b>	
<b>Annual Fees</b>	None
<b>Transaction Fees</b>	
<ul style="list-style-type: none"> <li>• Balance Transfer Fee</li> <li>• Cash Advance Fee</li> </ul>	<ul style="list-style-type: none"> <li>• The greater of \$10 or 5% of the Balance Transfer</li> <li>• The greater of \$10 or 5% of the Cash Advance</li> </ul>
<b>Penalty Fees</b>	
<ul style="list-style-type: none"> <li>• Late Fee</li> <li>• Returned Payment Fee</li> </ul>	<ul style="list-style-type: none"> <li>• Up to \$39</li> <li>• Up to \$39</li> </ul>

**How We Will Calculate Your Balance:** We use the “daily balance” method including new transactions, to calculate the daily balance on which we will charge interest.

**Billing Rights:** Information on your rights to dispute transactions and how to exercise those rights is provided in the additional terms and conditions below.

**Variable Rate:** Your APR(s) will vary with the market based on the Prime Rate. The Prime Rate is the highest rate of interest listed as the “US Prime Rate” in the “*Money Rates*” section of the Wall Street Journal as of the 25<sup>th</sup> day of the calendar month preceding the Billing Period (or if such day is not a Business Day, the following Business Day).

Your Daily Periodic Rate(s) and corresponding Annual Percentage Rate(s) will change if the Prime Rate changes. If the Daily Periodic Rate(s) and corresponding Annual Percentage Rate(s) increase, your interest charges will increase, and your minimum payment may be greater. A change in your Daily Periodic Rate(s) will take effect the Billing Period immediately following the publication of the changed Prime Rate.

**Minimum Payment:** We will calculate the minimum payment as the larger of: 1) \$35 (or total amount you owe if less than \$35); or 2) the sum of 1% of the new balance, plus, periodic interest charges accrued, and fees incurred during the Billing Period.

**Margins, Daily Periodic Rates and Corresponding APRs**

Daily Periodic Rates and corresponding APRs are determined by adding the Prime Rate to the Margin set forth below.

<b>Applicable Rate</b>	<b>Margin</b>	<b>Daily Periodic Rate and APR</b>
<b>Purchase Rate</b>	[INSERT BPS]	[INSERT RATE] (corresponding APR of [INSERT RATE])
<b>Cash Advance Rate</b>	N/A	[26.99%] (corresponding APR of [INSERT RATE])]
<b>Balance Transfer Rate</b>	N/A	[INTEREST RATE] (corresponding APR of [INSERT RATE])]

### **Military Lending Act Disclosure**

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). To hear disclosures related to the Military Lending Act, please call this toll-free number: 1-855-731-5709.

### **Covered Military Borrowers**

If you are a “covered borrower,” as defined under the Military Lending Act, 10 U.S.C. § 987, as amended, (i) the “Arbitration Provision,” (ii) any waiver of right to legal recourse under any state or federal law, and (iii) any other provision in this Agreement that is not enforceable against you under the Military Lending Act does not apply to you so long as you are a “covered borrower.”

## **Welcome to the SoFi Credit Card!**

This Cardholder Agreement (the “Agreement”) governs the use of your revolving credit account (your “Account”). In this Agreement and in your monthly Account Statement (as defined below), “we,” “us,” “our” and “Bank” refer to The Bank of Missouri, including, as applicable, our successors, assignees and representatives. “You,” “your” and “Cardholder” refer to the person who applied for, and was approved for the Account, and, as appropriate, all persons authorized to use the Account.

By activating your SoFi Credit Card Account, using the SoFi Credit Card or making any payment to your Account, you are agreeing to be bound by this Agreement, and the terms set forth in the Pricing Disclosures and all subsequent disclosures provided to you by us, including disclosures provided to you by SoFi Credit Corp. LLC, a Delaware limited liability company, or any affiliate thereof (collectively, “SoFi”), each of which are incorporated herein by reference, or as otherwise disclosed to you through the SoFi website at [www.sofi.com](http://www.sofi.com), or the SoFi mobile app. Please read this Agreement carefully and keep a copy for your records.

You must be at least 18 years of age (or of legal age in your state of residence) to apply for a SoFi Credit Card. SoFi Credit Card Accounts are only available to individuals who reside in the continental United States.

### **In New York, this Agreement begins on the first date that you sign a sales slip or memorandum evidencing the purchase of goods or services**

Your application, any card carrier that we send with your SoFi Credit Card and the accompanying Pricing Disclosure, any automatic payment plan form, any other written documents (including any electronic record) evidencing any transactions made under your Account, any notices that we send to you with your Agreement, any special credit terms disclosures included in any solicitation letter that we sent you (including initial credit limit terms) and any special credit terms or rewards terms separately or subsequently disclosed to you in writing, are part of, and incorporated into, this Agreement.

You can view, print, save, and email current versions of the Agreement at any time from the SoFi website or the SoFi mobile app.

### **Contacting Us**

Except as explicitly set forth in this Agreement, you can contact us with questions or other matters about your Account by:

- Calling us toll-free at 1-844-945-7634;
- Message us through the SoFi mobile app; or
- Writing to us at SoFi Credit Card, 2750 East Cottonwood Pkwy, Suite 300, Salt Lake City, UT 84121.

If you attempt to contact us by other means, we may not receive your message and may not be able to respond in a timely manner, or at all.

## **Changes to this Agreement**

We may, at any time in accordance with this Agreement and subject to applicable law: (i) terminate this Agreement; (ii) terminate your right to make future Purchases, or take future Cash Advances or Balance Transfers; (iii) change your Credit Limit; or (iv) add new terms or delete, modify, suspend or otherwise change any terms and conditions of this Agreement or features related to your Account (including, without limitation, changing from a variable rate to a fixed rate or changing the basis for your variable rate, increasing any rate of interest, increasing or adding fees or charges, changing the method of computing the balance upon which interest is assessed or changing the date upon which interest begin to accrue or any other terms related to your Account). Changes that are favorable to you may be made at any time without prior notice. Changes in terms may be based upon factors including, but not limited to, anti-fraud policies and procedures, market practices, regulatory guidance, your record of making timely payments and maintaining balances under your Credit Limit, your credit score and information contained in your credit report.

If we are required by law to provide you with notice of any changes to this Agreement, we will do so in accordance with the terms of the *esign* agreement we previously provided to you. Subject to applicable law, your continued access to or use of your Account following such notice shall be deemed to be your acceptance of such modification of this Agreement. If you do not agree to this Agreement or any revised version of this Agreement, we may require you to close your Account. When your Account is closed: (i) in cases where you have a right to reject a change pursuant to applicable law, we will not apply that change to your Account; and (ii) in all other cases, the revised version of this Agreement will apply while you repay your outstanding Balance. No new term or change in the terms of this Agreement will affect your obligation to pay all amounts owing under this Agreement.

## **Important Definitions**

Where used in this Agreement, the following terms shall have the meanings assigned to them in their accompanying definitions:

“Account” means the SoFi consumer credit card account opened by you under this Agreement.

“Application” means any: (i) written or electronic application or offer acceptance that you signed or otherwise submitted in connection with opening an Account; or (ii) oral request for credit and a SoFi Credit Card, resulting in the opening of an Account.

“Business Day” means any day Monday through Friday on which a financial institution may be open, excluding all United States national holidays.

“Billing Period” means the period of time reflected on your Account Statement. This period may vary in length but is approximately 30 days. We will often specify a Billing Period by the month in which its closing date occurs. For example, the “March Billing Period” will have a closing date in March. We may also refer to a Billing Period as a “Billing Cycle”.

“Card Networks” means the organizations, such as Mastercard or VISA that facilitate the payment process between cardmembers, financial institutions, and merchants.

