

# Cardholder Agreement

## INTEREST RATES AND INTEREST CHARGES

<b>Annual Percentage Rate (APR) for Purchases</b>	<b>15.99% APR.</b> This annual percentage rate is a fixed rate.
<b>APR for Cash Advances</b>	<b>N/A</b> Cash advances are not available.
<b>Penalty APR and When it Applies</b>	<b>N/A</b> Penalty APRs do not apply.
<b>Paying Interest</b>	Your payment due date will be a minimum of 21 days after the close of each billing cycle with a 10-day grace period before interest or fees apply.  We will not charge you interest on purchases if you pay your entire balance by the due date.
<b>Minimum Interest Charge</b>	There is no minimum interest charge
<b>For Credit Card Tips from the Consumer Financial Protection Bureau</b>	To learn more about factors to consider when applying for or using a credit card, visit the website of the Consumer Financial Protection Bureau at <a href="http://www.consumerfinance.gov/learnmore">http://www.consumerfinance.gov/learnmore</a>

## FEES

<b>Annual Membership Fee</b>	The Quin card is provided as part of Quin membership which has a \$480 annual fee, charged in 12 monthly payments of \$40 starting when you activate your membership. Quin Membership Fees are charged to the Quin Card.  Introductory first year annual fee is \$240, charged in 12 monthly payments of \$20 starting when you activate your membership. Quin Membership Fees are charged to the Quin Card.
<b>Transaction Fees</b> Balance Transfers Cash Advance Foreign Transactions	<b>N/A</b> Balance transfers are not available. <b>N/A</b> Cash advances are not available. <b>No fee</b> – Current Visa currency conversion rates apply
<b>Penalty Fees</b> Returned Payment	<b>\$10</b>

**How We Will Calculate Your Balance:** We use the average daily balance method (including new transactions). See *Calculation of Interest Charges* section below.

**Billing Rights:** Information on your right to dispute transactions and how to exercise those rights are included in the *Your Billing Rights* section below.

**Penalty Fees:** A violation of each type will not exceed \$10. The Return Payment fee will not exceed the related minimum payment that was due. For example, if your minimum payment due was \$8 the fee would not exceed \$8.

**Minimum Payment:** We calculate the minimum payment as 25% of your New Balance at the end of each billing cycle. The New Balance includes the previous balance, minus any credits received plus all posted transactions, fees and interest charges incurred.

**Welcome to your Quin Account!** Take a moment to read and save this important information about your account. This document is an agreement between you (account holder) and Quin, an affiliate of First Fed Bank.

This Agreement incorporates by reference:

- Your Interest Rates and Interest Charges Table (Truth in Lending Disclosures)
- Any changes in terms that may occur from time to time, and
- Any other documents or information provided to you regarding the terms and conditions applicable to your Account, each as may be amended from time to time.

**Please read this Agreement and keep a copy with your Account records. In this Agreement, the words “we,” “us,” and “our” refer to First Fed Bank, “you” and “your” means the person who opened the Account.**

## **I. ADDITIONAL SERVICES AND AGREEMENTS**

You may enroll in additional services to supplement and enhance the use of your Account. These services may have additional terms and conditions governing their use.

You will abide by all terms, conditions, covenants, and agreements applicable to the use of your Account, including, but not limited to, any agreement you may enter into with us and the terms and conditions contained on any sales slips, monthly Billing Statements, and any Card issued to you. Breach of any condition or obligation of this Agreement by you, or by any other user of your Account, shall be a breach by you.

## **II. AGREEMENT TO TERMS**

By applying for an Account, or by maintaining, using or consenting to the use of your Account, you agree to the terms and conditions of this Agreement and that this Agreement will govern your Account, the use of the Cards, and all credit extended under this Agreement. You also understand and agree that the use of your Account, whether by use of a Card or otherwise, will constitute your acceptance of, and will be subject to, this Agreement. You agree to be responsible for all charges incurred according to this Agreement, and that we may amend the Agreement from time to time pursuant to applicable law, including but not limited to amending the rates, fees, finance charges, or any other Account terms.

This Agreement applies whether or not you use your Card or Account, and it will continue to apply even after your Account is closed so long as you have a balance.

### **III. FEES AND CHARGES**

You agree to pay all fees and charges incurred by you under this Agreement, including:

Annual Quin Membership Fee. The annual fee is \$480, charged in 12 monthly payments of \$40 starting when you activate your membership. Quin Membership Fees are charged to the Quin Card.

