

BrightWaySM Mastercard[®] Credit Card Agreement

The BrightWay Mastercard[®] Credit Card Agreement (“Agreement”) which includes your Account Terms, shows the terms under this Agreement and important information related to consumer credit cards issued by WebBank, a Utah-chartered bank located in Salt Lake City, Utah. Please log into your online account if you would like to request a copy of this Agreement.

Account Terms

Interest Rates and Interest Charges	
Annual Percentage Rate (APR) for Purchases	26.99%*
APR for Cash Advances	26.99%*
APR for Balance Transfers	26.99%*
How to Avoid Paying Interest on Purchases	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.
For Credit Card Tips from the Consumer Financial Protection Bureau	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 http://www.consumerfinance.gov/learnmore .

Fees	
Annual Fee	[\$65]
Transaction Fees	
• Cash Advance	Either \$10 or 3% of the amount of each cash advance, whichever is greater.
• Balance Transfer	Once available, either \$10 or 3% of the amount of each balance transfer, whichever is greater.
• Foreign Transaction	1% of each transaction in U.S. dollars.
Penalty Fees	
• Late Payment	Up to \$40 .

How We Will Calculate Your Balance: We use a method called “average daily balance (including new purchases).” See the “Interest” section of this Agreement for more details.

Billing Rights Summary: Information on your right to dispute transactions and how to exercise those rights is provided in the “Your Billing Rights” section of this Agreement.

***Periodic Rate:** The APR above corresponds to a monthly **Periodic Rate of 2.24917%**. See the “Interest” section of this Agreement for more details.

PLEASE READ THIS ENTIRE AGREEMENT AND KEEP IT FOR YOUR RECORDS. THIS AGREEMENT CONTAINS AN

ARBITRATION CLAUSE (EXHIBIT A). UNLESS YOU ARE A “COVERED BORROWER” PROTECTED BY THE MILITARY LENDING ACT (THE “MLA”) OR UNLESS YOU PROMPTLY REJECT THE ARBITRATION CLAUSE, IT WILL HAVE A SUBSTANTIAL EFFECT ON YOUR RIGHTS IN THE EVENT OF A DISPUTE, INCLUDING YOUR RIGHT TO BRING OR PARTICIPATE IN A CLASS PROCEEDING.

1. **INTRODUCTION.** This BrightWay Mastercard® Credit Card Agreement (this “**Agreement**”) governs the credit card account (“**Account**”) we are providing to you. This Agreement becomes effective as soon as (1) you agree to it electronically or in writing and (2) we mail you a “Card” or provide you with an “Account” number (as such terms are defined below) to enable you to make Purchases.

A. **Certain Definitions.** As used in this Agreement, “**we**,” “**us**,” “**our**” and “**ours**” mean WebBank, a bank chartered by the State of Utah, and its successors and assigns. “**You**” and “**your**” mean each and every person who applies for and is granted or accepts an Account. Certain capitalized terms are defined in the body of this Agreement. Other terms are defined in Section 12. This product is issued by WebBank and serviced by OneMain Financial Group, LLC. (“**OneMain**”).

B. **Promise to Pay.** You promise to pay us all amounts you owe under this Agreement, including all Purchases and Cash Advances, and the interest, fees and other amounts charged under this Agreement.

C. **Account Use and Acceptance.** By using your Card or Account, or letting someone else use your Card or Account, you agree to all the terms of this Agreement. You acknowledge that you received a copy of this Agreement in a form you can print or save.

You may use your Account only for lawful personal, family, or household purposes. You must not use your Account for business or commercial purposes or for any unlawful purpose.

You may not use or permit your Account to be used in any illegal activity. We will not be liable if you engage in an illegal transaction. We may deny authorization of any transactions identified as Internet gambling, even if legal where done, or on any transaction involving cannabis or cannabis dispensaries, whether legally licensed to operate or not.

You may not use your Account to conduct transactions in any country or territory or with any individual or entity that is subject to economic sanctions administered and enforced by the U.S. Department of the Treasury's Office of Foreign Assets Control or any other governmental authority with jurisdiction over you.