“Claim” means any claim, dispute, or controversy (whether based upon contract, tort, intentional or otherwise, constitution, statute, common law or equity, and whether pre-existing, present or future, including initial claims, counter-claims, cross-claims, and third-party claims, arising from or relating to: (i) this Agreement, your Account or your relationship with us; (ii) any servicing of your Account by our agents or service providers; (iii) advertisements, promotions or statements related to this Agreement or your Account; (iv) your application for credit; (v) credit bureau reporting or debt collection on or related to your Account; and (vi) your access to and use of your Account or use of any products or services provided by the Bank, SoFi, or any of their affiliates.

“Default” means You are in default on the account if:

- You do not make a required payment when it is due
- You have exceeded one or more of your credit limits
- A payment you make is rejected or cannot be processed
- You provide us false, misleading, or fraudulent information
- You fail to comply with any term of the contract
- You are bankrupt or insolvency proceedings are filed against you
- You die or are legally declared incompetent or incapacitated
- We become aware that you are using your SoFi Credit Card for illegal or fraudulent purposes

If governing law requires us to, we will give you notice and/or a right to cure your default before taking any action because of your default.

“Late Payment” means a failure to pay Minimum Payment due by the Payment Date.

“Late Payment Fee” means the fee initially disclosed in the Pricing Disclosure or in any subsequent notice to you, which may be charged if you fail to make the Minimum Payment due by the Payment Date.

“Overlimit Amount” means the amount by which your Account Balance exceeds your Credit Limit in any Billing Period.

“Pricing Disclosure” means the Truth in Lending Act Disclosures set forth at the beginning of this Agreement and the Risk Based Pricing Disclosure delivered together with this Agreement, which set forth the initial APR’s, Margins, fees and other information related to the cost of credit required in accordance with applicable law.

“Returned Payment” means a payment that isn’t honored or returned by your financial institution.

“Returned Payment Fee” means the fee initially disclosed in the Pricing Disclosure or in any subsequent notice to you, which may be charged if any payment is dishonored or returned.

“SoFi Credit Card” means any physical or digital card, or other means of access to your Account.

“SoFi Rewards Program” means any program offered from time to time by through which SoFi Cardholders may earn and redeem rewards points based on spending and other Account activity. Information about any currently offered SoFi Rewards Program can be found at [insert link to SoFi rewards description].

“SoFi Reward Points” means points earned under the SoFi Rewards Program.

“You,” “your,” and “yours” mean an individual for whom an Account has been approved by us, including any Authorized User.

## **Your Account**

This section explains the technical requirements needed to establish and use your Account, the limitations on use of your Account, and your obligation to pay us the amounts billed to your Account.

### **Using Your Account**

You may use your Account to make Transactions subject to this Agreement. You must pay us for all amounts due on your Account, including:

- Transactions you make, even if you didn’t present your SoFi Credit Card or sign for the Transaction;
- Transactions an Authorized User makes;
- Transactions that other people make if you or an Authorized User let them use your Account; and
- Any fees and interest charges on the Account.

If you store your SoFi Credit Card information in a smart phone, tablet, other electronic device, or a mobile wallet, it can be used to make purchases or other Transactions. All such Transactions are covered by this Agreement. Apps that use your SoFi Credit Card for Transactions may have separate terms of use.

You may not use or permit your Account to be used for:

- Any business or commercial purpose. If you use your Account for any business purpose, this Agreement still applies, and you must pay us for the Transactions in accordance with the terms hereof. We may also close your Account.
- Any illegal purpose, including in connection with unlawful domestic or international websites or to purchase illegal goods or services. If you use the Account for any unlawful purpose, your obligations under this Agreement still apply, and you must pay us for the Transactions in accordance with the terms hereof. In addition, you may also have to pay us and the Card Network for any damages or expenses resulting from such use. We may also close your Account.

- Any purpose in any country or territory that is subject to economic sanctions administered and enforced by the U.S. Department of the Treasury's Office of Foreign Assets Control (OFAC), or with any person or entity subject to these sanctions;
- Any lawful or unlawful digital currency or gambling related purpose. If you use the Account for either of these purposes, your obligations under this Agreement still apply, and you must pay us for the Transactions in accordance with the terms hereof. In addition, you may also have to pay us and the Card Network for any damages or expenses resulting from such use. We may also close your Account; or
- Except as may be permitted under the terms of the SoFi Rewards Program or any special offer we make available to you, making payments on any consumer loans or other amounts owed to SoFi or any of its affiliates.

If your Account is used for any Transaction not permitted by this Agreement, we will treat these Transactions as Purchase Transactions for purposes of applying interest, and you are responsible for these Transactions and any related interest.

### **Binding Agreement**

Your activation of your SoFi Credit Card, your use of the Account, or any payment made on the Account, evidences your acceptance of the terms of this Agreement. Even if you don't use your SoFi Credit Card, this Agreement will take effect unless you contact us to cancel your Account within 30 days after we approved your Account and made this Agreement available to you.

For New York residents, this Agreement takes effect on the first date that you sign a sales slip or memorandum evidencing the purchase of goods or services.

Where the terms of this Agreement differ from any special terms that we later offer to you in writing, the special terms offered will control, but all other terms of this Agreement will remain unchanged. This Agreement includes an Agreement to Arbitrate Claims.

### **Promise to Pay**

You agree to be bound by the terms and conditions of this Agreement. You promise to pay us all amounts charged to your Account under this Agreement, including all Transactions, interest accrued, fees incurred, and if applicable, amounts due in accordance with the terms of any special financing plans.

### **Your Credit Limit**

#### Definitions.

“Credit Limit” means the maximum amount of credit we approve and authorize you for under your Account from time to time. Your initial Credit Limit is set forth in your approval notice and welcome letter. Subsequently, your current Credit Limit(s) can be found in your SoFi mobile app and on your Account Statement.



You agree not to use and not to allow any Authorized User to use your Account in any way that would cause you to go over your Credit Limit. We may refuse to authorize or accept any transaction on your Account that would cause you to exceed your Credit Limit.

In addition to your overall Credit Limit, we may establish different Credit Limits for different categories or types of balances, Transactions or Account features. The maximum amount you may use for Balance Transfers will not exceed 75% of your total Credit Limit. The maximum amount you may use for Cash Advances will not exceed the lesser of 30% of your total Credit Limit or \$5,000. Cash Advances are also subject to a daily limit equal to the lesser of 30% of your total Credit Limit or \$1,000.

Your Account represents a continuing offer to extend further credit to you which may be withdrawn at any time. We reserve the right to change (to set, increase, decrease or remove) the Credit Limit for your Account from time to time in accordance with this Agreement and applicable law. Certain changes in your Credit Limit may occur without prior written notice to you and may be based upon factors including, but not limited to, anti-fraud policies and procedures, your record of making timely payments and staying within your established Credit Limit, your credit score and information contained in your credit report and your proper maintenance of any checking account used to make automatic payments, if applicable.

We may authorize Transactions that, together with previously authorized Transactions, interest and other amounts billed to you, cause your outstanding Balance to exceed your credit limit. If we do, you will be responsible for paying that amount.

### **Declined Transactions**

We may decline Transactions for any reason, including suspected or actual fraud, violation of applicable law, your default under this Agreement, or if approval would cause you to exceed your Credit Limit. If we decline a Transaction, we may advise the person who attempted the Transaction that it was declined. We are not responsible if anyone refuses to accept your SoFi Credit Card. We are not liable if a merchant, ATM or other institution does not honor your SoFi Credit Card, or if your SoFi Credit Card malfunctions.

### **Returns**

When you return an item purchased using your Account, the merchant refund will appear as a credit to your Account, together with a debit of any SoFi Reward Points previously credited in connection with the Transaction.

### **Special Terms**

When we solicit you for an account, or from time to time thereafter, we may offer special terms in connection with your Account. These special terms may be limited to certain qualifying transactions. The period of time that special terms may be available may be limited. Information specific to any special terms will be provided at the time of offer. If you accept a qualified solicitation offer or use your Account to enter into a qualifying transaction, you will be deemed to have acknowledged and agreed to the special terms disclosed in the offer, which terms may differ from the terms of this Agreement. No formal amendment of this Agreement will be necessary,

and all terms of this Agreement will remain applicable except those inconsistent with the disclosed special terms of the offer. If at any time you fail to comply with the terms of this Agreement as modified by the special terms of an offer or are otherwise in default of any obligation you owe us, then we may, in our sole discretion, immediately terminate any special offer terms and close your Account. We will notify you of the termination of any special terms if (and as) expressly required by law.