For the first 12 months of your Quin membership, you will receive an introductory annual fee rate of \$240, charged in 12 monthly payments of \$20 starting when you activate your membership. After the first anniversary of your Quin membership, you will be pay the standard annual fee of \$480, charged in 12 monthly payments of \$40 starting on the anniversary date, and monthly after that. Quin Membership Fees are charged to the Quin Card.

Credit Card Returned Payment Fee. If any payment you make is returned unpaid for any reason, you will be charged a returned payment fee of \$10 for each returned payment. Notwithstanding anything to the contrary in this Section, any returned payment fee charged to your Account will not exceed the amount of the Total Minimum Payment Due immediately prior to the date on which the payment is returned unpaid.

### **IV. AUTHORIZED USERS**

We do not permit additional authorized users on your account.

### **V. Important Definitions**

When used in this Agreement, words of the masculine gender include the feminine and neuter genders and vice versa, where applicable. Words of the singular number shall include the plural number and vice versa, where applicable.

- **Payment Due Date.** Payments are due on the payment due date shown on your monthly billing statement. The billing statement also explains when the payment must reach us in order to be considered received as of that date. Payments received after the required time are credited the next business day.
- **Fixed Annual Percentage Rate (APR).** We use a fixed APR of 15.99%, which means that your rate will not decrease or increase.
- **Account.** “Account” means the credit card account issued by First Fed Bank.
- **Billing Statement.** “Billing Statement” means the statement that we will send to you on a monthly basis, in accordance with the “Billing Statements” section of this Agreement.
- **Business Day.** “Business Day” means every day except Saturdays, Sundays, and federal holidays.
- **Card “Card”** means any credit card(s) or other access device (including an account number) that we have issued for use with the Account.
- **Purchase.** “Purchase” means any purchase of goods or services with the use of a Card or Account number (including, without limit, Purchases made in person, on the Internet, through mail order, or over the telephone).

## **VI. USING YOUR ACCOUNT**

**Your Responsibilities.** If you request a Card, you must sign the Card immediately after you receive it, and you must return the Card to us or destroy it if we ask you to. In addition to your other responsibilities under this Agreement, you also must take reasonable steps to prevent the unauthorized use of your Card and Account.

**Transactions You May Initiate.** Subject to the terms of this Agreement, you may make Purchases. You agree that you will use your Account and Card primarily for transactions that are for personal, family or household purposes. You may not use your Card or Account to make payments on any loan you have from First Fed Bank.

**Potentially Fraudulent Transactions.** We are under no obligation to monitor your Account for attempted fraud. However, if we do monitor your Account, we reserve the right not to authorize a Purchase you attempt if the transaction or other activities in your Account suggest that the transaction might be fraudulent.

**Illegal Transactions.** You understand that you are not allowed to use the Card or Account to make, and you agree that you will not make and you will prevent Authorized Users from making, any transactions that are illegal under any state or federal law,

including without limit illegal gambling activity. You understand and agree that we may decline any transactions that we reasonably believe to be illegal under any state or federal law. Display of the VISA logo at a particular merchant does not mean that the transactions that may be done with that merchant are lawful in all cases or in all jurisdictions. You understand that, in the event we do not decline a transaction that is illegal, you are responsible for repaying us the amount of such transaction plus any applicable interest, fees, and charges.

**Certain Limits on Our Liability.** We can decline a transaction at any time in our discretion. We are not responsible for any losses you may incur if we do not authorize a transaction, and we are not responsible for any losses you incur if anyone else refuses to accept your Card for any reason. We also are not liable for any losses that may result when our services are unavailable due to reasons beyond our control.

## **VII. YOUR GENERAL CREDIT LIMIT**

We will establish the Credit Limit applicable to your Account. This is the combined amount of credit for Purchases that we agree to extend to you. We may increase or decrease this Credit Limit at any time, in our sole discretion. We will tell you your initial Credit Limit when we open your Account. We will notify you of any change in your Credit Limit as may be required by applicable law. Changes to your Credit Limit may take effect before you receive such notice. Your Billing Statement will disclose your Credit Limit, as adjusted from time to time.

Your Billing Statement will also disclose the amount of your Credit Limit that was available on the closing date of your Billing Cycle (your “Available Credit”). Your Available Credit will be the amount of your Credit Limit, minus the sum of (a) your New Balance, plus (b) any Purchases that we have authorized but that have not yet posted to your Account, plus (c) any payments that have not yet cleared as of the closing date of your Billing Cycle.