D. **Amending This Agreement.** We may amend this Agreement at any time and for any reason in accordance with applicable law. This includes adding, deleting or changing any provisions of this Agreement, including provisions concerning interest or fees. We may change this Agreement based on economic or market conditions, our business strategies, or for any other reason, including, but not limited to, reasons unrelated to you or your Account. We will notify you of amendments to this Agreement as required by applicable law. This section does not apply to the Arbitration Agreement set forth at Exhibit A to this Agreement. Amendments to the Arbitration Agreement are governed by the section of the Arbitration Agreement entitled “**AMENDMENTS TO THE ARBITRATION AGREEMENT.**”

E. **Governing Law.** This Agreement is entered into in the State of Utah, and we extend credit to you from the State of Utah. The laws of the State of Utah, without regard to conflict of laws principles, and applicable federal law govern this Agreement.

2. **USING YOUR ACCOUNT.**

A. **Credit Limit: Cash Advance Limit: Credit Availability.** If you are approved for a Card at a branch location, we will tell you your Credit Limit (and if different, a separate Cash Advance Limit for Cash Advances or Balance Transfers). Otherwise we will show you your Credit Limit (and if different, a separate Cash Advance Limit for Cash Advances or Balance Transfers) as part of the online onboarding process.

You may not use your Account in any way that would cause you to go over your Credit Limit or Cash Advance Limit. We may refuse to authorize or accept any transaction on your Account that would cause you to exceed your Credit Limit or Cash Advance Limit. We may temporarily agree to allow you to exceed your Credit Limit or Cash Advance Limit. However, in that case you must repay the excess amount upon demand. Any transactions honored in excess of your Credit Limit or Cash Advance Limit will not result in an increase of your Credit Limit. We may at any time and without prior notice to you increase or decrease your Credit Limit or Cash Advance Limit or take away your ability to

obtain Cash Advances.

- B. Types of Transactions.** You may use your Account to obtain credit for three types of transactions (“**Transaction Types**”)—Purchases, Cash Advances and Access Checks which can be used as balance transfer checks or to pay other amounts. You agree that your signature is not necessary to obtain credit under the Account.
- 1. Purchases.** A “**Purchase**” is the use of the Card or Account information to purchase or lease goods or services. Purchases may be made in person, over the phone, by using a computer or mobile device, or otherwise.
 - 2. Cash Advances.** A “**Cash Advance**” is the use of the Card or Account information: (a) to obtain cash from a financial institution or an automatic teller machine; or (b) if we allow, to purchase a Cash Equivalent. The term “**Cash Equivalent**” includes traveler’s checks, savings bonds, foreign currency, money orders, wire transfers, lottery tickets, gift cards, funds loaded onto prepaid cards, gaming chips and other items used for gaming transactions.
 - 3. Access Checks.** We may provide you with Access Checks. If we do, we will tell you at the time how we consider the transaction (e.g. Purchases, Cash Advances, or special transfers). Balance Transfers (when offered) (paying another creditor’s balance using your BrightWay or BrightWay+ line) may be done using Access Checks. Only the person we designate may use Access Checks. You may not use them to pay any amount you owe us or any other company in the OneMain or WebBank organizations. We may reject and not pay any Access Check if: (a) your account is past due, charged off, bankrupt, lost/stolen or closed; (b) we suspect fraud; (c) your Account is over the Credit Limit; or (d) the check has expired, is damaged or cannot otherwise be processed. Our liability if we do not pay an Access Check improperly will never be more than (a) your actual damages, or (b) the amount of the Access Check, whichever is less. When you use an Access Check you will have fewer rights to dispute merchant transactions than with uses of your card. Please see the “Your Billing Rights” section of this Agreement, the “Billing Rights Summary” on your statement and your other Truth-in-Lending Disclosures for more information.
 - 4. Mobile Devices.** Mobile apps or apps designed to run on a mobile device that use your Account information to initiate transactions may have separate terms of use. We are not responsible if you violate those terms or for any consequences resulting from any violation of those terms.
 - 5. Foreign Transactions.** If you make a transaction in a foreign currency (including, for example, an online Purchase from a foreign merchant), the transaction amount will be converted to a U.S. dollar amount by Mastercard International Incorporated (“**Mastercard**”) in accordance with Mastercard’s conversion procedures then in effect. Mastercard’s procedures may change without notice. These procedures include how Mastercard chooses an exchange rate and when it performs the conversion. The exchange rate that Mastercard uses to convert a transaction to U.S. dollars may differ from the rate in effect on the date the transaction is posted. Any costs resulting from Mastercard’s procedures, including from the exchange rate selected by Mastercard, will be reflected in the transaction amount posted to your Account. If a third party, such as a merchant, converts the amount of a transaction to U.S. dollars before sending the transaction to Mastercard, then the third party chooses the conversion rate instead of Mastercard. The same conversion process may apply if any transaction originally in a foreign currency is reversed or credited back to your Account. You also agree to pay the foreign transaction fee set forth below for transactions in a foreign currency.
 - 6. Recurring Transactions.** You may authorize transactions that recur on a monthly or other regular basis. If you wish to stop a recurring charge, you must contact the merchant. If we send you a new Card or Account number, for example because your prior Card expired or was lost or stolen, and you wish recurring transactions to continue, you should provide the merchant with updated Account information. (Note that some merchants are able to automatically access your new Account information and continue initiating recurring transactions without new information from you.) We are not liable for any merchant fees or other charges you incur because recurring transactions do not continue.
- C. Refusal To Honor Your Account.** We may refuse to honor or authorize any transaction presented on your Account for any reason without prior notice to you. A merchant, business or financial institution may refuse to honor any transaction presented on your Account. We are not liable for any refusal to honor your Account. We are not liable for retention of the Card by us, any financial institution, or any provider of goods or services.
- D. Statements.** Generally, at the end of each monthly period in which there is Account activity or an Account balance (a “**Billing Cycle**”), we provide you a statement showing what you owe, the Minimum Payment Due, the Payment Due Date, your current Credit Limit, an itemized list of transactions, interest charges, fees, payments and credits