### **Protecting Your Account Information and Credentials**

You are solely responsible for maintaining the security of your SoFi Credit Card, your passcodes, and any other authentication credentials used in connection with your Account (collectively, your “Credentials”). If you or an Authorized User, permit anyone else to use your Account (e.g., by providing your SoFi Credit Card or otherwise providing any of your Credentials to a third party), you will be liable for the amounts due for all Transactions made on your Account by that person.

### **Your Liability for Unauthorized Transactions**

Contact us IMMEDIATELY if you believe your SoFi Credit Card has been lost or stolen, your Credentials have been compromised, or your Account has been accessed without your permission. Provided you promptly notify us, you will not be liable for any unauthorized transactions made on your Account.

### **Account Balances**

#### Definitions:

“Balance Categories” means Purchase Transactions, Cash Advances, Balance Transfers and any other categories of transactions designated from time to time.

“Balance Transfer” means any balance in your name only that you transfer from another creditor which is a U.S. institution to your Account. Except as otherwise specifically provided in this Agreement, a Balance Transfer generally is treated as a Cash Advance, but the fees that may be imposed at the time of transfer may differ from those applicable to Cash Advances.

“Balance Transfer Fee” means the fees disclosed in the accompanying Pricing Disclosure or in any amendment hereto, which are charged on each Balance Transfer. This fee is deemed additional interest and will be added to your Balance Transfer balance.

“Cash Advance” means a transaction in which your SoFi Credit Card is used to withdraw cash, including foreign currencies, or other transactions we consider to be “cash-like” transactions. For example: using your SoFi Credit Card for ATM and teller withdrawals, wire transfers, money orders, or traveler’s checks.

“Cash Advance Fee” means the amount disclosed in the Pricing Disclosure or in any amendment here to which is charged each time you obtain a Cash Advance. This fee is deemed additional interest and will be added to the amount of your Cash Advance balance.

“Purchase Transaction” means a purchase of or payment for consumer goods or services using your Account.

“Transaction” means any Purchase Transaction, Cash Advance, Balance Transfer or any other transaction made using your Account, or any other adjustment made to your Account. Your Account may have separate balances for Purchases, Cash Advances, Balance Transfers, etc. Each charge made to your Account, including interest or fees, is allocated to a specific Balance Category (e.g., Purchase Transactions are included in your Purchase Balance).

We place fees that arise from a specific charge into the Balance Category of the related charge. Fees that do not result from a specific charge, such as a Returned Payment Fee, are added to your Purchase Balance.

### **Transactions Made in Foreign Currencies**

A foreign currency transaction is a Purchase Transaction and/or Cash Advance made in a foreign currency (i.e. not U.S. dollars).

- Purchase Transactions. Mastercard International, the Card Network associated with your Account, may convert the amount of a Purchase Transaction made in a foreign currency into U.S. dollars. Mastercard follows its own methods for conversions, which methods are subject to change without notice. The exchange rate will be chosen by Mastercard. The conversion will occur on the day the Purchase Transaction is processed by Mastercard, which may be different than the date of the Purchase Transaction. As a result, the conversion rate may differ from the rate in effect on the Transaction date or the date the Transaction is posted on your Account. If a third party, such as a merchant, converts the amount of a Purchase Transaction into U.S. dollars before sending the transaction to Mastercard, the third party chooses the conversion rate instead of Mastercard. We do not add any foreign exchange fees to Purchase Transactions.
- Cash Advances. If you take a Cash Advance in a foreign currency at an ATM or branch of a financial institution, it may not be Mastercard that converts the Cash Advance into U.S. dollars. Instead, depending on where the transaction takes place, another third party, such as a financial institution, ATM network or ATM operator, may do the conversion. We do not control this. The party that converts a Cash Advance to U.S. dollars will choose the exchange rate and when to do the conversion. The exchange rate in effect on the date the Cash Advance is converted to U.S. dollars may differ from the rate in effect on the date you took the Cash Advance or the date that Cash Advance is posted to your Account. The exchange rate may also differ from any rate quoted to you when you requested the Cash Advance.

### **Annual Percentage Rate, Interest Charges, and Minimum Payment**

This section explains how we determine your APRs and DPRs, how we calculate the interest you might owe each month, and how we calculate your Minimum Payment each month.

#### **How We Determine APRs and DPRs**

Definitions:

“Annual Percentage Rate” or “APR” means an annualized interest rate. Different APRs may apply to different Balances on your Account.

“Daily Periodic Interest Rate” or “DPR” means the daily interest rate which applies to a given Balance. It is equal to the applicable APR or variable APR for that Balance divided by 365.

“Margin” means the percentage we add to the Prime Rate to determine your APR or Variable APR.

“Prime Rate” means for each Billing Period, the highest rate of interest listed as the “U.S. Prime Rate” in the “Money Rates” section of The Wall Street Journal as of the 25<sup>th</sup> day of the calendar month preceding the Billing Period (or if such day is not a Business Day, the following Business Day). If the WSJ doesn’t publish the U.S. Prime Rate that day, then we’ll use another publication.

“Variable APR” means an APR that can change each Billing Period as the Prime Rate changes.

### **How We Calculate Interest**

- First, for each Billing Period, we calculate the APR or Variable APR for each Balance category by adding: (a) the Prime Rate for the Billing Period, plus (b) the Margin for the related Balance category.
- Second, for each day in a Billing Period, we will assess a daily interest charge which is the product of the amount due on each Balance each category and the DPR or “daily periodic rate” of interest for such Balance category. The DPR is calculated by dividing the applicable APR or Variable APR by 365 (366 for leap years).
- Third, your total interest charges for each Billing Period will be the sum of the daily interest assessed for each Balance Category during that Billing Period.
  - See the Pricing Disclosure for the initial Margins and APR’s applicable to your Account. You can also find the Margins and APR’s for your Account on your Account Statement or through the SoFi Mobile App.

### **How We Determine Your Daily Balance**

We use the “daily balance” method (including new transactions) to calculate the Balances on which we will charge interest. For each day in the Billing Period, we determine the Daily Balance for your Account as follows:

- (1) We start with the beginning balance for each Balance Category (Purchase Transactions, Cash Advances, Balance Transfers, etc.) for the day;
- (2) For each Balance Category, we add an amount equal to the applicable Daily Periodic Rate multiplied by the beginning balance for that Balance Category;
- (3) We add any new Transactions, Cash Advances and Balance Transfers, as applicable, to the corresponding Balance Category and any corresponding debits, plus any related fees incurred for the current day; and

- (4) We subtract from the balance of each Balance Category; any applicable payments and credits received that day.

This gives us the Daily Balance for each Balance Category for that day. The addition of the prior day's interest to the Daily Balance calculation causes interest to compound daily. If any Daily Balance is less than zero, we treat it as zero. For each Billing Period, the total amount due will be the sum of the Daily Balances for each day in the Billing Period.

### **Grace Periods and When Interest Begins to Accrue**

Except as provided below, Purchase Transactions, Cash Advances and Balance Transfers begin to accrue interest from the date of the transaction (or, at our option, from the date they are posted to your Account) and continue to accrue interest until the charge is paid in full. You will have at least until the Payment Date as a grace period ("Grace Period") on Purchase Transactions. This means that you will have at least 25 days from the closing date of your Billing Period (or at least 23 days for Billing Periods that begin in February) to pay for new Purchase Transactions before we charge interest on them. However, the Grace Period will apply only to Billing Periods when (1) you paid the previous balance in full, or (2) you had a credit balance at the beginning of the current Billing Period. The previous balance is the balance identified as the Balance on the Account Statement for the previous Billing Period, subject to subsequent adjustment, as appropriate. When the Grace Period applies, we will not charge interest on any new Purchase Transactions made during the Billing Period if we receive payment of the full Balance on your Account Statement for that Billing Period by the Payment Date shown on your Account Statement. There is no time period within which you can avoid interest on Cash Advances or Balance Transfers.