You agree that you will not exceed your Credit Limit. Without limiting our other rights under this Agreement, including our rights under the “Default” section, you agree that if your Account balance exceeds your Credit Limit at any time, you will immediately pay us for the full amount of the excess.

## **VIII. BILLING STATEMENTS**

We will send you a monthly Billing Statement for each Billing Cycle at the end of which there is a debit or credit balance of \$1.00 or more. Purchases, adjustments, and payments made since the previous billing date will be shown on this Billing Statement.

We will send your Billing Statement to one address only. You are responsible for notifying us if you wish to change the address that should receive your Billing Statement. We may discontinue sending you Billing Statements if we deem your Account to be uncollectible or if we send your Account to an attorney or other third party for collection purposes. Even though you may not receive a Billing Statement in such instances, you understand that periodic interest charges may continue to accrue on your Account.

The total outstanding balance (the amount you owe us) appears as the “New Balance” on your Billing Statement. To determine the New Balance, we begin with the outstanding balance on your Account at the beginning of each Billing Cycle, called the “Previous Balance” on your Billing Statement. We subtract any payments and credits we receive. We then add any Purchases and other charges posted to your Account since the end of the previous Billing Cycle. We then add the appropriate interest charges and fees and make other applicable adjustments.

Electronic statements are sent to the email address on file and available online free of charges anytime. You may request a paper copy of any Billing Statement or transaction receipt at any time. There is a \$10.00 fee for each such request. We will not assess you any fees if you request a Billing Statement or a transaction receipt for a billing error/inquiry that you may assert against us under applicable law.

## **IX. PROMISE TO PAY**

**General.** You promise to repay all Purchases, interest charges, fees, and any and all other charges whatsoever incurred on your Account. You must make a payment every month that your Account reflects a New Balance (which is the entire amount that you owe us). You may pay the New Balance or some lesser amount, but at a minimum must make the Total Minimum Payment Due reflected on your Billing Statement.

**Form of Payment.** You must make payments in U.S. dollars via check, money order or similar instrument, or via automatic debit that is drawn on or honored by a bank located in the United States. Do not send cash.

**Timing of Payment.** Please send your payments to the address that we furnish to you on your Billing Statement. Payments received at this address after 5 pm PST, or on any day or at any time on any non-banking day will be considered as payments made on the following banking day. If we do not receive your payment by the Payment Due Date reflected on your Billing Statement, it will be considered late, and we may assess you (and you agree to pay) a late fee in the amount(s) set forth in your Interest Rates and Interest Charges Table. However, if your Payment Due Date is on a day that we do not receive or accept payments (such as a federal holiday) we will not consider payments

received the following banking day to be late. If you elect to make payments by electronic transfer, including through your Quin online account, payments are considered to be received on the date on which you authorize us to affect the payment, even if you give the instruction authorizing payment in advance of the date on which you authorize to affect the payment. If you authorize us to execute the electronic transfer immediately and your instruction is received before 2pm PST, the payment will be considered received the day on which you authorized the payment. If the instruction is received after 2pm PST, the payment will be considered received on the following day on which you authorized the payment.

**Payment Remittance Instructions.** Please send your payment in with the remittance stub that accompanies your Billing Statement and/or write your Account number on the memo line of your check or other similar form of payment. Payments that do not follow these instructions may cause a delay of up to five (5) days in crediting your Account.

**Payment Processing.** We may accept and process payments without losing any of our rights. Without limiting the foregoing, we can accept late payments, partial payments, or conditional checks or money orders or any checks or money orders marked “payment in full” without losing our rights under this Agreement, including the right to require full payment of all amounts owed under this Agreement. If you pay us with a check or similar instrument that has notations or instructions on or with the check, you agree that (a) we may disregard such notations or instructions and (b) we may credit any payment we receive to your Account, and our crediting of that payment will not mean that we have agreed to such notations or instructions on or with that payment. We may delay the availability of credit until we confirm that your payment has cleared. This may happen even if we credit your payment to your Account. We also may resubmit any collected returned payments electronically. If necessary, we also may adjust your Account to correct errors, process returned and reversed payments, and handle similar issues.

**Payment Amount.** If the “New Balance” shown on your monthly Billing Statement is less than \$25, your Total Minimum Payment Due will be the New Balance. If the New Balance is \$25 or more, and unless we have suspended or terminated your right to use or access your Account, your Total Minimum Payment Due will be equal to the greater of (a) \$25 or (b) the sum of 25% of the New Balance, plus any amount that is past-due. This sum will be rounded up to the nearest dollar. You may voluntarily elect to make payments at amounts that exceed the Total Minimum Payment Due. For example, if you elect to enroll in automatic electronic payments, you must elect to pay either (1) the New Balance shown on your monthly Billing Statement at the time payment is debited or (2) a fixed dollar amount that you preauthorize when you enroll for

automatic electronic payments that exceeds the Total Minimum Payment Due as calculated in accordance with this paragraph.