posted to your Account during the Billing Cycle and other important information. Under certain circumstances, the law may not require us to send or make available to you a statement or may prohibit us from doing so.

E. Payments.

1. **General.** You must pay each month at least the Minimum Payment Due by the Payment Due Date shown on your statement. **At any time, you may pay us more than the Minimum Payment Due, up to and including the total outstanding balance on your Account, without penalty.** Any payments made in one Billing Cycle will not count toward any Minimum Payment Due in the following Billing Cycle. Merchant credits or person-to-person money transfers or other credits to your Account will not be treated as payments towards the Minimum Payment Due unless we decide otherwise in our absolute discretion. You must follow the instructions below when making a payment. If you do, then your payment will be credited as of the day we receive it.

- You must pay in U.S. dollars.
- You must use a check or ACH payment from a bank in the United States.
- You must not include any restrictive endorsements on the check.
- You must follow the additional payment instructions shown on your statement.

If you do not pay in U.S. dollars and we accept your payment, then you authorize us to select the currency conversion rate, and you must pay our costs. If you do not follow our payment instructions, then we may not accept your payment or there may be a delay in crediting your payment, to the extent permitted by applicable law. We can accept partial or late payments without losing any of our rights under this Agreement. If you submit any payment that is marked as “paid in full” or with other restrictive writing and is less than the total outstanding balance on your Account, we can credit that payment to your Account and you will remain fully liable for any remaining Account balance. No payment shall operate as an accord and satisfaction without the prior written approval of one of our officers authorized to provide such approvals. You may not use a postdated check to make a payment. If you do so, we can either honor the check immediately or return it.

2. **Minimum Payment Due.** Your Account will be on a monthly Billing Cycle. Each Billing Cycle, you must pay at least the minimum payment amount by the payment due date shown on your billing statement (“Payment Due Date”). The minimum payment is the greater of (A) \$25 or (B) the **total** of the following (“Minimum Payment Due”):
 1. 1% of the new balance; plus
 2. the total billed interest charges and late fees we have billed you on the statement for which your minimum payment is calculated; plus
 3. an amount equal to the most recent annual fee assessed to the Account divided by 12.

We will add any amount past due, and any amount by which your statement balance is in excess of your assigned credit limit to this Minimum Payment Due. Any new balance less than (A) and (B) is payable in full. Your Minimum Payment Due will never exceed your new balance. If you make a payment greater than your Minimum Payment Due, this does not affect your obligation to make the Minimum Payment Due shown on the next statement. We do not pay interest on overpayments or any other credit balances created on your Account.