### **How We Calculate Your Minimum Payment**

You may pay all or a part of your Balance at any time. You must pay at least the Minimum Payment by the Payment Date each Billing Period.

Your "Minimum Payment" equals:

- Any amount past due; plus
- Any Overlimit Amount; plus
- Any fees incurred and interest accrued during the Billing Period; plus
- The greater of:
  1. the Balance, if the Balance is less than \$35; and
  2. 1% of the Balance on your Account Statement.

The Minimum Payment is never more than the Balance. If applicable, your Minimum Payment may also include additional amounts due under the terms of a special promotion or financing offer.

### **Fees**

The initial Late Fees, Returned Payment Fees, Balance Transfer Fees, and Cash Advance Fees applicable to your Account are listed in the Pricing Disclosure. The fees listed in the Pricing

Disclosure as well as those listed below may be changed by the Bank at any time upon notice to you.

If applicable, the following fees may be added to your Account (as a Purchase unless otherwise stated):

	Fee Amount
Electronic Reversal Fee (Balance Transfer)	\$5
Overnight Handling Fee (Balance Transfer)	\$10
Stop Payment Fee (Balance Transfer)	\$25
Voided Check Fee (Balance Transfer)	\$2
Wire Fee (Balance Transfer)	\$20
Credit Card Replacement - Rush Fee	\$25
Miscellaneous Copy Requests	\$3 Per Copy
Return Check	Up to \$39
Return Payment	Up to \$39
Sales Draft Fee	\$3 Per Sales Draft
Statement Reprint Fee	\$3 Per Statement

## **Account Statements**

### Definitions:

“Account Statement” means the monthly statement we will send which covers all new charges, interest and fees, and any payments, credits or other transactions that posted to your account during the related Billing Period. It will also include the total amount that you owe us as of the end of the last Billing Period and the Minimum Payment that you must make by the stated Payment Date. We will send you an Account Statement for each monthly Billing Period.

Each Account Statement will identify the Billing Period that it covers.

You may pay all or part of your Balance at any time. However, for each Account Statement, you must pay at least the Minimum Payment by the due date stated on that Account Statement.

We may not send you an Account Statement if we have decided your Account is uncollectible or if we have sent the Account for collection proceedings. In our discretion, we may choose to send you an Account Statement even if you do not have a credit or debit of \$1 or more.

### **When to Pay**

You must pay at least your Minimum Payment by the Payment Date listed in your Account Statement each month. If you do not pay the Minimum Payment by the Payment Date, you will also be in Default and we may charge you a Late Payment Fee.

You may pay all or part of the Balance on your Account at any time without penalty.

### **How to Pay**

You may pay us using ACH debit or check or authorize automatic ACH deductions from your account;

- If paying by check, all checks must payable in U.S. dollars from funds on deposit in the U.S. in a U.S. deposit account, or by a cashier's check drawn on a U.S. bank or a foreign bank branch in the U.S. Do not send cash;
- You must not attach any restrictive language to your payment;
- You may not use a line of credit or other credit product provided by SoFi to pay your SoFi Credit Card;
- If you make payment in a paper form (like a check, money order, or cashier's check), you must include the payment coupon from your statement OR write your SoFi Credit Card Account number on the payment; and
- Do not pay us more than your Balance (we will not pay interest on any credit Balance).

In addition:

- If we decide in our discretion to accept a form of payment that does not meet the above payment instructions (e.g. late payments, partial payments or payments marked "payment in full" or with any other restrictive endorsement, etc.), we do not waive our rights to continue to require payments that comply with these instructions;
- We may deposit any payment you send us for less than the total outstanding Balance of your Account that you mark "paid in full" or with any similar language or otherwise seek to provide as full satisfaction of a disputed amount. If we do, this payment will not fully satisfy the disputed amount or otherwise affect our rights to payment in full;

- Subject to the “Special Notice” provision below, we are under no obligation to hold a postdated check and we reserve the right to process every item presented as if dated the same date received by us or our check processor unless you give us adequate notice and a reasonable opportunity to act on it by notice sent to the address listed below; and
- If we decide in our discretion to accept a payment that you make to us in a foreign currency, we will choose the conversion rate.

**Special Notice Regarding Disputed Payments; Postdated Checks, Restrictive Endorsement Checks and Other Disputed or Qualified Payments**

All notices and written communications concerning postdated checks, restrictive endorsement checks (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) or any other disputed, nonconforming or qualified payments, must be mailed or delivered to SoFi Credit Card, 2750 East Cottonwood Pkwy, Suite 300, Salt Lake City, UT 84121. Except where such notice and opportunity are given, you may not hold us liable for depositing any postdated check.

**Notice About Electronic Check Conversion.** By providing a paper check as payment, you authorize us to use information from your check to make a one-time electronic fund transfer from your account or to process the payment as a check transaction. When we use the information from your check to make an electronic fund transfer, funds may be withdrawn from your account as soon as the same day we receive your payment, and you will not receive your check back from your financial institution.

**Authorization Agreement for Automatic Payments**

If you enrolled in the automatic payment plan, you acknowledge and agree to the following: (1) You authorize us to initiate electronic funds transfers (EFTs) by debit entries drawn on the bank account, debit you have identified to us in your application for this Account or any other account that you identify to us from time to time (“Bank Account”) in the amount of your required Minimum Payments or in any fixed amount that you specify, as modified by you from time to time. To avoid additional charges, in any month in which any designated fixed payment amount is less than your Minimum Payment due, you understand and agree that we may deduct or withdraw your entire Minimum Payment rather than the designated fixed payment amount. If your new Balance is less than the fixed amount you designate, only the new Balance will be deducted. You have the right to receive notice of all electronic fund transfers from your Bank Account that vary in amount, and by enrolling, you agree that your Account Statement will serve as your notice of the amount of your monthly payment. You may change the amount to be deducted or withdrawn at any time. Your new monthly payment will be effective within three (3) business days of our receipt of your instruction; (2) We will initiate authorized EFTs each month on or after the Payment Due Date shown on your Account Statement; (3) You agree that in the event any debit is rejected or dishonored we may reinitiate the debit once; (4) You have provided us with all necessary information for the Bank Account that you wish us to debit and the Bank Account on which the Automated Clearing House (ACH) debit is authorized, is a legitimate, open and active



account. You agree to notify us promptly if this information changes; (5) The origination of ACH transactions must comply with the provisions of U.S. law; (6) Once enrolled, automatic payments will continue until you notify us that you wish to terminate your enrollment in the automatic payment plan, or until we terminate your enrollment. You may terminate your enrollment by calling Customer Service at the telephone number shown on your Account Statement. You must give any notice of termination in such a manner and sufficiently in advance to allow us and your financial institution a reasonable opportunity to act. We may terminate your enrollment if you fail to keep your Account or your Bank Account in good standing. Delinquency or closure of either account, for any reason, may result in immediate termination of your enrollment in the automatic payment plan. Also, if there are insufficient funds in your Bank Account to process any payment, your enrollment in the automatic payment plan may be terminated immediately; (7) We are not responsible for any fees that may be charged by your depository institution as the result of your participation in the automatic payment plan; (8) You have the right to review your accounts and to withdraw any privileges previously granted; and (9) Participation in the automatic payment plan is not a requirement of continuing credit under your Account. Enrollment in the automatic payment plan is optional.