**How We Apply Your Payments.** We generally apply payments, up to your Minimum Payment Due, first to interest and fees, then to the balance with the highest APR, and then to balances with lower APRs (down to 0% APR). We apply any part of your payment exceeding your Minimum Payment to the balance with the highest APR, and then to balances with lower APRs.

## **X. CALCULATION OF INTEREST CHARGES**

The Annual Periodic Rate for Purchases is a fixed rate of 15.99%. Quin reserves the right to change the interest rate but will provide at least 45 days' notice of any change in the interest rate.

**Balance Subject to Interest Rate.** We use a method called 'average daily balance method (including current transactions) to calculate interest charges. Interest charges on Purchases are calculated by applying the annual periodic rate to the average daily balance of Purchases (including new Purchases) for each billing cycle. To calculate the average daily balance of Purchases, we take the beginning balance of your account each day, add any new Purchases, and subtract any applicable fees, unpaid interest, payments, and credits. This gives us the daily balance. We treat any daily balance that is a credit balance as a daily balance of zero. We add up all the daily balances for the billing cycle and divide by the number of days in the billing cycle to determine average daily balance.

**How to Avoid Paying Interest on New Purchases.** If you pay the New Balance on your prior monthly billing statement by the due date shown on that billing statement, or within 10 days after your due date (grace period), we will not impose any interest charges on new Purchases, or any portion of a new Purchase. New Purchases are Purchases that first appear on your current billing statement.

## **XI. TRANSACTIONS IN FOREIGN CURRENCIES**

You may choose to use your Card to make a Purchase in a foreign country (an "International Transaction") unless, for legal or security reasons, we do not permit use of your Card in that country. If your International Transaction is in a currency other than U.S. dollars, the transaction will be converted into a U.S. dollar amount by Visa, using the procedures established by Visa, based on the exchange rate in effect at the time the transaction is processed. The exchange rate between the transaction currency and the billing currency used for processing International Transactions is a rate selected by Visa from the range of rates available in wholesale currency markets



for the applicable central processing date, which may vary from the rate Visa itself receives, or a government-mandated rate in effect for the applicable central processing date, in each instance. We may monitor your accounts for signs of potential fraud, which could include the use of your Card in a manner that is out of the ordinary. If you are planning on using your Card in a foreign country (for example, if you are traveling abroad) please let us know in advance. Even if you notify us, however, it is possible that your International Transactions may be delayed or declined.

## **XII. LOST/STOLEN CARDS/LIABILITY FOR UNAUTHORIZED USE**

You agree to promptly notify us if you believe that your Card has been lost or stolen or that someone has used or may use your Card without your permission. You may report a lost or stolen card through the Quin mobile application. Alternatively, you may call toll free at 800.714.1242. To assist in our efforts to minimize unauthorized use and fraud, please regularly check your monthly statements for transaction accuracy and report any actual or suspected unauthorized use as soon as possible to the applicable telephone number or by using the “Contact Us” feature on your mobile application.

Your liability for unauthorized transactions will not exceed the lesser of \$50 or the amount of money, property, labor, or services obtained by the unauthorized use of your Card before notifying us. In conducting our investigation, we may ask for your cooperation to assist in determining the facts, circumstances and other pertinent information related to any loss, theft, or possible unauthorized use of your Card. We will not automatically deny a claim based solely on your failure or refusal to comply with a particular request, including providing an affidavit or filing a police report.

Subject to applicable law, you acknowledge and agree that we may terminate our investigation if we have no knowledge of facts confirming the unauthorized use of your Card. In such circumstances, you will be liable for the amount of any transactions plus interest charges and fees incurred.

## **XIII. DEFAULT**

You will be in “Default” if:

- a. You fail to make the Total Minimum Payment Due on your Account on or before the Payment Due Date for that payment reflected on your Billing Statement; or
- b. The prospect of payment or performance is significantly impaired, such as, but not limited to, if you file bankruptcy, you die or are found to be legally incapacitated, or we discover a misstatement of a material fact in any document you execute which forms part of the basis for extending credit to you.

If you are in Default, we may, at our option, do all or any of the following:

- declare all amounts you owe us to be immediately due and payable,
- terminate or suspend your Account privileges,
- reduce your Credit Limit, and/or
- require the return or destruction of all Cards.

