

## AUGIE SECURED CHARGE CARD

### IMPORTANT DISCLOSURES

Information on this disclosure was accurate as of [December 1, 2023]. The Augie Secured Charge Card (the “Card”) will be issued and administered by TCM Bank, N.A. Before you submit your application, please read through these important disclosures, which contain additional information about rates, fees, and other costs, as applicable. The variable rates, the fees, and the terms are subject to change. To find out if any rates, fees or terms have changed, please write to: GetAugie Inc., 225 E 21st St. #2, New York, NY 10010. Each applicant must be at least 18 years of age.

#### Payment Information

The Card is a Secured Charge Card. Your billing cycle for the Card is monthly. All charges incurred on the Card in a billing cycle are due and payable by the payment due date each month.

#### Fees

Transaction Fees	
<ul style="list-style-type: none"><li>Cash Advance Fee</li><li>Foreign Transaction Fee</li></ul>	<ul style="list-style-type: none"><li><b>None</b>; The Card cannot be used to obtain a cash advance.</li><li><b>None</b>; The Card is not permitted for use for any foreign transaction.</li></ul>
Penalty Fees	
<ul style="list-style-type: none"><li>Late Payment Fee</li><li>Returned Payment Fee</li><li>Over the Credit Limit Fee</li></ul>	<ul style="list-style-type: none"><li><b>\$0.00</b>; We do not charge a late fee. However, failure to pay your balance on the due date may result in default and/or closure.</li><li><b>\$0.00</b></li><li><b>\$0.00</b></li></ul>

**How We Will Calculate Your Balance:** We require you to pay all charges incurred on the Augie Secured Charge Card Account (the “Card”) on the due date. So, we do not charge any interest and no balance calculation for the purposes of charging interest or levying fees is done by us.

**Billing Rights:** Information on your rights to dispute transactions and how to exercise those rights will be provided in the Augie Secured Charge Card Agreement (the “Agreement”) and on the back of your Statement that will be sent to you in the future if we open a secured charge card (the “Card”) for you.

**Credit Report:** We do not rely on any consumer credit report for approving or declining any application.

**USA PATRIOT Act Disclosure:** To help the government fight the funding of terrorism and money laundering activities, federal law requires we obtain, verify, and record information that identifies each person who creates a

relationship. Meaning, when you create a relationship, we will ask for your name, address, date of birth and other information that will allow us to identify you.

**State Law Disclosures:** *California Residents:* A married applicant may apply for a separate Card. After credit approval, each applicant shall have the right to use the Card up to the limit of the Card. *California and Utah Residents:* As required by law, you are hereby notified that a negative credit report reflecting on your credit record may be submitted to a consumer reporting agency if you fail to fulfill the terms of your credit obligations. *Delaware Residents:* Service charges not in excess of those permitted by law will be charged on the outstanding balances from month to month. *New York and Vermont Residents:* We may obtain your credit reports for any legitimate purpose associated with the Card, including but not limited to reviewing, modifying, renewing and collecting on your Card. On your request, we will inform you of the names and addresses of any consumer reporting agencies that have furnished the reports. New York residents may contact the New York State Department of Financial Services by telephone or visit its website for free information on comparative credit card rates, fees and grace periods. New York State Department of Financial Services: 1-800- 342-3736 or <http://www.dfs.ny.gov>. *Ohio Residents:* Ohio anti-discrimination laws require creditors to make credit equally available to all creditworthy customers and that credit reporting agencies maintain separate credit histories on individuals upon request. The Ohio Civil Rights Commission administers compliance with these laws. *Oregon Residents:* Service charges not in excess of those permitted by law will be charged on the outstanding balances from month to month. You may pay more than the minimum payment due, up to your entire outstanding balance, at any time. *Washington State Residents:* In accordance with the Revised Code of Washington Statutes, Section 63.14.167, you are not responsible for payment of interest charges that result solely from (i) a merchant's failure to transmit to us within seven working days a credit for goods or services accepted for return or forgiven, provided you have notified us of the merchant's delay in posting such credit, or (ii) our failure to post such credit to your Card within three working days of our receipt of the credit from the merchant. *Married Wisconsin Residents:* No provision of any marital property agreement, unilateral agreement, or court decree under Wisconsin's Marital Property Act will adversely affect a creditor's interest unless, prior to the time credit is granted, the creditor is furnished a copy of that agreement or decree or is given complete information about the agreement or decree. Wisconsin marital property law requires us to collect certain information about your spouse in order to provide notice that we have extended credit to you under this credit plan.

**Arbitration Notice:** If we open a Card for you, your Agreement will contain a binding arbitration provision. In the event of any dispute between you and us relating to your Card, the dispute will be resolved by binding arbitration in accordance with the rules and procedure of the American Arbitration Association. Both you and we agree to waive the right to go to court or to have the dispute heard by a jury (except in regard to any collection activities on your Account). You and we will be waiving any right to a jury trial and you also would not have the right to participate as part of a class of claimants relating to any dispute with us. Other rights available to you in court may also be unavailable in arbitration. When you receive your Agreement, you should read the arbitration provision carefully and not accept or use the Card and request to close the Card unless you agree to be bound by the arbitration provision or timely opt-out.

## **OTHER IMPORTANT TERMS AND CONDITIONS**

By submitting an application for a Card, you are requesting us to open a Card in your name and to issue you the Card. Only United States residents who are 18 years of age or over may apply for a Card.

You promise that the information you provide on your application is accurate. You authorize us to verify the information. You authorize us and our affiliates and subsidiaries to share information we have about you at any time for marketing and administrative purposes as permitted by law.

When you use your Card, you agree to the terms of the Agreement that will be provided to you.

