

Account and Cardholder Agreement

Effective as of September 15, 2022

This agreement governs the terms of your Nirvana (“we,” “us,” “our”) master account (“Account”), which includes a deposit account (“Bank Account”) and a Money card account (“Money card”) with a Visa® card . Nirvana Money is a financial technology company, not a bank. Banking services are provided by Coastal Community Bank, Member FDIC, pursuant to a license from Visa U.S.A. Inc. By using your Account, you agree to these terms.

Nirvana Account. Your Account at Nirvana includes two linked accounts – a Bank Account and a Money card – that operate in a combined manner to provide flexibility and convenience to access your cash and credit.

Your Bank Account is a deposit account that includes funds that are deposited and cleared by ACH and direct deposit. Your Bank Account is subject to the terms in the Bank Account Rates and Fees disclosure.

Your Money card is a credit card account. Your Money card is subject to the terms in the Nirvana Money Card Rates and Fees disclosure. Your Credit Line is the maximum amount of credit we have approved for you. We may adjust your Credit Line up or down. Your available credit equals your Credit Line minus any outstanding credit balance. All transactions made with your Money card are posted to the credit card account.

We automatically rebalance your funds between your Bank Account and your Money card at the end of each day.

1. If there is an outstanding credit balance in the Money card, we will use any available balance in your Bank Account to reduce the credit balance.
2. If there is a negative balance in the Bank Account, we will use any available credit in your Money card to reduce the negative balance.

Money Power. The sum of the available funds in your Bank Account plus the available credit in your Credit Line equals your “Money Power.” As you spend using your Money card or by ACH, your Money Power will be reduced. Similarly, as you deposit funds into your Bank Account by ACH or Direct Deposit, your Money Power will increase. If you no longer have available cash in your Money Power, Nirvana will automatically use your Credit Line, which is subject to your APR. Your Credit Line will automatically be paid using any direct deposits or ACH transactions that are deposited into your Account.

A. About Using Your Account and Money Card

Use of Your Account. You may use your Account only for personal use.

Your Responsibility. You are responsible for paying all amounts charged to your Account.

Electronic Account Only. You understand that the Account can only be accessed by electronic means. If at any time you choose that you no longer want to conduct business with Nirvana electronically, we reserve the right to close your Account.

Bank Account Deposits and Withdrawals. You may only deposit and withdraw funds from your Account using the methods made available and deemed acceptable by Nirvana.

Monthly Statements. We will provide you monthly statements that can be accessed by logging in to your Nirvana Account.

ATM Cash Advances. You may use your Nirvana card at an Automated Teller Machine (ATM) to withdraw cash using your Money Power, subject to daily limits. These withdrawals will be treated as a cash advance. If you do not have available funds in your Bank Account at the time of the withdrawal, your cash advance will be subject to the terms, including your APR and Grace Period, found in your Nirvana Card Interest Rates and Fees disclosure. Nirvana partners with the Allpoint® Network to provide you with 55,000 fee-free ATMs. You can find an Allpoint ATM here: <https://www.allpointnetwork.com/locator.html>. If you use an ATM outside of the Allpoint network, you may be charged a fee.

Lost or Stolen Card, or Fraud. You will immediately notify us if your Card is lost or stolen or if you suspect fraud by emailing support@nirvana.money or calling 1-855-224-2779. You will take reasonable steps to prevent fraudulent use of your Account or a lost or stolen card.

Unlawful or Unauthorized Use. You will not use your Account for unlawful purposes or for purposes we deem unauthorized, including gambling or wagering, even if permitted by law. If we suspect a transaction is fraudulent, unlawful, or high risk, we may contact you to confirm the legitimacy of the transaction. If we determine your activity to be unlawful or unauthorized, we may immediately terminate your Account. If your Account is terminated, you will still be responsible to pay for any charges owed on your Account.

B. How We Charge Interest

How We Calculate Interest. We use the “average daily balance (including new transactions)” method to calculate your interest charges. This means that, each billing period, we determine your interest charges by multiplying the average daily balance (which is shown on your monthly statements as the “balance subject to interest rate”) by the daily periodic rate and then

multiplying this amount by the number of days in the billing period. The daily periodic rate equals your APR divided by 365, rounded to the second decimal point.

How to Avoid Interest. You will not be charged interest if you pay your total New Balance in full each month by the Payment Due Date. This is called your grace period. If you don't pay your Account New Balance in full each month by the Payment Due Date, then you'll lose your grace period and you'll pay interest on your transactions from the date they're posted to your Account. You won't have a grace period again until you pay your Account Total New Balance in full by the Payment Due Date for the next billing period.

Limits on Interest, Fees, and Charges. It is not our intent to charge or collect interest in excess of the amount permitted by applicable law. If any interest or charge is determined to be in excess of the permitted amount, we will credit the excess amount back to your Account.

C. About Your Payments

When You Must Pay. Your Nirvana Account automatically applies any deposits into your Account as a payment toward your outstanding balance. If you do not have any deposits into your Account during the Billing Cycle, then you must pay at least your Minimum Payment Due by 5 p.m. Eastern Time on the Payment Due Date as shown on your Account statement. The Payment Due Date will be at least 21 days after the date of your Account statement. If we receive your payment after 5 p.m. Eastern Time on your Payment Due Date, your payment will be deemed late and we may consider you delinquent.

How You Must Pay. You must pay us in U.S. currency in accordance with instructions listed in the Nirvana App or on your Account statement.