In addition, if your Account is in Default, unless prohibited by applicable law, you agree to pay all court and collection costs we actually incur in the collection of amounts you owe us under this Agreement and, in the event we refer your Account to an attorney who is not our salaried employee, you agree to pay the attorney's charges in a reasonable amount.

#### **XIV. NO THIRD-PARTY WARRANTIES**

We are not responsible for refusal by any merchant, financial institution, or automated equipment to honor or accept your Card, and we have no responsibility for merchandise or services obtained by you with your Card except as provided in the section of this Agreement titled "Your Billing Rights." You agree to use your best efforts to resolve any dispute concerning merchandise or services with the merchant concerned. If we permit you to write checks on your Account, we are not responsible for refusal by any merchant to honor or accept such checks, and we have no responsibility for merchandise or services obtained by you with such checks. In addition, we will not be liable to you for any harm or damages you suffer as a result of our failure to honor any check you write on your Account.

#### **XV. CARDS**

Your Card is issued digitally in the Quin app with an expiration date. We have the right not to renew your Card or Account. You can request a physical card by calling 800.714.1242. If we have not terminated your Account or exercised our right not to renew your Account, we will send you a new Card prior to when your Card expires.

#### **XVI. NO WAIVER OF RIGHTS**

We may delay in enforcing our rights under this Agreement without losing those rights or any other rights. We may waive enforcement of our rights in one or more instances without waiving those rights or any other rights in other instances.

#### **XVII. TELEPHONE AND EMAIL COMMUNICATIONS WITH YOU**

In order to ensure a high quality of service for our customers, and to provide continuing training for our contractors and employees, you agree that we may monitor and/or record our telephone calls with you. Also, to the extent not prohibited by applicable law, you agree that we may communicate with you at (a) any telephone number or email address that you provided in your application for the Account or (b) any telephone number or email address that you may provide to us in the future. You also agree that, to the extent not prohibited by applicable law, we may communicate with you at these telephone numbers using any means of communication technology, including (but not limited to) automatic telephone dialing systems, artificial or pre-recorded voice messages. Additionally, if any of the numbers that you provide to us either at application or thereafter is a cell phone number you understand and agree that we may also contact you at that number through the use of text messages or email directed to your cell phone service. You understand and agree that we may contact you at your cell phone number using one or more of these communication technologies (or others that may be developed in the future) even if you will incur costs to receive such messages, text messages or emails.

### **XVIII. ASSIGNMENTS/TRANSFERS**

Your rights under this Agreement may not be transferred by operation of law or otherwise. However, your obligations under this Agreement shall be binding upon your estate or personal representatives. We may sell your Account and/or assign or transfer this Agreement and our related rights and obligations, in whole or in part, without prior notice to you and without your consent.

### **XIX. CLOSING OR SUSPENDING YOUR ACCOUNT**

You may close your Account at any time by notifying us at [support@helloquin.com](mailto:support@helloquin.com), or by calling 800.714.1242 or writing to Quin, 228 Park Ave S, PMB 34948 New York, NY 10003-1502. We will immediately cancel your Account after we receive notice from you. You agree that we are not responsible for any costs, damages, or inconvenience you may suffer as a result of our cancelling your Account.

In addition, even if you are not in Default, we may:

- close your Account,
- cancel or suspend your privileges to make Purchases
- otherwise cancel or suspend any Account privileges or benefits (whether or not such privileges or benefits are described or referred to in this Agreement). We may do so for any reason, including Account inactivity, in our sole discretion. We will provide you with notice of any such action if required to do so by applicable law.

If either you or we close your Account, you may not make further Purchases. However, you will remain responsible and must pay for all credit owed to us (extended to you or arising from use of your Account prior to or subsequent to cancellation).

## **XX. CHANGING THE TERMS OF YOUR ACCOUNT**

We may amend the terms of this Agreement, including the amount of any Account fees, from time to time in our sole discretion. Depending on the nature of the change, the amendment to this Agreement may, on or after the date on which it becomes effective, apply to all of your then-outstanding unpaid indebtedness to us under your Account. If required by applicable law, we will (a) send notice of the changes to you at the address shown on our records for you and (b) give you the right to opt out of the change. If you have the right to opt out and choose to opt out of the change you will be unable to initiate any further transactions on the Account and you will be required to repay the amount that you owe us under the terms and conditions of the then-existing Agreement.

