

## CREDIT CARD AGREEMENT FOR BEST EGG VISA® ACCOUNTS DISCLOSURE SUMMARY

There are two parts to this Credit Card Agreement: The Best Egg Disclosure Summary and the Best Egg Cardmember Agreement. The Disclosure Summary shows a table of applicable rates and fees as of November 1, 2021. The Cardmember Agreement contains important information related to Visa consumer credit cards issued by Best Egg. All terms, including fees and APRs for new transactions, are not guaranteed and may change in accordance with the Cardmember Agreement and applicable law based on information in your credit report, market conditions, business strategies, or for any other reason. Please review these terms so you are fully informed about this credit card offer.

INTEREST RATES AND INTEREST CHARGES	
<b>Annual Percentage Rate (APR) for Purchases</b>	<b>14.99%</b> This is a variable APR based on the Prime Rate + 11.74%.
<b>APR for Cash Advances</b>	<b>14.99%</b> This is a variable APR based on the Prime Rate + 11.74%.
<b>How to Avoid Paying Interest on Purchases</b>	Your due date is at least 25 days after the close of each billing cycle. We will not charge you any interest on purchases if you pay your entire balance by the due date each month. We will begin charging interest on cash advances on the transaction date.
<b>Minimum Interest Charge</b>	If you are charged interest, the charge will be no less than <b>\$0.50</b> .
<b>For Credit Card Tips from the Consumer Financial Protection Bureau</b>	<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></b>

FEES	
<b>Annual Membership Fee</b>	<b>\$0</b>
<b>Application Fee</b>	<b>\$0</b>
<b>Transaction Fees</b>	
<ul style="list-style-type: none"> <li>Balance Transfers</li> <li>Foreign Transaction</li> <li>Cash Advance</li> </ul>	<b>\$0</b> <b>\$0</b> Either <b>\$10</b> or <b>5%</b> of the amount of each cash advance, whichever is greater.
<b>Penalty Fees</b>	
<ul style="list-style-type: none"> <li>Overlimit</li> <li>Late Payment</li> <li>Returned Payment</li> </ul>	<b>\$0</b> Up to <b>\$39</b> . Up to <b>\$39</b> .

**How we calculate your balance:** We use a method called Average Daily Balance (including new purchases), as more fully explained in the Interest Charges section of your Cardmember Agreement.

**Cash Advance:** 5% of the cash advance transaction (including fees charged by the ATM operator, if any), with a minimum of \$10. We will add this fee to the Cash Advance balance. We will begin charging interest on cash advances on the transaction date.

**Penalty Fees:** Up to \$39. A single violation of each type will not exceed \$29. However, if another violation of the same type occurs within the next six billing cycles, we will charge \$39. The Late Payment and Return Payment fees will not exceed the related minimum payment that was due.

**Minimum Payment:** We will calculate the minimum payment as: (1) any past due amounts; PLUS (2) the larger of: (a) \$29 (or total amount you owe if less than \$29); or (b) the sum of: (i) 1% of the new balance, PLUS (ii) any periodic interest charges and late fees we have billed you on the statement for which your minimum payment is calculated.

**Variable Rates:** Variable APRs may increase or decrease each month if the Prime Rate changes. We calculate variable APRs by adding a Margin to the Prime Rate index. Any new rate will be applied as of the first day of your billing cycle during which the Prime Rate has changed. If the APR increases, you will pay a higher interest charge and may pay a higher minimum payment. The Prime Rate is simply a reference index and is not the lowest interest rate available.

**Billing Rights:** Information on your right to dispute transactions and how to exercise those rights is provided in your Cardmember Agreement.