### **Payment Amounts and Adjustments**

You can choose to make one-time or recurring payments. We may adjust the amount of your payment before processing it in the following ways:

- To avoid creating a credit Balance on your Account;
- If you have scheduled a recurring payment for the amount of your Minimum Payment or Balance, your payment amount may be reduced automatically based on payments, returns, and other credits to your Account that are posted by 11:59 P.M. ET on the day prior to the date of your scheduled payment. If an earlier payment is rejected, we may automatically add that amount to your scheduled payment, but not in excess of the amount you authorized;
- If you have scheduled a recurring payment for a fixed dollar amount, your payment amount will not be reduced automatically based on payments, returns, and other credits to your Account. A recurring payment for a fixed dollar amount will always be processed if you have a Balance;
- In all instances, if your Balance on the scheduled Payment Date is \$0 or less, then we will automatically cancel your payment for that date. In the case of a recurring payment, your payment will automatically restart on the next scheduled Payment Date on which your Balance is greater than \$0; or
- In all instances, if a recurring payment is declined because of insufficient funds, then we will automatically turn off recurring payments and you will have to set up a new recurring payment.

We will not adjust your payment to an amount greater than what you authorize.

### **Payment Cancellations**

You can cancel a future scheduled or recurring payment through the SoFi app or website, or by contacting us at 1-844-945-7634. We must receive your cancellation request no later than three (3) prior to the date of your scheduled payment. We may cancel your payment(s) if any prior payments from the associated payment source account are returned, or for any other reason we deem appropriate. We will provide you with notice of such cancellation.

### **Electronic Payments**

If you pay in accordance with the payment instructions detailed in this Agreement and in your Account Statement, we will credit your payments as follows:

- If you initiate a one-time payment through the phone using a bank account before 5:00 PM CT, we will credit the payment as of that calendar day. If you initiate a one-time payment through the SoFi App using a bank account before 11:00 PM CT, we will credit the payment as of that calendar day. Otherwise, we will credit your payment as of the next calendar day;
- If you set up recurring payments, we will credit each payment as of its scheduled Payment Date.

### **Returned Payments**

We may charge you a Returned Payment Fee for any Returned Payments. In addition, your financial institution may also impose fees on you for the same Returned Payment. If we re-submit a Returned Payment to your financial institution, and your financial institution subsequently honors it, we may still assess a fee because your payment was initially returned to us unpaid. However, if the same payment is returned unpaid more than once, we will not charge more than one Returned Payment Fee. If you make a new payment to us and it is not honored by your financial institution, we may impose a new Returned Payment Fee.

### **How We Apply Payments, Credit and Refunds**

Subject to applicable law, we decide how to apply your payment, up to the Minimum Payment due, to the balances on your Account. We may apply the Minimum Payment due first to interest charges, then to fees, then to the Balance with the lowest APR until paid in full, and then sequentially to the Balance with the next lowest APR until paid in full, and so forth, until each Balance is paid in full. If you pay more than the Minimum Payment due, we'll apply the amount over the Minimum Payment due first to the balance with the highest APR until paid in full, then to the balance with the next highest APR until paid in full, and so on, except as otherwise required by applicable law.

We decide how to apply your payment, up to the Minimum Payment, to the Balances on your Account. Instead of the above application sequence, we may elect to apply the Minimum Payment first to interest charges, then to fees, then to the Balances with the highest APRs and then to Balances with lower APRs.

Other refunds and credits are applied to the applicable Balance on your Account, but do not generally reduce your obligation to pay your Minimum Payment.

## **Merchant Refunds**

A merchant refund to your Account will post to your Account as a credit. We don't control when a merchant sends an Account credit. We'll choose how to apply the credit to your existing Balance, including which type of Balance Category to apply the credit to.

If you believe a merchant credit has not been applied properly, please contact us. If a credit creates a credit Balance on your Account, we'll apply the credit to the next Transaction charges. If a credit creates a credit Balance and your Account is closed, we will mail you a check for the amount of the credit Balance.

## **Merchant Surcharges**

Some merchants, including merchants outside the U.S., may charge you a fee to use your SoFi Credit Card for a Purchase Transaction. The fee may be a percentage of the amount of your Purchase Transaction, or a flat fee, and will be added to the amount of your Purchase Transaction. Usually, a merchant will tell you about this fee before you use your SoFi Credit Card, but not always. We don't control these fees and can't prevent them. They are not subject to reimbursement under the terms of this Agreement.

## **Recurring Authorized Transactions**

If you authorize a merchant or any other person to charge your Account for recurring Transactions, it is your responsibility to notify the merchant if:

- You want to discontinue these Transactions;
- Your Account is closed; or
- Your Account information changes.

## **Refusal of your SoFi Credit Card**

We don't guarantee approval of Transactions. We are not liable for those that aren't approved. If we detect unusual or suspicious activity, we may suspend your credit privileges. We may also limit the number of Transactions approved in a single day.

## **Authorized Users**

### Definitions:

“Authorized User” means any person you ask us to issue a SoFi Credit Card to on your Account and to whom we issue a SoFi Credit Card. In addition, if you give the SoFi Credit Card or credentials to any person, that person is treated as an “Authorized User”.

You can ask us to add one or more Authorized Users to your Account. Authorized Users must be above 15 years of age. We may require certain information about them before issuing a SoFi Credit Card to an Authorized User. If we approve your request, use of your Account by the Authorized User will be subject to the terms of this Agreement. You will be responsible for use

of your SoFi Credit Card by any Authorized Users and by anyone they allow to use your SoFi Credit Card, even if you did not want, or did not agree to, that use.

You must:

- Obtain permission from each Authorized User before naming him or her as an Authorized User on your Account;
- Make a copy of this Agreement available to each Authorized User;
- Pay us for all charges incurred by each Authorized User; and
- Notify us to remove an Authorized User from your Account.

We reserve the right to limit and Authorized User's ability to use the SoFi Credit Card, including without limitation, the right to remove an Authorized User from the Account and terminate their SoFi Credit Card. If we remove an Authorized User, we also reserve the right to close your Account, open a new Account, and issue you a new SoFi Credit Card.

### **Your Responsibility for Authorized Users**

In connection with any Authorized Users, you are responsible for:

- Transactions made by the Authorized User through your Account;
- Transactions made by an Authorized User even if the post-date shown on your Account Statement for that Transaction occurs after the date you ask us to remove the Authorized User from your Account;
- Transactions made by others if an Authorized User allows them to use your SoFi Credit Card; and
- Fees and charges resulting from Transactions made by an Authorized User or others if an Authorized User allows them to use your Account.

You agree to give us certain personal information about each Authorized User. You must let each Authorized User know that you'll give us and to SoFi that information and you must have his or her permission to disclose the information to us and to SoFi. You represent to us that you have permission from each Authorized User to allow us to share information about him or her as allowed by applicable law. This includes information we may get from you, the Authorized User and others. It also includes information about their Transactions on the Account.

### **What Can Authorized Users Do?**

- Report lost or stolen SoFi Credit Cards;
- Request copies of Account Statements;
- Initiate billing disputes;
- Make payments;
- Request refund checks; and
- Obtain Account information such as Transaction history.

### **Account Information Rights for Authorized Users**

You allow us to discuss your Account with an Authorized User. This includes giving him or her access to your Account information and history. You also agree that an Authorized User may use and receive information about the Account the same way you do. An Authorized User can't add other Authorized Users, adjust the credit limit or close the Account.

### **Credit Reporting**

We report information about this Account to Consumer Reporting Agencies in the Authorized User's name that may appear on their credit report. This could include information about:

- Late Payments;
- Overlimit Amounts;
- Returned Payments; and
- Other violations of this Agreement.

You must let each Authorized User know that we report Account information in his or her name.

### **Removing Authorized Users**

If you want to remove an Authorized User from your Account, you must contact Customer Service and request their removal. You also must immediately destroy all SoFi Credit Cards in their possession and cancel any transactions that they may have set up on your Account before their removal. You will be responsible for transactions that they set up before they were removed even if these amounts do not appear on your Account until later. Authorized Users may remove themselves from your Account upon request.