## **XXI. GOVERNING LAW**

You understand and agree that (a) this Agreement is subject to applicable federal laws and, to the extent not preempted by federal law, the laws of the Washington State, and (b) your Account was opened or will be continued after approval by us in the Washington State. If any provision of this Agreement is in conflict with applicable law, that provision shall be considered modified to the extent necessary to comply with such law.

## **XXII. OBTAINING CREDIT INFORMATION**

You authorize us to make or have made any credit, employment, or other investigative inquiries we deemed appropriate (including, without limit, obtaining a consumer report), including when renewing, updating, or collecting on your Account. Upon your request, we will tell you whether we obtained a consumer report and the names and addresses of any consumer-reporting agencies that provided such reports.

## **XXIII. DISCLOSURE OF INFORMATION TO THIRD PARTIES**

We provide a copy of the Quin privacy notice at the time your Account is established. Should you have any questions, concerns or wish to request an additional copy, please visit our website at [www.helloquin.com/privacy](http://www.helloquin.com/privacy) or contact us at [support@helloquin.com](mailto:support@helloquin.com) or write to us at Quin, 228 Park Ave S, PMB 34948 New York, NY 10003-1502.

#### **XXIV. FURNISHING INFORMATION TO CONSUMER REPORTING AGENCIES**

We may report information about your Account to consumer reporting agencies (credit bureaus). Late payments, missed payments, or other defaults on your Account may be reflected in your credit report. If you believe that we have furnished any inaccurate information relating to your Account to any consumer reporting agency, you may notify us at the following address Quin/First Fed Bank PO Box 1335 Port Angeles, WA 98362. To help us respond to your notification, you must include your Account number, Social Security number, the name of the consumer-reporting agency reflecting the inaccurate information, and an explanation of why you believe the information is inaccurate. You understand that you may also contact the appropriate consumer reporting agency directly at the following address and toll-free number:

Equifax, P.O. Box 740241, Atlanta, GA 30374, 1.800.685.1111;  
Trans Union, P.O. Box 1000, Chester, PA 19022, 1.800.916.8800; or  
Experian, P.O. Box 2002, Allen, TX 75013, 1.888.397.3742.

YOU ARE HEREBY NOTIFIED THAT A NEGATIVE CREDIT REPORT REFLECTING YOUR CREDIT HISTORY WITH US MAY BE SUBMITTED TO A CREDIT-REPORTING AGENCY IF YOU FAIL TO FULFILL THE TERMS OF YOUR CREDIT OBLIGATIONS. LATE PAYMENTS, MISSED PAYMENTS, OR OTHER DEFAULTS ON YOUR ACCOUNT MAY BE REFLECTED IN YOUR CREDIT REPORT.

#### **XXV. MILITARY ANNUAL PERCENTAGE RATE 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 this same disclosure, and a description of your payment obligation, please call 1-844-731-2610.

#### **XXVI. FORCE MAJEURE**

Unless otherwise required by applicable law, we are not responsible and will not incur liability to you for any failure, error, malfunction, or any delay in carrying out obligations under this Agreement if such failure, error, or delay results from causes

that are beyond our reasonable control (including, but not limited to inclement weather, fire, flood, acts of war or terrorism, and earthquakes).

## **XXVII. ARBITRATION**

IF YOU ARE A MILITARY LENDING ACT “COVERED BORROWER,” AS THAT TERM IS DEFINED BY 32 C.F.R. § 232.3(G), THIS ARBITRATION SECTION DOES NOT APPLY TO YOU.

The following arbitration provisions apply to disputes that may arise under this Agreement.

- AT ANY TIME EITHER YOU OR WE MAY CHOOSE TO HAVE ANY DISPUTE BETWEEN US DECIDED BY ARBITRATION. NEITHER YOU NOR WE ARE REQUIRED TO ARBITRATE CLAIMS, BUT IF EITHER OF US CHOOSES TO HAVE A DISPUTE DECIDED BY ARBITRATION, ARBITRATION WILL BE MANDATORY FOR BOTH PARTIES.
- IN ARBITRATION, YOU AND WE EACH GIVE UP OUR RIGHT TO A COURT OR JURY TRIAL.
- IN ARBITRATION, YOU GIVE UP YOUR RIGHT TO ACT AS A CLASS REPRESENTATIVE OR A CLASS MEMBER ON ANY CLASS CLAIM YOU MAY HAVE AGAINST US. THIS INCLUDES ANY RIGHT TO CLASS ARBITRATION OR ANY CONSOLIDATION OF INDIVIDUAL ARBITRATIONS.
- THE INFORMATION PARTIES MAY OBTAIN IN DISCOVERY FROM EACH OTHER IN ARBITRATION IS GENERALLY MORE LIMITED THAN IN A LAWSUIT.
- OTHER RIGHTS AVAILABLE IN A COURT MAY NOT BE AVAILABLE IN ARBITRATION.
- RIGHTS TO APPEAL OR CHANGE AN ARBITRATION AWARD IN COURT ARE VERY LIMITED.