We may change the terms of your Card at any time in accordance with the Agreement. We may do this in response to changes in the business, legal, or competitive environment. Changes to some terms may require 45 days advance notice, and we will tell you in the notice if you have the right to reject the change.

**Eligibility:** You understand that there are conditions for you to be eligible for a Card to be opened for you including:

- Your application is not incomplete, unreadable or inaccurate and details you submit can be verified.
- You are able to pass customer identity checks that are typically required for opening a financial account of this nature .
- You are applying from and are a resident of the 50 United States or Washington D.C.
- Your address is in one of the following locations: the 50 United States, Washington D.C. or a U.S. military location.
- You are not under the age of 18 (or legal age to consent in your jurisdiction).
- You have a valid Social Security Number or Individual Taxpayer Identification Number.
- You did not have a Card earlier that was closed by you or us in the 6 months preceding your application.
- You have not been declined a request to open a Card in the 6 months preceding your application.
- You do not already have a Card.
- You have a depository account (the “Linked External Account”) that we can verify belongs to you as per details given in your application and that we can access for verification and debiting through ACH using the internet-based technology we or our service providers use.
- You have at least one recurring bill or subscription that you pay through your Linked External Account that can be registered with us and can be paid using the Card.
- You have hardware and software that is needed, including the Augie mobile application (the “Augie App”), to be able use the Card as per the Agreement.

**Security Account:** The Card is a secured line of credit. In consideration of the opening the Card, you will authorize us to open a deposit account at [● Bank] (the “Security Account”) in your name, or as part of a pooled account, as discussed below. The available balance in your Security Account will secure the obligations to us that you incur in connection with your Card (the “Debts”). The credit limit on your Card cannot exceed the amount of available balance in your Security Account.

If you fail to make your required payments on your Card or otherwise fail to comply with the terms of the Agreement, you can lose all funds in the Security Account. The Security Account may, in our discretion, and for our sole business reasons, be commingled with other security deposits in a single pooled account, but we will maintain separate records of your Security Account. We will not send statements for the Security Account but you can view the balances in your Security Account using the Augie App.

You may not withdraw any funds from the Security Account unless your Card is closed and paid to a \$0 balance. However, you may withdraw available balance from the Security Account to pay your Card dues.

We will not pay interest on the Security Account. This security interest is given as security for any and all Debts, including, but not limited to, interest, fees, and charges which may accrue under your Card.

The Security Account will be governed by the terms of the Augie Security Account Agreement that will be furnished to you along with the Agreement. When you use your Card, you also agree to the terms of the Augie Security Account Agreement.

**Permitted Uses:** You may use the Card solely to pay for your recurring bills and subscription charges (the “Purchases”) provided each such bill:

- Is validly registered by you with us using the Augie App;
- Is from merchants that is permitted to be registered by us on the Augie App;
- Is payable no less than 5 business days from the date it is registered through the Augie App; and
- Is in an amount not exceeding 125% of the maximum paid on the bill in the 3 months preceding such registration or the last payment of the said bill, subject to a maximum of \$1,000.

Any Purchase can only be made if the Card is in good standing and you have available credit. Each time you use your Card you are requesting us to make a loan to you for the amount of the Purchase. Each Purchase will reduce the available credit under your credit limit until it is repaid in accordance with the terms of the Agreement.

**Authorization for Adding Funds to the Security Account:** If we open an Card for you, you authorize us to debit your Linked External Account up to 5 business days before a Purchase is scheduled to add funds to the Security Account to increase your credit limit for it to be enough to cover the Purchase. You agree you will sign an authorization for us to debit your Linked External Account through an ACH debit. If you revoke the authorization, it may take up to 3 business days for us to make it effective. If you revoke this authorization or if the debit fails for any reason (including insufficiency of funds in your Linked External Account or a closure of Linked External Account), we may re-initiate a debit. If your Linked External Account cannot be debited such that adequate funds are added to the Security Account to cover a Purchase, we will decline the charge for such a Purchase.

**E-Sign Consent:** PLEASE READ THESE E-SIGN CONSENT TERMS (“CONSENT”) CAREFULLY. THIS CONSENT APPLIES TO ALL DISCLOSURES, AGREEMENTS, STATEMENTS, NOTICES AND OTHER DOCUMENTS RELATED TO THE CARD, THE ACH AUTHORIZATION OR THE SECURITY ACCOUNT (“DOCUMENTS”).

*Electronic Delivery of Documents:* You consent and agree:

- We will provide all Documents to you electronically, including all disclosures required by law and other information about your legal rights and duties;
- Your electronic signature on any Documents has the same effect as if you signed them in ink; and
- Your computer or electronic device meets the specifications and requirements to permit you to access, review and retain the Documents electronically.
- You agree we can send all Documents to you electronically via (i) email; (ii) by access to a site or link we provide in an email notice we send to you; (iii) by access to a mobile app or site we designate in advance for such purpose, including the Augie App and <https://augie.app>; or (iv) by access to a site or link we provide on or through the Augie App. You agree Documents provided electronically have the same meaning and effect as if we provided paper Documents to you. When we send you an email or other electronic notification telling you a Document is available electronically and we do in fact make it available online, that shall have the same meaning and effect as if we provided a paper Document to you, whether or not you choose to view it. We always reserve the right, in our sole discretion, to communicate with you by mail;
- You also confirm you have the hardware and software required for receiving, accessing and reviewing Documents that we provide to you electronically, and you have an active email account that you can access.
- If you are unable to accept Documents through electronic means now or in the future or if you do not have access to an active email account, the Card will be closed.
- You hereby waive any rights or requirements under any statutes, regulations, rules, ordinances, or other laws in any jurisdiction which require an original signature or delivery or retention of non-electronic records, or to payments or the granting of credits by any means other than electronic means, or delivery of any Document through non-electronic means.