3. **Electronic Check Conversion.** Each time you send a check as payment, you authorize us either to use information from your check to make a one-time electronic funds transfer from the account on which the check is drawn or, alternatively at our option, to process the payment as a check transaction. Funds may be withdrawn from your bank account as early as the date your check is received and you will not receive your check back from your financial institution. If we cannot process the electronic fund transfer, or if it is returned to us, you authorize us to reinitiate the electronic fund transfer from your bank account. Alternatively, we may at our option present the original check or a substitute check, draft or similar negotiable instrument to obtain payment. If you have questions about electronic check conversion, you may telephone us at the customer service number located on the front of your statement or write to us at the address for Billing Inquiries and Correspondence located on the front of your statement.

F. Authorized Users and Unauthorized Use.

1. **Authorized Users.** In the future when available, and if you ask us to issue a Card to any other person, they are an Authorized User. We may require certain information about them. We may limit their ability to use your

Card. They may have access to certain information about your Account. You will be responsible for their use of the Account and anyone else they allow to use your Account, even if you did not want, or agree to, that use. If you want to remove an Authorized User from your Account, you must contact Customer Service and request their removal. You also immediately destroy all Cards in their possession and cancel any arrangements they may have set up on your Account. They will be able to use your Account until you have notified us that you are removing them from your Account. During this time, you will still be responsible for all amounts they charge to your Account. You will be responsible even if these amounts do not appear on your Account until later.

2. **Unauthorized Use of Your Account.** If any Card, Account information or device with an app that can access the Account is lost or stolen, or if you think someone used or may use the Account without your permission, you agree to notify us immediately by calling the customer service number located on the front of your statement. In such event, we may close your Account to new transactions, change your Account number(s) and/or issue you a new Card or Cards with different Account numbers.
3. **Your Liability for Persons Using Your Account.** You are liable for: (a) any transactions made by you or an Authorized User on your Account; (b) any transactions made by persons you allow to use your Account by providing access to any Card or Account credentials; and (c) any interest and fees resulting from such use. These transactions are subject to all terms of this Agreement.

3. **INTEREST.**

A. **Interest Rates.** The “Annual Percentage Rates for Purchases” (or “APR for Purchases”) on the Account as well as the Cash Advance and Balance Transfer APRs are shown on page 1 of this Agreement along with the monthly Periodic Rate.

B. **When We Start Charging Interest.**

1. On each Cash Advance or Balance Transfer, we begin charging interest on the transaction date.
2. For Purchases, we do not charge periodic interest in any Billing Cycle if you pay the new balance, if any, as shown on your prior statement in full by the Payment Due Date shown on such statement every month. A Billing Cycle without periodic interest is an "Interest Free Period" (sometimes called a "grace period" on Purchases). If your current statement indicates that you made full payment of the previous balance (which is the same as the new balance shown on your previous statement) by the Payment Due Date as shown on the previous statement or if the current statement indicates that the previous balance was zero or a negative amount, and if you also make a payment equal to the new balance indicated on the current statement by the Payment Due Date shown on the current statement, then we will not charge interest on any portion of the new Purchases that appear on the current statement to which we allocated such payment.
3. On each Purchase, we charge interest from the posting date on your statement unless the Purchase posts during an Interest Free Period for Purchases. If the Purchase posts during an Interest Free Period, but the next Billing Cycle is not an Interest Free Period (i.e., you fail to pay the new balance from the prior Billing Cycle in full by the Payment Due Date), we start charging interest as of the first day of that next Billing Cycle on the portion of the Purchase, if any, that is not paid by the Payment Due Date in that Billing Cycle. We do not charge interest on any Purchase that is made during an Interest Free Period and paid in full by the Payment Due Date in the next Billing Cycle so long as the previous month's balance was paid in full by that cycle's payment due date.

C. **Computation of Balance Subject to Interest Rate; Interest Charges.** We calculate the interest charge on each transaction type for your Account using a method called Average Daily Balance (including new transactions). To get the "Average Daily Balance", each day we take the beginning balance for each transaction type for your Account, add any interest charges, transactions or other debits (including new Purchases, Cash Advances, Balance Transfers, and Transaction Fees) and subtract any payments or credits for each transaction type. This gives us the daily balance. (If a daily balance is less than zero, we will treat it as zero. Transactions that are subject to an Interest Free Period are not added to the daily balance.) We then add up all of the daily balances for the Billing Cycle and divide that number by the number of days in the Billing Cycle. This gives us the "Average Daily Balance." If a transaction type for your Account has an Interest Free Period for a Billing Cycle, the Balance Subject to Interest Rate for that transaction type during the Billing Cycle will be \$0.