A “dispute” is any claim or dispute, in contract, tort or otherwise, arising between you and us. “Dispute” includes disputes that arise from or relate to this Agreement, or relationships that result from this Agreement (including relationships with third parties who do not sign this Agreement).

“Dispute” includes claims or disputes arising before, during and after the transactions evidenced by this Agreement. “Dispute” includes disputes unrelated to this Agreement. “Dispute” shall have the broadest possible meaning.

“We,” “us,” “our” and “third party” include Quin and any assignees of Quin’s rights or obligations under this Agreement, including all affiliates, parents, and subsidiaries of these parties and all their employees, agents, or assigns.

When you, a third party, or we request arbitration, the dispute will be resolved by neutral, binding arbitration under the Federal Arbitration Act and not by a court. Any dispute is to be arbitrated on an individual basis and not as a class action. You expressly waive your right to arbitrate a class action, including your right to class relief in arbitration. This is referred to below as “the Class Action Waiver”. You may choose the American Arbitration Association (800.778.7879, [www.adr.org](http://www.adr.org)) or, with our approval, any other arbitration organization as the administrator.

The administrator will apply its relevant current rules. You may obtain a copy of the rules or additional information about arbitration by contacting the applicable arbitration organization or visiting its website. If you elect to arbitrate, you agree to notify us of your election in writing and to initiate arbitration in the manner set forth in the arbitration organization’s rules. The arbitration hearing shall be conducted in the federal district where you reside. The arbitrator shall be an attorney or retired judge and must be selected according to the rules of the applicable arbitration organization. The arbitrator shall apply governing law. The arbitrator shall award damages or other relief permitted by applicable law. The arbitrator shall prepare a written decision stating reasoned findings of fact and conclusions of law.

When you request arbitration, you agree to pay a filing fee not to exceed the amount it would cost to file a lawsuit in small claims court. We will pay the rest of the filing fee, and the whole filing fee when we request arbitration first or when the arbitrator determines that applicable law or the rules of the arbitration organization require us to do so.

We will pay the arbitration costs and fees for the first day of arbitration, up to a maximum of eight hours. We will pay or advance any additional fees and charges that the arbitrator determines we must pay or advance in order to assure that this arbitration clause is enforceable. The arbitrator shall decide who shall pay any additional costs and fees, and, if we advance any fees or charges, shall decide who must finally pay those advanced amounts.

The arbitrator’s award shall be final and binding on all parties, except that the losing party may request new arbitration under the rules of the arbitration organization by a three-arbitrator panel. Unless prohibited by law, the appealing party shall pay all costs imposed by the administrators upon both parties on appeal, unless the arbitrator decides otherwise.

Neither you nor we waive the right to arbitrate by exercising self-help remedies, filing suit, or seeking or obtaining provisional remedies from a court. You and we retain the right to seek remedies in small claims court for disputes or claims within that court’s

jurisdiction, unless such action is transferred, removed, or appealed to a different court. A party may enter judgment on the award in any court of jurisdiction.

You acknowledge that the transaction(s) between you and us involve interstate commerce. The Federal Arbitration Act shall govern this arbitration clause and any arbitration under this arbitration clause. If you do not want this arbitration clause to apply to this transaction, you may send us a written notice to that effect, return receipt requested, within 10 business days after you first accept this Agreement:

Quin/First Fed Bank  
c/o Compliance Department  
PO Box 1335  
Port Angeles, WA 98362

If a court or arbitrator limits or voids the Class Action Waiver, this entire arbitration clause (except for this sentence) shall be null and void. If any part of this arbitration clause other than the Class Action Waiver is deemed or found unenforceable for any reason, the rest of the arbitration clause remains enforceable. This arbitration clause survives payment in full of the obligations incurred under this Agreement and survives discharge in bankruptcy.

## **XXVIII. YOUR BILLING RIGHTS**

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 Billing Statement, you may contact us at 800.714.1242, email us at [support@helloquin.com](mailto:support@helloquin.com) or write to us at:

Quin

228 Park Ave S  
PMB 34948  
New York, NY 10003-1502

In your letter, give us the following information:

- Account Information: Your name and account number.
- Dollar Amount: The dollar amount of the suspected error.