## TERMS & CONDITIONS

You have read the accompanying application, and you affirm that everything you have stated is true and complete. You are of legal age to enter into a contract in the state in which you reside. Currently Best Egg Credit Cards are not available in the following locations: WV, IA, VT, and Washington, D.C. You authorize FB&T/Best Egg Credit Card (hereinafter “we”, “us” or “our”) to obtain your credit report(s), employment history and any other information in order to approve or decline this application, service your account, and manage our relationship with you. Upon request, we will tell you the name and address of any consumer reporting agency that provided such report(s) to us. You authorize us to share with others, in accordance with our privacy notice, such information and our credit experience with you. In addition, you may, as a customer, later indicate a preference to exempt your account from some of the information-sharing with other companies (“opt-out”). If you accept or use an account, you do so subject to the terms of this application, this Disclosure Summary, and the Cardmember Agreement, as it may be amended; you also agree to pay all charges incurred under such terms. Any changes you make to the terms of this application will have no effect. You accept that on a periodic basis your account may be considered for an automatic upgrade at our discretion. You consent to and authorize us, any of our affiliates, or our marketing associates to monitor and/or record any of your phone conversations with any of our representatives. You further consent to our use of automatic dialers, text, or prerecorded messages for servicing your account even if the telephone number is a mobile telephone number for which the called party is charged. If additional development is necessary based on the application information provided, we will make every attempt to contact you.

The information in this offer is accurate as of November 1, 2021 and is subject to change without notice.

## PRESCREEN & OPT-OUT NOTICE

This “prescreened” offer of credit is based on information in your credit report indicating that you meet certain criteria. This offer is not guaranteed if you do not meet our criteria. If you do not want to receive prescreen offers of credit from this and other companies, call the consumer reporting agencies toll-free at 888-5-OPTOUT (888-567-8688) or write to any of the following reporting agencies: Experian Opt Out, P.O. Box 919, Allen, TX 75013; Equifax, Inc. Options, P.O. Box 740123, Atlanta, GA 30374-0123; or Transunion, P.O. Box 505, Woodlyn, PA 19094.

## BEST EGG VISA CARDMEMBER AGREEMENT

## THIS INFORMATION IS ACCURATE AS OF NOVEMBER 1, 2021

This credit card program is issued and administered by First Bank & Trust. Visa is a registered trademark of Visa International Service Association and is used by the issuer pursuant to a license from Visa U.S.A. Inc. Best Egg Credit Card™ is a pending trademark of Marlette Technologies, LLC. This Cardmember Agreement contains important information related to the Best Egg Credit Card issued by FB&T and serviced by Best Egg<sup>®</sup>. Best Egg is a registered trademark of Marlette Funding, LLC and refers collectively to Marlette Funding, LLC, its affiliates and the Best Egg Credit Card, as appropriate.

This Cardmember Agreement contains important information related to the Best Egg Credit Card issued by FB&T and serviced by Best Egg.

### **ACCEPTANCE OF AGREEMENT**

This Cardmember Agreement (**Agreement**), along with the Disclosure Summary enclosed with your credit card, constitutes a contract between you, the cardmember, and Best Egg. Please review it carefully and keep it for your records. If you have any questions, please call us using the number on the back of your card. This Agreement takes effect once you or an Authorized User use your Card. Even if you do not use your Card, this Agreement will take effect unless you contact us to cancel your Account within 30 days after we sent you this Agreement. You may still reject this Agreement if you have not yet used your Card or made a payment on the Account after receiving a billing statement. If you do reject this Agreement, you are not responsible for any fees or charges. You may also reject the "Arbitration Agreement" as explained in that section. If any fee in the Disclosure Summary is marked "None," the section of this Agreement that relates to that fee does not apply. To help prevent unauthorized use of your Card, please sign the back of your Card.

In this Agreement, **you** and **your** refer to each person who has applied for the Account and any other person who has agreed to be responsible for the Account. **We**, **us** and **our** refer to FB&T, Best Egg, and their collective agents, successors or assigns and service providers. **Card** refers to each Visa<sup>®</sup> Card that is issued by us on your Account.