### **Account Default**

You will be in default under this Agreement if you:

- Fail to pay any Minimum Payment on or before the applicable Payment Date;
- Materially breach any of the terms of this Agreement;
- File or become the subject of a bankruptcy or insolvency proceeding;
- Give us any false, incomplete or misleading information;
- Become legally incapacitated or die; or
- Are in default under the terms of any other agreement you have with us, SoFi or any of its affiliates;

### **What is the Effect of Being in Default?**

If you are in default, we may, subject to any notice of default and right to cure or other limitation of applicable law, take any of the following actions:

- Continue charging you interest on your outstanding Balance;
- Lower your credit limit;
- Decline or otherwise limit your ability to make Transactions;
- Report information about your Account to the credit reporting bureaus;

- Require you to immediately pay all or any portion of your total outstanding Balance (this action may also be taken upon death);
- Begin collections activities and require you to pay for associated costs; or
- Suspend or close your Account;

### **Suspending or Closing Your Account**

By You. You can close your Account anytime by contacting us by phone at 1-844-945-7634 or by mail by writing to SoFi Credit Card, 2750 East Cottonwood Pkwy, Suite 300, Salt Lake City, UT 84121. If you choose to close your Account and subsequently change your mind, you may reopen your Account within thirty (30) days of the date you requested that the Account be closed.

By Us. We may suspend or close your Account, or suspend or cancel any feature on your Account, at any time and for any reason. We may cancel your current SoFi Credit Card and issue you a substitute SoFi Credit Card at any time. We may also offer credit to you on different terms or adjust the amount of credit available to you at any time, with or without cause, subject to applicable law. We may terminate further transactions on your Account without notice if you change your address to a jurisdiction in which we do not make credit available at that time.

### **Effect of Closing Your Account**

When your Account is closed, you must:

- Return or destroy all SoFi Credit Cards;
- Stop using your Account to make payments and cancel any such payments that may be automatic or recurring; and
- Continue to pay at least the Minimum Payment each month until the total outstanding Balance of your Account, including any amounts which post after the Account's closure, has been paid in full.
- The terms of this Agreement will continue to apply to any outstanding Balance that you owe us. Account cancellation may adversely affect your credit history.

### **Obtaining Your Credit Report**

We may obtain credit reports and other information about you from credit bureaus and other sources that provide consumer financial information from time to time in connection with servicing or collecting your Account, and to provide other services to you such as credit monitoring information. You consent to permitting us to use this information in connection with:

- Renewal of your Account;
- Credit line increases or decreases;
- Administration or review of your Account, collection and any other servicing;
- All other credit-related purposes connected with this Agreement;
- Offers for other cards, loans, financial services, insurance products and other services; and
- Other uses permitted by law.

We may verify your age, social security number, residence and other identifying information as permitted by applicable law.

### **Reporting Information to Credit Bureaus**

You agree that we may report information about your Account to the credit bureaus. The information we provide may appear on your credit report. This can include information about:

- Late Payments;
- Overlimit Amounts;
- Returned Payments; and
- Other violations of this Agreement.

If you believe that we have reported incorrect information about your Account to a credit bureau, you should contact us by phone at 1-844-945-7634, or you can write to us at SoFi Credit Card, 2750 East Cottonwood Pkwy, Suite 300, Salt Lake City, UT 84121. Please include your name, the mailing address associated with your Account, the email address associated with your Account, your telephone number and a description of the information you believe is incorrect and why. We'll research it. If available, please include a copy of the credit bureau report in question. We'll let you know if we agree or disagree with you. If we agree with you, we'll contact each credit bureau we reported to and request a correction.

### **Contacting You**

Notwithstanding any current or prior election to opt in or opt out of receiving telemarketing calls or SMS messages (including text messages) from us, SoFi, or our or their agents, representatives, or affiliates, or anyone calling on our or their behalf, you expressly consent to be contacted by us and SoFi, our and their agents, representatives, affiliates, or anyone calling on our or their behalf for any and all purposes arising out of or relating to your Account, at any telephone number, or physical or email or electronic address you provide, or at which you may be reached. Telephone numbers you provide include those you give to us, those from which you or others contact us with regard to your Account, or which we obtain through other means. You agree we may contact you in any way, including SMS messages (including text messages) calls using prerecorded messages or artificial voice, and calls and messages delivered using automatic telephone dialing systems (auto-dialer) or an automatic texting system. Automated messages may be played when the telephone is answered, whether by you or someone else. In the event that an agent or representative calls, they may also leave a message on your home answering machine, voice mail.

You certify, warrant and represent that the telephone numbers that you have provided to us are your contact numbers. You represent that you are permitted to receive calls at each of the telephone numbers you have provided to us. You agree to promptly alert us whenever you stop using a particular telephone number. We, SoFi our and their agents, representatives, and affiliates, and anyone else calling on our behalf may use such means of communication described in this section even if you will incur costs to receive such phone messages, text messages, or other communications.

### **Consent to Receive Electronic Disclosures**

When you applied for your Account or accepted an offer and verified your eligibility for an Account, you agreed to receive electronic notices and disclosures in connection with your Account. To the extent not prohibited by law, we may send notices concerning the availability of Account Statements and other notices and disclosures to you at the electronic mail address that you provided in your Application, any updated electronic mail address that you provide to us in writing, or through your online Account or the SoFi mobile app or other electronic means we designate or otherwise, as mutually agreed. If you subsequently choose to receive notices and disclosures by postal mail rather than electronically, then you agree to provide us with an updated postal address in a timely manner to allow us to comply with any applicable requirements of law.

Any written or electronic notice or communication we send to you will be effective when made available to you online or through the SoFi Mobile App, when sent to the email address associated with your Account, or, if you have withdrawn your consent to receive electronic communications, when mailed to the address associated with your Account. We consider an electronic notice sent as soon as we email it, unless we receive notification that the email was undeliverable, and we consider a notice sent as soon as we mail it.

### **Changes to Account Information**

You must notify us promptly of any change to your name, mailing or email address, your mobile or home telephone number, place of employment or other information provided in your Application, or otherwise provided to us from time to time, including porting a landline telephone number to a cellular number or VoIP, by writing to us at SoFi Credit Card, 2750 East Cottonwood Pkwy, Suite 300, Salt Lake City, UT 84121 or by calling us at 1-844-945-7634 to get instructions.

If you don't, or if we ask you to verify your Account information and you cannot, we may suspend or close your Account. We may rely on your email address or mailing address and contact telephone numbers as they appear on our records. We may use any email address that you provided for any and all Account communications we send to you, unless you notify us of any changes. We may also, in our sole discretion, update your mailing address if we receive a notification of change from the U.S. Postal Service.

### **Information Sharing**

You agree to let the Bank and SoFi share information about you and your Account as allowed by law. This includes information we get from you and others. Our respective privacy notices, which are delivered to you upon Account opening and are available on the SoFi Website at [www.sofi.com](http://www.sofi.com) describe the circumstances under which the Bank or SoFi can share your personal information.

### **Governing Law**

This Agreement, and any claim, dispute or controversy (whether in contract, tort, or otherwise) at any time arising from or relating to this Agreement, are governed by and construed in accordance with applicable federal law and, to the extent not preempted by federal law, the laws of the State of Missouri (without regard to internal principles of conflict of laws), except that the arbitration provision is governed by the Federal Arbitration Act, 9 U.S.C. §§ 1 et seq.



The legality, enforceability, and interpretation of this Agreement and the amounts contracted for, charged, and reserved under this Agreement will be governed by such laws. We extend credit pursuant to Section 408.145 of the Missouri Revised Statutes. You agree that this extension of credit is made, executed and delivered in Missouri and that we make all credit decisions, open all accounts and issue all proceeds from, impose all fees and charges in, and receive all payments in our offices in Missouri. To the extent not preempted by federal law or subject to Missouri law, for purposes of state law compliance, we have elected Section 12-103(a)(1) of the Interest and Usury statute and the Revolving Credit Accounts statute in Maryland.