How Your Payment Is Applied. Generally, we apply up to your Minimum Payment Due to interest first and then outstanding balances. Anything in excess of your Minimum Payment Due will be applied to balances with the highest APR first.

Prepayment of Your Minimum Payment Due. If you received a deposit or made a payment in the last calendar month that satisfied the previous Billing Period's Minimum Payment Due obligation and also satisfies the current Billing Period's Minimum Payment Due obligation, then you will not have a Minimum Payment Due obligation for current Billing Period.

We encourage you to pay more than your Minimum Payment Due to reduce the interest you will pay.

How We Calculate Your Minimum Payment Due. Your Minimum Payment Due is the greater of (a) \$25 or (b) 2% of the New Balance plus any unpaid interest charges, any amounts over your Credit Line, and any Past Due Amount (rounded up to the nearest dollar).

The Minimum Payment Due will never be more than the New Balance. You are always able to pay above the Minimum Payment Due, including the full balance of your Account. By making a payment in excess of the Minimum Payment Due, you may incur less interest.

D. Additional Information

California Residents. After credit approval, each applicant shall have the right to use this account to the extent of any limit set by the creditor and each applicant may be liable for all amounts extended under this account to any joint applicant.

Married Wisconsin Residents. Your signature confirms that this credit obligation is being incurred in the interest of your marriage or family. If the Card for which you are applying is granted, you will notify Nirvana if you have a spouse who needs to review notification that credit has been extended to you by emailing support@nirvana.money.

Default. If you fail to pay us any required amount or you have exceeded your Credit Line, we may consider your Account in default. We may also consider your Account in default if we feel your credit worthiness or ability to repay has negatively changed, including but not limited to bankruptcy; insolvency; death or incapacitation; government action against you; if we determine that you have made any false, incomplete, or misleading statement to us; or if you breach any other promise or obligation under this Agreement or any other agreement with us or our affiliates. If we deem your Account to be in default, we may terminate your Account and require the outstanding balance to be paid immediately to us.

Suspension/Cancellation. We may suspend or cancel your Account and Card at any time at our sole discretion without giving you notice, subject to applicable law. You will still be required to pay us all outstanding balances on your Account despite any suspension or cancellation.

Credit Report. You authorize us and our affiliates to conduct credit investigations we deem necessary to determine your creditworthiness and to obtain and exchange any information we may receive from consumer reports, consumer reporting agencies, and other sources. We may ask consumer reporting agencies for consumer reports of your credit history. Upon request and as otherwise required by applicable law, we will tell you whether a consumer report was requested and the name and address of the agency that furnished it. We may report information about your account to credit bureaus, including positive payment history, credit balances, on time or late payments, missed payments, or other defaults on your account. This can impact your credit report both positively or negatively based on the status of your Account.

Inaccurate Information. If you believe we have furnished inaccurate or incomplete information about you or your Account to a credit reporting agency, call us at 1-855-224-2779 or by emailing support@nirvana.money with the subject line “Credit Reporting.”

Communications. You agree that we can contact you by using the information provided to us in your application. We may contact you by using, but not limited to automatic telephone dialing systems, text message, email, and other electronic means. We may leave you voicemails or other messages for business, marketing, or collections purposes. Our contact with you will be to provide you information pertaining to your Account in good faith. You will keep your contact information updated by updating your Nirvana online account.

You agree that this consent is valid regardless of whether the number we use to contact you is assigned to any service for which you may be charged for the call, text message(s), or other communications. We may monitor or record any communications you have with us.

You agree that you are not required to provide this consent as a condition to receiving any product or service from us and acknowledge that you have the right to revoke this consent or change or remove any of the telephone numbers or email addresses at any time by contacting us at support@nirvana.money with the subject line “End Communications” or by any other reasonable means.

Assignment. We may assign or transfer Card accounts, including your Account, this Agreement or our rights and obligations under your Account or this Agreement, to our affiliates or to some other financial institution at any time. Subject to applicable law, the person or entity to whom we make any such sale, assignment or transfer is entitled to all our rights under this Agreement, to the extent sold, assigned, or transferred.

Change of Rates, Fees, and Terms. We may also change the rates, fees, credit line, and terms of this Agreement at any time, in accordance with applicable law. We will notify you of changes if we are required to do so by law, and you may be given the opportunity to reject those changes to the extent required by law or otherwise at our discretion. If you choose not to accept those changes, you may terminate this Agreement by notifying us in writing. However, your Account will be closed, and you will remain responsible for all Charges made before you terminate the Agreement.

Voluntary Cancellation. You may voluntarily cancel your Account at any time by following the instructions in the Nirvana App or by emailing support@nirvana.money or calling 1-888-704-2779. You will still be responsible to pay any outstanding balance or charges. If you ask us to cancel your Account, but you continue to use your Account after the date of cancellation, we will consider such use as your request for reinstatement of your Account. We may then reinstate your Account and bill you accordingly.

Severability. If any part of this Agreement conflicts with applicable law, that law will control, and this Agreement will be considered changed to the extent necessary to comply with that law. If any part of this Agreement is determined by a court of valid jurisdiction to be invalid, the remainder of this Agreement will remain in effect.

Jury Trial Waiver. You and us waive any right to trial by jury.

Your Rights Under the Military Lending Act. 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 dependents 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 Card account). To hear the Military Lending Act Information, call 1-888-704-2779.

Privacy of Information. Please refer to our Privacy Notice for information about Nirvana's privacy practices.

Governing Law. This Agreement and your Account are governed by Federal Law and, to the extent state law applies, the law of the State of Washington will apply.