**Amendments:** **We reserve the right to amend this Agreement at any time**, subject to applicable law. We have the right to add, modify or delete any benefit, service, or feature of your Account at our discretion. We may do this in response to the business, legal or competitive environment. This written Agreement is a final expression of the agreement governing the Account. The written Agreement may not be contradicted by any alleged oral agreement. We may add new terms or delete terms. If required by law, we will give you advance written notice of the change(s) and a right to reject the change(s). We will not charge any fee or interest charge prohibited by law.

### **USING YOUR ACCOUNT**

**Promise to Pay:** You promise to pay all charges, including charges you make, even if you do not present your Card or sign for the transaction, charges that other people make if you let them use your Account, and charges that Additional Cardmembers make or permit others to make.

**Permitted Uses:** You may use this Account for personal, family or household purposes. You may not use your account for business, commercial or illegal purposes, such as Internet gambling. You must pay us for any damages and/or expenses resulting from that use. In addition, we may also close your Account.

**Authorized Users:** You may request additional Cards for Authorized Users. You are responsible for any use of your Account by an Authorized User or anyone else that you permit to use your Account. You must notify us if you wish to cancel the authority of an Authorized User to use your Account. If we remove an

Authorized User, in some cases we may close your Account, open a new Account, and issue you a new Card.

**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.

**Credit Limit:** We assign a credit limit to your Account; we may refer to credit limit as credit access line or credit line. Part of this credit limit may be available for Cash Advances, and there may be a limit on the amount of Cash Advances you can take in each period. You are responsible for balances on your Account up to the amount of your credit limit, subject to your Available Credit. You may use your Account to make Cash Advances up to the amount of your Cash Access Limit. Your Cash Access Limit is the portion of your overall Credit Limit which we make available from time to time for Cash Advances. Your Credit Limit and Cash Advance Limit are provided to you with your Card and on every monthly statement. We may cancel, change, or restrict your credit availability at any time. Each transaction is considered for approval on an individual basis, including those above the credit limit. We may not authorize a transaction for security or other reasons. We will not be liable to you if we decline to authorize a transaction or if anyone refuses your Card or Account number.

## **MAKING PAYMENTS**

**Payment Instructions:** You must follow the payment instructions on your billing statement. Please make payments in U.S. dollars with a check, money order, or electronic payment drawn on funds on deposit in the U.S. You must pay us for all amounts due on your Account. This includes charges made by Authorized Users. If you make your payment in accordance with the instructions on your billing statement by the date and time payments are due, we will credit your payment to your Account as of the same day we receive it, as long as we receive it by the time disclosed in your billing statement. Payments received after the required time will be credited on the next business day. If your payment does not meet the requirements set forth in your billing statement, there may be a delay in processing and crediting your Account. This may result in late fees and additional interest charges. If we process a late payment, a partial payment or a payment marked with any restrictive language that will have no effect on our rights and will not change this Agreement. We may refuse to accept a payment in a foreign currency. If we do accept it, we will charge your Account our cost to convert it to U.S. dollars. You may not use a postdated check to make a payment. If you do postdate a payment check, we may elect to honor it upon presentment or return it uncredited to the person that presented it, without in either case waiting for the date shown on the check. We are not liable to you for any loss or expense arising out of the action we elect to take.

**Minimum Payment:** You agree to pay at least the Minimum Payment when due. We will calculate your Minimum Payment based on the method described in the Disclosure Summary. The Minimum Payment will appear on your monthly statement and may include any past due amounts. The Minimum Payment Due may also include amounts by which you exceed your Account credit line. It will never exceed the New Balance.

**Payment Allocation:** We apply payments to balances as they appear on your monthly statement before being applied to new transactions. An example of a new transaction is a recent purchase you made that has not yet been included in the New Balance as shown on your statement. If your account has balances with different interest rates, we will allocate your payment equal to the Minimum Payment Due. After the Minimum Payment Due has been paid, we will apply your payments first to any balance subject to the highest interest rate, then to balances subject to lower interest rates. If you do not pay your balance in full each month, you may not be able to avoid interest charges on new purchases.