### **Delay in Enforcing Our Rights**

The failure by us to enforce at any time any of the provisions of this Agreement, to exercise any election or option provided in this Agreement, to require at any time your performance of any of the provisions of this Agreement, or to enforce our rights under applicable law will not in any way be construed as a waiver of such provisions, election, option, performance or rights.

### **Severability**

This Agreement is the complete and final expression of the agreement between us and you with respect to your Account. This Agreement may not be contradicted by any alleged oral agreement. Subject to the special rule in the Arbitration section, if any provision of this Agreement is found to be invalid or otherwise unenforceable, or declared invalid or otherwise unenforceable by order of a court, change in applicable law, or regulatory authority, that provision will continue to be enforceable to the extent permitted by law, and the remainder of that provision will no longer be considered part of this Agreement. All other provisions of this Agreement will remain in full force and effect.

### **Assignment**

We may sell, assign, or transfer all or any portion of your Account or the receivables generated in your Account to a third party without notice to, or consent from, you. We may also assign any or all of our rights and obligations under this Agreement to a third party without notice to, or consent from you. You may not sell, assign or transfer any of your rights or obligations under this Agreement. Any attempted sale, transfer, or assignment by you will be null and void.

### **Service Providers**

We may use SoFi Credit Corp. LLC or other entity service providers in connection with servicing your Account. In doing so, we may permit one or more of our service providers to exercise any of our rights, rely on any consents or permissions that you have granted to us, and enforce any of your obligations on our behalf.

### **Intellectual Property Rights**

All intellectual property rights, including all patents, trade secrets, copyrights, trademarks, and moral rights, in the SoFi Credit Card are owned by SoFi. All text, graphics, software, photographs and other images, videos, sound, trademarks, and logos are owned by SoFi. Nothing

in this Agreement gives you any rights in respect of any intellectual property owned by SoFi, its licensors, or third parties, and you acknowledge that you do not acquire any ownership rights by using your Account.

### **Force Majeure**

From time to time, our services might be unavailable due to circumstances beyond our control (such as fires, floods, natural disasters, system failures or other unpredictable events). When this happens, you might not be able to use your SoFi Credit Card or obtain information about your Account. We're not responsible or liable if this happens.

### **Lost or Stolen SoFi Credit Cards, Account Numbers**

You must try to prevent the unauthorized use of your Account, SoFi Credit Card, and Account number. You must call us if any SoFi Credit Card is lost or stolen. You must also call us if you think someone has used or may use these without permission.

**YOU ACKNOWLEDGE THAT YOU HAVE RECEIVED (ELECTRONICALLY OR OTHERWISE) AN EXACT, COMPLETELY FILLED-IN, LEGIBLE COPY OF THIS AGREEMENT, HAVE READ IT AND AGREE TO ITS TERMS.**

### **NOTICE TO THE ACCOUNT HOLDER:**

- (1) DO NOT SIGN THIS AGREEMENT BEFORE YOU READ IT OR IF IT CONTAINS ANY BLANK SPACES;**
- (2) YOU ARE ENTITLED TO AN EXACT, COMPLETELY FILLED IN COPY OF THE AGREEMENT YOU SIGN; AND**
- (3) YOU HAVE THE RIGHT TO PAY, IN ADVANCE, THE FULL AMOUNT DUE.**

### **State Disclosures**

- **CA Residents.** Interest is compounded on unpaid amounts.
- **MD Residents.** You have the right under Section 12-510 of the Commercial Law Code to receive an answer to your written inquiry regarding the status of your account.
- **MO Residents.** 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 writing, which is the complete and exclusive statement of the agreement between us, except as we may later agree in writing to modify it.
- **NH Residents.** This Agreement provides for reasonable attorneys' fees to be awarded to us in an action against you involving this Agreement. Reasonable attorney's fees will be awarded to you if you prevail in any action, suit or proceeding brought by us, or an action brought by you. If you successfully assert a partial defense or set-off, recoupment or counterclaim to an action brought by us, the court may withhold from us the entire amount or such portion of the attorney fees as the court considers equitable.

- NJ Residents. Because certain provisions of this agreement are subject to applicable law, they may be void, unenforceable or inapplicable in some jurisdictions. None of these provisions, however, is void, unenforceable or inapplicable in New Jersey.
- WI Residents. No provision of a marital property agreement, a unilateral statement under section 766.59 or a court decree under section 786.70 adversely affects the interest of the creditor unless the creditor, prior to the time the credit is granted, is furnished a copy of the agreement, statement or decree or has actual knowledge of the adverse provision when the obligation to the creditor is incurred.

### **Cardholder Applicant Information**

Your name and address, our name and address, and the date on any Application or any other document or record you sign in connection with your Account are incorporated herein and made a part of this Agreement and represent your name and address, our name and address, and the date on this Agreement. An electronic record of your request for or acceptance of an Account or the consummation of a sales transaction under this Agreement can represent your signature on this Agreement.

[CREDITOR /s/ THE BANK OF MISSOURI, ST. ROBERT, MO]

**Rev. Date:** [INSERT DATE]

### **Agreement and Benefit Changes**

Changes to this Agreement. We may change this Agreement for any reason and at any time, subject to applicable law. This means that we can change rates and fees that apply to your Account. It also means we can add, replace or remove provisions of this Agreement. If required by applicable law, we'll give you notice of the changes. If you have the right to reject a change, we'll notify you and tell you how to reject. If we notify you of a change, we may do so on your Account Statement or send you a separate written notice, either of which may be sent electronically if permitted by applicable law.

Changing Benefits. Any benefit, reward, service or feature offered may change or be discontinued at any time for any reason. Separate terms and conditions will describe any exceptions.

### **Arbitration**

This section is an arbitration provision and contains important information that affects your legal rights. Please read it carefully.

Unless you are a "covered borrower," as defined under the Military Lending Act, 10 U.S. C. § 987, as amended, and except as otherwise stated below, any Claim (as defined below) will be resolved by binding arbitration pursuant to (a) this Arbitration Provision and (b) the Code of Procedure of the national arbitration organization to which the Claim is referred (as in effect when the Claim is filed). Claims will be referred to either Judicial Arbitration and Mediation Services ("JAMS") or the American Arbitration Association ("AAA"), as selected by the party electing to use arbitration. Streamlined arbitration procedures will be used if available. If a

selection by us of one of these organizations is unacceptable to you, you have the right, within 30 days after you receive notice of our election, to select the other organization listed to serve as arbitration administrator. For purposes of this Arbitration Provision, "Claim" means any claim, dispute, or controversy (whether in contract, tort, or otherwise), past, present, or future, (collectively, "Claims") as further described below. If for any reason a selected organization cannot, will not or ceases to serve as an arbitration administrator, you or we may substitute another widely recognized arbitration organization that uses a similar code of procedure and is mutually acceptable to the parties.

### **Right to Reject Arbitration**

You may reject this Arbitration Provision. If you do so, neither you nor we will have the right to engage in arbitration. Rejecting this Arbitration Provision will have no effect on any of the other provisions in this Agreement. To reject this Arbitration Provision, you must send us your written rejection within 60 days after we open your Account, or 60 days after any change in terms that affects this Arbitration Provision, to SoFi Credit Card, 2750 East Cottonwood Pkwy, Suite 300, Salt Lake City, UT 84121 ATTN: Consumer Credit Arbitration. In your letter, you must give us the following information: name, address and Account number. The right to reject granted here applies solely to this Arbitration Provision, and not to any other provision of this Agreement, or to any other agreement with us. In the event of a dispute over whether you have provided a timely rejection notice, you must provide proof of delivery. Neither party may elect to arbitrate an individual Claim brought in small claims court (or your state's equivalent court, if any). However, if a Claim that is brought in small claims court is transferred or appealed to a different court, either party may elect arbitration.