The **Interest Charges** for a Billing Cycle are computed by applying the monthly Periodic Rate for the transaction type (e.g., the Periodic Rate applicable to Purchases, Cash Advances, Balance Transfers, etc.) to the "Average

Daily Balance" of that transaction type.

D. **Minimum Interest Charge.** If the periodic interest charge computed in accordance with this Section 3 is less than \$0.50 in any Billing Cycle, then we will charge a "Minimum Interest Charge" of \$0.50 instead of interest for such Billing Cycle.

E. **Promotional Purchases, Cash Advances, or Balance Transfers:** From time to time we may offer a temporary promotional APR and different terms that will apply to specified Purchases, Cash Advances and/or Balance Transfers. Details will be provided at the time that these terms are offered to you.

4. **FEES.** You agree to pay the fees described below whenever applicable.

A. **Annual Fee.** On the day that we cycle your account, we will charge you an Annual Fee as shown on Page 1 of this Agreement. Thereafter, at the end of the Billing Cycle one year after the initial Annual Fee and yearly thereafter, we will charge you the annual fee shown on Page 1. If your account has been assessed an Annual Fee, you may avoid paying this Annual Fee by sending written notification of termination within the first 30 days following the opening of your Account to the following address: P.O. Box 981037, Boston, MA 02298-1037. You may not use your Card(s) during this 30 day period but immediately thereafter must send your Card(s), which you have cut in half to this same address. Otherwise you must pay the entire annual fee and no credit will be given for any portion of a partial year if your Account is closed. While the Account will be closed to new Purchases, it will remain open until the entire balance has been paid in full, including the applicable Annual Fee.

B. **Transaction Fees**

1. **Cash Advance/Balance Transfer Fees.** On the day we post a Cash Advance or a Balance Transfer (when available) to the Account, we will charge you \$10 or 3% of the amount of such posting, whichever is greater. We may offer a special promotion with different fees and will inform you of those promotional fees at the time offered.

2. **Foreign Transaction Fee.** On the day we post to the Account a transaction in a foreign currency, we will charge you a Foreign Transaction Fee equal to 1% of the amount of such transaction in U.S. dollars.

C. **Penalty Fees**

1. **Late Payment Fee.** We will charge you a Late Payment Fee if we do not receive at least your Minimum Payment Due on or before its Payment Due Date. The Late Payment Fee is \$40 if you have had a Late Payment Fee in the prior six Billing Cycles and is otherwise \$29. However: (a) the Late Payment Fee will not exceed the dollar amount of the Minimum Payment Due that is not paid on a timely basis; and (b) we will not charge you more than a single Late Payment Fee with respect to the same Minimum Payment Due.

2. **Returned Payment Handling.** If any payment is returned unpaid, we may resubmit it to your bank. We will not charge a returned payment fee, but your bank may charge its own overdraft or non-sufficient funds fees in connection with returned payments. Any returned payment will reverse a prior payment and may cause your account to become delinquent which may trigger a Late Payment Fee.

D. **Incidental Fees.**

1. **Replacement Card Fee.** We may charge you up to a \$25 Replacement Card Fee for each replacement Card we provide for a Card that has been lost or stolen.

2. **Additional Fees.** We may charge additional fees for separate services we provide you, in accordance with applicable law.

5. **DEFAULT.**

A. **Actions that Trigger Default.** Subject to applicable law (including any applicable right to cure), you will be in default of this Agreement if:

1. We do not receive any required Minimum Payment Due by the applicable Payment Due Date;
2. You either allow the total outstanding balance on your Account to exceed your Credit Limit or you allow the

outstanding balance of Cash Advances/Balance Transfers to exceed the Cash Advance/Balance Transfer Limit;

3. You fail to reduce the total outstanding balance to the appropriate Credit Limit immediately upon our demand;
4. You fail to reduce the balance of Cash Advances/Balance Transfers to the Cash Advance/Balance Transfer Limit immediately upon our demand;
5. You violate any term of this Agreement;
6. You submit a payment that is returned for insufficient funds or any other reason and you then fail to make the required minimum monthly payment because of that returned payment;
7. You voluntarily file for any form of bankruptcy;
8. An involuntary bankruptcy action is filed against you;
9. You provide any false or misleading information to us at any time, whether in writing, electronically or verbally;
10. You fail to promptly provide financial or other information in response to any reasonable request we make;
11. You die or a court enters an order declaring you to be either temporarily or permanently incompetent; or
12. You are in default of, or terminate or cause to be terminated, any other agreement you have with us or any of our affiliates.