**Credit Balance:** You may request a refund of any credit balance. If you do not request a refund, we will apply any credit balance to new charges on your Account. If a credit balance remains on your account for 6 months and the amount is \$1 or more, we will automatically refund it to you.

**Miscellaneous Fees:** You may be charged for the expedited mailing or replacement of your Card. These fees will be disclosed to you at the time of the request.

**Foreign Transactions:** Any transaction (1) made in a foreign currency, or (2) made in U.S. dollars if the transaction is made or processed outside of the United States. Foreign Transactions include, for example, online transactions made in the U.S., but with a merchant who processes the transaction in a foreign country. If a transaction is in a foreign currency, Visa International will convert the transaction into U.S. dollars using their own currency conversion procedures, and then will send us the transaction amount. The exchange rate will be determined using either the range of rates available in the wholesale currency markets for the processing date (which may be different from the rate the card association receives) or a government-mandated rate in effect on that date. The exchange rate used by Visa may differ from the rate on the date of your transaction. In the case of returned or exchanged merchandise that was purchased in a foreign currency, the exchange rate is determined on the date of the return.

## **INTEREST CHARGES**

**How We Calculate Average Daily Balance (including new transactions):** We calculate interest charges each billing period by applying the periodic rate(s) to the “average daily balance(s)” for your Account. To get the average daily balance for your Account, we take the sum of the beginning balances for each Transaction Category (standard Purchases, standard Cash Advances, and different promotional balances), less any payments or credits, plus any new transactions. The daily balances for each Transaction Category are then added together to determine the aggregate, or sum for the cycle. The aggregate is then divided by the number of days in the billing cycle to determine the average daily balance (ADB).

**How We Calculate Total Interest Charges:** Each daily balance may have a different APR. Certain categories of Transactions in a daily balance may have multiple APRs. We multiply the daily balance for each Transaction Category by its daily periodic rate (DPR) multiplied by the number of days the DPR was in effect. This gives us the interest charges for each Transaction Category. To get a DPR, we divide the annual percentage rate (APR) that applies to the Transaction Category by 365 (or 366 in leap years). We add up all the daily interest charges. The sum is the total interest charge for the billing period.

**Paying Interest:** The Grace Period is defined as the interval between the end of a billing cycle and the payment due date. No interest is assessed during this interval if a customer pays the balance in full on or before the payment due date and is not carrying a balance from month to month and has no cash advances outstanding. Except during the Grace Period, we begin to impose interest charges on a transaction, fee, or interest charge from the day we add it to the daily balance. We continue to impose interest charges until you pay the total amount you owe us. You can avoid paying interest on Purchases during the Grace Period, as described below. However, you cannot avoid paying interest on Cash Advances.

**Grace Period on Purchases:** If you paid the New Balance on your previous billing statement by the Payment Due Date shown on that billing statement, we will not impose interest charges on new Purchases, or any portion of a new Purchase, paid by the Payment Due Date on your current billing statement. New Purchases are Purchases that first appear on the current billing statement. If you do not pay your New Balance in full each month, then, depending on the balance to which we apply your payment, you may not get a Grace Period on new Purchases. Cash Advances do not have a Grace Period.

## **DEFAULT, CLOSING OR SUSPENDING YOUR ACCOUNT**

**Default:** We may consider your Account to be in default and require immediate payment of your total Account balance, to the extent allowed by law, if any of the following occur if: (1) You fail to comply with the terms of this Agreement or any agreement with us or an Affiliate, including failing to make a required payment when due, exceeding your Account credit line or using your Card or Account for an illegal transaction; (2) you give us false information; (3) you file for bankruptcy or some other insolvency

proceeding is filed by or against you; (4) you become incapacitated or die; or (5) we believe you are unable or unwilling to pay your debts when due.