### **SIGNIFICANCE OF ARBITRATION; LIMITATIONS AND RESTRICTIONS**

**IF YOU OR WE CHOOSE TO RESOLVE A CLAIM BY BINDING ARBITRATION, NEITHER YOU NOR WE WILL HAVE THE RIGHT TO: (I) HAVE A COURT OR JURY DECIDE THE CLAIM BEING ARBITRATED; (II) ENGAGE IN PRE-ARBITRATION DISCOVERY (THAT IS, THE RIGHT TO OBTAIN INFORMATION FROM THE OTHER PARTY) TO THE SAME EXTENT THAT YOU OR WE COULD IN COURT; (III) PARTICIPATE AS A REPRESENTATIVE OR MEMBER OF ANY CLASS OF CLAIMANTS IN A CLASS ACTION, IN COURT, OR IN ARBITRATION RELATING TO ANY CLAIM SUBJECT TO ARBITRATION; OR (IV) JOIN OR CONSOLIDATE CLAIMS OTHER THAN YOUR OWN OR OUR OWN. OTHER RIGHTS AVAILABLE IN COURT MAY NOT BE AVAILABLE IN ARBITRATION.** Except as set forth below, the arbitrator's decision will be final and binding. Only a court may decide the validity of items (iii) and (iv) above. If a court holds that items (iii) or (iv) are limited, invalid or unenforceable, then this entire Arbitration Provision will be null and void. You or we can appeal any such holding. If a court holds that any other part(s) of this Arbitration Provision (other than items (iii) and (iv)) are invalid, then the remaining parts of this Arbitration Provision will remain in force. An arbitrator will decide all other issues pertaining to arbitrability, validity, interpretation and enforceability of this Arbitration Provision. The decision of an arbitrator is as enforceable as any court order and may be subject to very limited review by a court. An arbitrator may decide a Claim upon the submission of documents alone, or a party may request a telephonic hearing if permitted by applicable rules. The exchange of non-

privileged information relevant to the Claim, between the parties, is permitted and encouraged. Either party may submit relevant information, documents or exhibits to the arbitrator for consideration in deciding a Claim.

### **Broad Meaning of “Claims”**

The term “Claims” in this Arbitration Provision is to be given the broadest possible meaning and includes (by way of example and without limitation) Claims arising from or relating to: (i) the application for or issuance of your Account; (ii) use, terms, change in terms or addition of terms, closing or collection of your Account or this Agreement; (iii) advertisements, promotions or oral or written statements related to your Account, including any Claims regarding information obtained by us from, or reported by us to, credit reporting agencies or others; (iv) Claims between you and our parent corporations, wholly or majority owned subsidiaries, affiliates, predecessors, successors, assigns, agents, independent contractors, employees, officers, directors or representatives arising from your Account or this Agreement; and (v) Claims regarding the validity, enforceability or scope of this Arbitration Provision or this Agreement.

### **Arbitration Procedure and Costs**

For a copy of relevant codes of procedure, to file a Claim or for other information about JAMS and AAA, write them, visit their web site, or call them at: (i) for JAMS, 1920 Main Street, Suite 300, Irvine, CA 92614 or [info@jamsadr.com](mailto:info@jamsadr.com), <http://www.jamsadr.com>, 1-800-352-5267; or (ii) for AAA, 1633 Broadway, 10<sup>th</sup> Floor, New York, NY 10019 or [websitemail@adr.org](mailto:websitemail@adr.org), <http://www.adr.org>, 1-800-778-7879. If either party fails to submit to arbitration following a proper demand to do so, that party will bear the costs and expenses, including reasonable attorneys’ fees, incurred by the party compelling arbitration. Any physical arbitration hearing that you attend will be held in the federal judicial district where you live at the time the Claim is filed. The party initiating the arbitration will pay the filing fee. You may seek a waiver of the initial filing fee or any other fees incurred in arbitration. If you seek, but do not qualify for, a waiver, we will consider any written request by you for us to pay or reimburse you for all or part of such fees. Each party will pay for its respective attorneys’, experts’ and witness fees, regardless of which party prevails in the arbitration. A party may recover any or all expenses from another party if the arbitrator, applying applicable law, so determines. Allocation of fees and costs relating to appeals in arbitration will be handled in the same manner. For an explanation and schedule of the fees that apply to an arbitration proceeding with JAMS, please visit <http://www.jamsadr.com/rules-streamlined-arbitration>; for AAA, visit [http://www.adr.org/consumer\\_arbitration](http://www.adr.org/consumer_arbitration). The appropriate fee schedule in effect from time to time is hereby incorporated by reference into this Arbitration Provision. The cost of arbitration may be higher or lower than the cost of bringing your Claim in court, depending upon the nature of your Claim and how the arbitration proceeds. Having more than one Claim and holding face-to-face hearings can increase the cost of arbitration. Again, neither you nor we will be permitted to arbitrate claims on a class-wide (that is, on other than an individual) basis. An arbitration proceeding can decide only your or our Claims. You cannot join other parties (or consolidate Claims) except with respect to persons who use your Account.

### **Governing Law for Arbitration**

This Arbitration Provision is made pursuant to a transaction involving interstate commerce and will be governed by the Federal Arbitration Act (“FAA”), 9 U.S.C. §§ 1 *et seq.*, as amended, notwithstanding any other governing law provision in this Agreement. The arbitrator will apply applicable substantive law consistent with the FAA and applicable statutes of limitations and will honor claims of privilege recognized at law. Judgment upon any arbitration award may be entered and enforced, including without limitation by garnishment, attachment, foreclosure or other post-judgment remedies, in any court having jurisdiction. The arbitrator’s decision will be final and binding, except for any right of appeal provided by the FAA, in which case any party can appeal the award to a three-arbitrator panel administered by the selected arbitration administrator. The panel will reconsider *de novo* (that is, without deference to the ruling of the original arbitration) any aspect of the initial award requested by the appealing party.

### **Continued Effect of Arbitration Provision**

This Arbitration Provision will continue to govern any Claims that may arise without regard to any termination or cancellation of your Account. If any portion of this Arbitration Provision (other than the provisions prohibiting class-wide arbitration, joinder or consolidation) is deemed invalid or unenforceable under the FAA, it will not invalidate the remaining portions of this Arbitration Provision. If a conflict or inconsistency arises between the code of procedures of the selected arbitration administrator and this Arbitration Provision, this Arbitration Provision will control.

### **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 Account Statement, write to us at SoFi Credit Card, 2750 East Cottonwood Pkwy, Suite 300, Salt Lake City, UT 84121

You may also contact us through the mobile app or on the web at [www.sofi.com](http://www.sofi.com)

In your letter, give us the following information:

- Account Information: Your name and account number;
- Dollar Amount: The dollar amount of the suspected error; and
- 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 Account Statement; and
- At least 3 business days before an automated payment is scheduled, if you want to stop payment on the amount you think is wrong.

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

#### **What Will Happen After We Receive Your Letter**

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

1. Within 30 days of receiving your letter, we must tell you that we received your letter. We will also tell you if we have already corrected the error; and
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 summary, 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; and
- 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.

If we do not follow all of the rules above, you do not have to pay the first \$50 of the amount you question even if your bill is correct.

**Your Rights if You are Dissatisfied with Your Purchases**

If you are dissatisfied with the goods or services that you have purchased with your SoFi Credit Card, and you have tried in good faith to correct the problem with the merchant, you may have the right not to pay the remaining amount due on the purchase.

To use this right, all of the following must be true:

- The purchase must have been made in your home state or within 100 miles of your current mailing address, and the purchase must have been more than \$50. Neither of these are necessary if your purchase was based on an advertisement, we mailed to you, or if we own the company that sold you the goods or services;

- You must have used your SoFi Credit Card for the purchase. Purchases made with cash advances from an ATM do not qualify;
- You must not yet have fully paid for the purchase.

If all of the criteria above are met and you are still dissatisfied with the purchase, contact us by phone at 1-844-945-7634, or by mail at SoFi Credit Card, 2750 East Cottonwood Pkwy, Suite 300, Salt Lake City, UT 84121.

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.