- Description of Problem: If you think there is an error on your Billing Statement, describe what you believe is wrong and why you believe it is a mistake.

You Must Contact Us:

- Within 60 days after the error appeared on your statement.
- At least 3 Business Days before an 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. 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 Billing Statement is correct.

While we investigate whether or not there has been an error:

- We cannot try to collect the amount in question or report you as delinquent on that amount.
- The charge in question may remain on your statement, and we may continue to charge you interest on that amount.
- While you do not have to pay the amount in question, you are responsible for the remainder of your balance; 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 Billing Statement is wrong, you must write to us within 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 Billing Statement. 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 Billing Statement is correct.

### ***Your Rights If You Are Dissatisfied with Your Credit Card Purchases***

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

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

1. The purchase must have been made in your home State or within 100 miles of your current mailing address, and the purchase price must have been more than \$50. (Note: 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.)
2. You must have used your credit card for the purchase. Purchases made with cash advances from an ATM or with a check that accesses your credit card account do not qualify.
3. 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 in writing at:

Quin  
228 Park Ave S  
PMB 34948  
New York, NY 10003-1502

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.

## Quin Rewards and Benefits

You will be eligible to apply for Lifestyle Protection benefits if you have paid your membership fee of \$40 a month for all months of your membership with Quin. You will receive a statement credit equal to the **New Balance** of your account up to a maximum of \$1,000 a month of Lifestyle Protection Credits for up to 3 months for a maximum total of \$3,000 in a 12-month period. Statement Credit(s) up to \$1,000 are based on purchases made during the month and will be credited to your account by the end of your billing cycle. You may see multiple credits and will credits will appear as Quin Lifestyle Protection Credit on your monthly statement.

### Lifestyle Protection

**How does Lifestyle Protection work?** Lifestyle Protection can be redeemed after 3 consecutive months of active Quin membership upon a verified involuntary unemployment event. Lifestyle Protection Credits will be based upon the lesser of your credit card balance or \$1,000. This amount will be credited to your Quin account to be accessed by your Quin card. If your Quin membership remains active and in good standing, your Lifestyle Protection Credits will never expire.

#### **Calculation of Lifestyle Protection Credit Example:**

You will not be able to redeem your Lifestyle Protection during Months 1-3.

If you redeem/activate your Lifestyle Protection at the start of Month 4, and the New Balance on your statement is \$800, you will receive a statement credit the next billing cycle in the amount of \$800, if you are still involuntarily unemployed for a second consecutive month, and the New Balance on your statement is \$250, you will receive a statement credit of \$250, if for a third month you are still involuntarily unemployed, and the New Balance on your statement is \$1,000, you will receive \$1,000 in statement credits the next billing cycle.

To receive the full \$1,000 available credits, either your Purchases or the New Balance on your statement must equal or exceed \$1,000

For a full description of the Lifestyle Protection benefits and

restrictions, please refer to the Lifestyle Protection Terms and Conditions.-

### **Cash Back Rewards**

**How You Earn Cash Back Rewards** Earn 2% cash back (equal to \$0.02 for every \$1), when you pay the balance of Net Purchases in any spend category, up to the first \$1,000 of payments each billing cycle. There will be no cash back earned on payments thereafter. Cashback is not earned at the time of purchase; cashback is earned at the point payment towards the balance of the card. “Net Purchases” means purchases minus returns, credits, and adjustments. Fees, interest charges, fraudulent transactions and certain other charges are not considered purchases and will not earn cash back rewards. Cash Back will be automatically credited to your account by the end of the next billing cycle for the payments made in the previous month and will appear as a Cash Back Reward on your statement. Cash Back Rewards will not be earned on Lifestyle Protection Payments.

**How do you redeem Cash Back Rewards?** Your cash back reward is automatically redeemed in the form of a statement credit which are credited to your account each billing cycle.

### **Roadside Dispatch**

This is a pay-per-use roadside assistance program; available 24x7; Roadside dispatch will ask for cardholder’s location, what the problem is and will remain on the phone while arranging a dispatch to a reliable tow operator or locksmith – cost to cardholder is a pre-negotiated set rate for standard service.

### **Visa Traditional Rewards Benefits**

**ID Navigator powered by Norton LifeLock** Helps keep eligible Visa cardholders informed about potential threats to their identity, No one can prevent all identity theft, so should the unexpected happen, a dedicated U.S. Based Identity Restoration Specialist will help by providing guidance and next steps so they can act quickly.