**Closing or Suspending Your Account:** We may close or suspend your Account if any of the events listed above occur, or for any reason, or for no reason. We may do this at any time, without notifying you, as allowed by law. We may cancel your current Card and issue you a substitute Card at any time. You may also close your Account at any time by notifying us by telephone or in writing. If we close or suspend your Account, or if you close your Account, you must pay us all amounts you owe on the Account, even if they post to your Account after it's closed or suspended.

## **OTHER IMPORTANT INFORMATION**

**Military Lending Act Notice:** 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). For more information regarding your rights under the Military Lending Act, please call 833-629-1363. If you are a Covered Borrower, the Arbitration Agreement will not apply to you in connection with this Account.

**Communications:** You agree that we may contact you using any technology and methods of our choice. This includes using an automated telephone dialing system or other similar system to contact you by email, text message, device-level notification, or other electronic notification method supported by the software you use to access your Account. We may use any telephone numbers (including wireless, landline and voice over IP numbers), email addresses or billing address that you give to us. You understand and agree that anyone with access to your telephone or email account may listen to or read the messages that we leave or send you. You agree that we will not be liable for any charges that you incur in connection with emails, text messages, device level notifications or other communications that we or our agents and representatives send to you. You agree to notify us immediately if you change telephone numbers or are no longer the subscriber or usual user of a telephone number that you give to us. You agree that we may monitor, record, retain and reproduce your telephone calls and other communications with us. At any time, you can withdraw your consent to receive text messages through a telephone network (e.g., SMS) or to receive calls through a telephone network. To revoke your consent, you must contact us in accordance with this Agreement.

**Privacy Policy:** We send you our Privacy Policy when you open your Account and annually. Contact us at 833-707-1226 if you would like a copy. Please read it carefully. It summarizes the personal information we collect, how we safeguard its confidentiality and security, when it may be shared with others; and how you can limit our sharing of this information.

**Assignment:** We may sell, transfer, or assign any or all our rights and obligations under this Agreement to a third party. You may not sell, transfer, or assign your Account or any of your obligations under this Agreement.

**Governing Law:** Federal law and the law of South Dakota govern the terms and enforcement of this Agreement.

**Enforcement:** We may enforce the terms of this agreement at any time. We may choose to delay enforcing or to not exercise rights under this Agreement. If we do this, we do not waive our rights to exercise or enforce them on any other occasion. If any provision of this Agreement is found to be unenforceable, all other provisions of the Agreement will remain in effect.

**Collection Costs:** To the extent allowed by law, you are liable to us for our legal costs if we refer collection of your Account to a lawyer who is not our salaried employee. These costs may include reasonable attorneys' fees, as well as costs and expenses of any legal action.

**Unforeseen Circumstances:** From time to time, our services might be unavailable due to circumstances beyond our control (such as fires, floods, natural disasters, system failures, epidemics/pandemics, or other unpredictable events). When this happens, you might not be able to use your Card or obtain information about your Account. We are not responsible or liable if this happens.

**Lost or Stolen Cards:** You must try to prevent the unauthorized use of your Account and any Card, including your Account number. You must call us if any Card is lost or stolen. Also, you must call us if you think someone has used or may use these items without permission.

**Headings:** The headings in this Agreement are included as a matter of convenience and do not define, limit, or enlarge the scope of this Agreement or any of its provisions.

## **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 statement, or if you need more information about a transaction on your bill, write to us as soon as possible at:

Best Egg Credit Card  
PO Box 7606  
Philadelphia, PA 19101

You may also email us at: [cardservicing@bestegg.com](mailto:cardservicing@bestegg.com).

You must notify us of any potential errors **in writing** by mail or electronically. You may also call us, but doing so may not preserve your billing error rights. 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 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 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.

**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.
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 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.
- 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 *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 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 Credit Card Purchases:** If you are dissatisfied with the goods or services that you purchased with your credit card, and you 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, 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 do not qualify.
3. You must not yet have fully paid for the purchase.

If all the criteria above are met and you are still dissatisfied with the purchase, contact us in writing at:

Best Egg Credit Card  
P.O. Box 84067  
Columbus, GA 31908

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.

### **ARBITRATION AGREEMENT**

*If you are a Covered Borrower, as defined by the Military Lending Act, the arbitration provisions set forth in this section do not apply to you.*

PLEASE READ THIS AGREEMENT CAREFULLY. MOST CUSTOMER CONCERNS CAN BE RESOLVED BY CALLING CUSTOMER SERVICE AT THE NUMBER LISTED ON THE BACK OF YOUR CARD. IN THE EVENT CUSTOMER SERVICE IS UNABLE TO RESOLVE A COMPLAINT TO YOUR SATISFACTION, THIS SECTION EXPLAINS HOW CLAIMS CAN BE RESOLVED THROUGH BINDING ARBITRATION. ARBITRATION REPLACES THE RIGHT TO GO TO COURT, HAVE A JURY TRIAL OR INITIATE OR PARTICIPATE IN A CLASS ACTION. IN ARBITRATION, DISPUTES ARE RESOLVED BY AN ARBITRATOR, NOT A JUDGE OR JURY. IF ARBITRATION IS CHOSEN BY ANY PARTY, NEITHER YOU NOR WE WILL HAVE THE RIGHT TO LITIGATE THAT CLAIM IN COURT OR HAVE A JURY TRIAL ON THAT CLAIM. FURTHER, YOU AND WE WILL NOT HAVE THE RIGHT TO



PARTICIPATE IN A REPRESENTATIVE CAPACITY OR AS A MEMBER OF ANY CLASS PERTAINING TO ANY CLAIM SUBJECT TO ARBITRATION.

ARBITRATION PROCEDURES ARE SIMPLER AND MORE LIMITED THAN IN COURT. THE ARBITRATOR'S AUTHORITY IS LIMITED TO CLAIMS BETWEEN YOU AND US ALONE. CLAIMS MAY NOT BE JOINED OR CONSOLIDATED UNLESS YOU AND WE AGREE IN WRITING. AN ARBITRATION AWARD AND ANY JUDGMENT CONFIRMING IT WILL APPLY ONLY TO THE SPECIFIC CASE AND CANNOT BE USED IN ANY OTHER CASE EXCEPT TO ENFORCE THE AWARD. THE ARBITRATOR'S DECISIONS ARE AS ENFORCEABLE AS ANY COURT ORDER AND ARE SUBJECT TO VERY LIMITED REVIEW BY A COURT. EXCEPT AS SET FORTH BELOW, THE ARBITRATOR'S DECISION WILL BE FINAL AND BINDING. OTHER RIGHTS YOU OR WE WOULD HAVE IN COURT MAY ALSO NOT BE AVAILABLE IN ARBITRATION. YOU HAVE THE RIGHT TO CANCEL OR OPT OUT OF THIS ARBITRATION AGREEMENT AS SET FORTH BELOW.

**Binding Arbitration:** This Arbitration Agreement is made pursuant to a transaction involving interstate commerce, and shall be governed by and be enforceable under the Federal Arbitration Act (FAA), 9 U.S.C. § 1-16, as it may be amended. This Arbitration Agreement sets forth the circumstances and procedures under which Claims (as defined below) may be resolved by arbitration instead of being litigated in court.

**Covered Parties:** Solely for purposes of this Arbitration Agreement, **we, us, and our**, including in addition to the meanings set forth in this Cardmember Agreement, includes any corporate parents, subsidiaries, affiliates, licensees, predecessors, successors, assigns, any purchaser of your Account, and all of their officers, directors, employees, agents, and assigns or any and all of them. Additionally, **we, us, and our** shall include any third party providing benefits, services, or products in connection with the Account (including but not limited to credit bureaus, merchants that accept any credit device issued under the Account, rewards programs, and enrollment services, credit insurance companies, debt collectors, and all of their officers, directors, employees, agents and representatives) if, and only if, such a third party is named by you as a co-defendant in any Claim you assert against us.

**Covered Claims:** Either you or we may, without the other's consent, elect mandatory, binding arbitration of any past, current or future claim, dispute, or controversy, by either you or us against the other, or against the employees, parents subsidiaries, affiliates, beneficiaries, agents or assigns of the other, arising from or relating in any way to the Cardmember Agreement, any prior Cardmember Agreement, your credit card Account or the advertising, application or approval of your Account (**Claim**). This Arbitration Agreement governs all Claims, whether such Claims are based on law, statute, contract, regulation, ordinance, tort, common law, constitutional provision, or any legal theory of law, such as *respondeat superior* or any other legal or equitable ground and whether such Claims seek as remedies, money damages, penalties, injunctions, or declaratory or equitable relief. Claims subject to this Arbitration Agreement include Claims regarding the applicability of this Arbitration Agreement or the validity of the entire Cardmember Agreement or any prior Cardmember Agreement. Claims subject to arbitration include Claims that are made as counterclaims, cross claims, third party claims, interpleaders or otherwise, and a party who initiates a proceeding in court may elect arbitration with respect to any such Claims advanced in the lawsuit by any party or parties. As used in this Arbitration Agreement, the term Claim is to be given the broadest possible meaning. You may not sell, assign, or transfer a Claim.

**Class Action Waiver:** If a party elects to arbitrate a Claim, the arbitration will be conducted as an individual action. There will be no right or authority for any claims to be arbitrated on a class action basis or on bases involving claims brought in a purported representative capacity on behalf of the general public, other cardmembers or other persons similarly situated. This means that even if a class action lawsuit or other representative action, such as that in the form of a private attorney general action, is filed, any Claim between us related to the issues raised in such lawsuits will be subject to an individual arbitration claim if either you or we so elect. No arbitration will be consolidated with any other arbitration proceeding without the consent of all parties. The only Claims that may be joined in an individual action under this Arbitration Agreement are: (1) those brought by us against you and any co-applicant, joint cardmember, or authorized user of your Account, or your heirs or your trustee in bankruptcy; or (2) those

brought by you and any co-applicant, authorized user of your Account, or your heirs or your trustee in bankruptcy against us.

**Small Claims Court:** Individual Claims filed in a small claims court are not subject to arbitration if the matter stays in small claims court. However, if such a claim is transferred, removed, or appealed to a different court, we may then choose to arbitrate. You or we may otherwise elect to arbitrate any claim at any time unless a trial has begun, or final judgment has been entered.

**Initiating Arbitration:** Failure or any delay in enforcing this Arbitration Agreement at any time, or in connection with any particular Claims, will not constitute a waiver of any rights to require arbitration at a later time or in connection with any other Claims. To choose arbitration, a party may file a motion to compel arbitration in a pending matter and/or commence arbitration by submitting the required forms and requisite filing fees to the American Arbitration Association (AAA). AAA is independent from us. You or we may choose to have a hearing, appear at any hearing by phone or other electronic means, and/or be represented by counsel. Any in-person hearing will be held in the same city as the U.S. District Court closest to your billing address, or at some other place to which you and we agree in writing. You may obtain more information and applicable AAA forms at [www.adr.org](http://www.adr.org).

**Arbitration Procedure:** A single, neutral arbitrator will resolve Claims. The arbitration will be conducted under the applicable AAA procedures and rules in effect on the date the arbitration is filed unless those procedures and rules are inconsistent with this Arbitration Agreement, in which case this Agreement will prevail. These procedures and rules may limit the amount of discovery available to you or us. 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. The arbitrator will not apply any federal or state rules of civil procedure or evidence in matters relating to evidence or discovery. The arbitrator will take reasonable steps to protect customer Account information and other confidential information, including the use of protective orders to prohibit disclosure outside the arbitration, if requested to do so by you or us. The arbitrator will have the power to award to a party any damages or other relief provided for under applicable law, and will not have the power to award relief to, against, or for the benefit of any person who is not a party to the proceeding. If the law authorizes such relief, the arbitrator may award punitive damages or attorney fees. The arbitrator will make any award in writing, but need not provide a statement of reasons unless requested by a party. You and we agree that the arbitration will be confidential. You and we agree that we will not disclose the content of the arbitration proceeding or its outcome to anyone, but you or we may notify any government authority of the claim as permitted or required by law. Any decision rendered in such arbitration proceeding will be final and binding on the parties.

**Fees and Costs:** You will be responsible for paying your share of any arbitration fees (including filing, administrative, hearing or other fees), but only up to the amount of the filing fees you would have incurred if you had brought a claim in court. We will be responsible for any additional arbitration fees upon receipt of proof of payment. At your written request, we will consider in good faith making a temporary advance of your share of any arbitration fees, or paying for the reasonable fees of an expert appointed by the arbitrator for good cause. All other fees will be allocated in keeping with AAA rules and applicable law. However, we will advance or reimburse filing fees and other fees if AAA or arbitrator determines there is good reason for requiring us to do so or you ask us and we determine there is good cause for doing so. Each party will bear the expense of its own legal fees and costs, regardless of which party prevails, for arbitration and any appeal (as permitted below), except that the arbitrator shall apply any applicable law in determining whether a party should recover any or all fees and costs from another party.

**Survival and Severability of Terms:** This Arbitration Agreement shall survive: (1) termination or changes in the Cardmember Agreement, the Account and the relationship between you and us concerning the Account, such as the issuing of a new account number or the transferring of the balance in the Account to another account; (2) the bankruptcy of any party or any legal proceeding initiated by you or on your behalf; (3) voluntary payment of the debt in full by you or by a third party; and (4) any sale of your Account (in the case of a sale, its terms will apply to the buyer of your Account). If any portion of this Arbitration Agreement is deemed invalid or unenforceable, the remaining portions shall nevertheless remain in force.

**Your Right to Reject Arbitration:** You may reject this Arbitration Agreement by sending a written **rejection notice** to us at: Best Egg Credit Card, PO Box 7606, Philadelphia, PA 19101. Your rejection notice must be mailed within 45 days of Account opening. Your rejection notice must state that you reject this Arbitration Agreement and include your name, address, Account number and personal signature. No one else may sign the rejection notice. If your rejection notice complies with these requirements, this Arbitration Agreement and any other arbitration provisions in the Cardmember Agreements will not apply to you, except for any claims subject to pending litigation or arbitration at the time you send your rejection notice. Rejection of this Arbitration Agreement will not affect your other rights or responsibilities under this section or the Agreement, including use of the Account.

**Mobile Communications:** By participating in the Best Egg Credit Card Fraud Notification program, you may receive fraud notifications. All messages are free. You may opt out at any time by texting STOP to Short Code (54759). By sending STOP to Short Code (54759), you agree to one additional confirmation message stating that you've opted out and will no longer receive messages from Best Egg Credit Card. To get help, text HELP to Short Code (54759). Get additional support or help by calling 833-707-1226. You must be the mobile phone account holder or have permission from the account holder to use this service. You must be 18 years or older or have permission from a parent/guardian. By participating in this program, you specifically authorize Best Egg Credit Card to send communications using an automatic telephone dialing system or an artificial or prerecorded voice system. You are not required to sign the agreement as a condition of purchasing any property, goods or services. The person consenting to receive telemarketing communications also provides authorization for the specific telephone number that may be contacted via this program. Carriers are not responsible for any delayed or undelivered messages. Messages may be delayed or not delivered due to factors outside of the carrier's control.

**PARTICIPATING WIRELESS CARRIERS:** AT&T, Boost Mobile, MetroPCS, Sprint, T-Mobile, Verizon Wireless, Virgin Mobile USA.

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