B. Our Rights If You Default. If you default under this Agreement, we may, but are not required to, take any and all actions permitted by law including, but not limited to, requiring you immediately to pay the total outstanding balance on your Account, suspending or ending your Account privileges, permanently closing your Account or taking any other actions provided in this Agreement.

C. Collection Costs. Subject to applicable law, you agree to pay us for all collection costs incurred if we refer your Account for collection to any attorney, collection agency, person or entity that is not our salaried employee. Collection costs include all amounts permitted by applicable law including, but not limited to, reasonable attorneys' fees, court costs and collection agency fees.

6. CLOSING OR SUSPENDING YOUR ACCOUNT.

A. Our Right and Your Right to Close or Suspend Your Account. We may close or suspend your Account at any time, unless prohibited by applicable law, whether or not you are in default under this Agreement. We may do this in our discretion, for any reason or for no reason, and without prior notice. You may also close your Account at any time by calling us at the customer service number located on the front of your statement or writing to us at the address for Billing Inquiries and Correspondence located on the front of your statement. The closure or suspension of your Account does not relieve you of any obligations set forth in this Agreement. Upon the closing or suspension of your Account, you remain fully liable for the total outstanding balance on your Account, including all Purchases and Cash Advances, fees and interest both before and after the closing or suspension of your Account.

B. Account Cannot Be Used After Closed. Once your Account has been closed by us or closed at your request, neither you nor any Authorized User may use your Account. Upon closing of your Account, you must: (1) destroy all Cards and remove any Account access apps from your devices; (2) cause all Authorized Users to do the same; and (3) revoke any authorization for third parties to initiate recurring or additional charges on your Account.

7. COMMUNICATIONS WITH YOU.

A. How We Communicate With You. To the extent permitted by applicable law, you authorize us and our agents, assigns and service providers, including OneMain (collectively, the "**Messaging Parties**") to contact you using any lawful means, including automatic telephone dialing systems, artificial or prerecorded voice message systems, text messaging systems and automated email systems, to provide you with information about the Card, the Account and/or this Agreement, including information about upcoming payment dates, missed payments and returned payments. You authorize the Messaging Parties to make such contacts using any telephone numbers (including wireless, landline and VOIP numbers) or email addresses you supply to the Messaging Parties, including in connection with your application for the Account, the Messaging Parties' servicing and/or collection of amounts you

owe under this Agreement, or any other transaction involving you and the Messaging Parties. You understand that anyone with access to your telephone or email account may listen to or read the messages the Messaging Parties leave or send you, and you agree that the Messaging Parties will have no liability for any resulting loss of privacy. You further understand that, when you receive a telephone call, text message or email, you may incur a charge from the company that provides you with telecommunications, wireless and/or Internet services, and you agree that the Messaging Parties will have no liability for such charges except to the extent required by applicable law. You agree that this authorization constitutes a bargained for exchange. To the extent you have the right under applicable law to revoke this authorization, you agree you may do so only by calling the Messaging Parties at the customer service number set forth on your statement. To stop emails, you can follow the opt-out instructions included at the bottom of the Messaging Parties' emails. If any telephone number you have provided to the Messaging Parties changes, or if you cease to be the owner, subscriber or primary user of any such telephone number, you agree to immediately give us notice of such facts so we can update their records.

- B. **Call Monitoring and Recording.** You understand and agree that, subject to applicable law, the Messaging Parties may monitor and/or record any and all of your telephone conversations with any of their representatives for training, quality control, evidentiary and any other purposes. However, the Messaging Parties are not under any obligation to monitor, record, retain or reproduce such recordings, unless required by applicable law.
- C. **Notices Concerning Your Account.** You agree that we may send any and all required notices concerning your Account to the physical address provided to us as your billing address. In addition, we may send you communications electronically in any manner authorized by you in accordance with applicable law.

- 8. **INFORMATION SHARING: CREDIT REPORTING.** You authorize us and/or OneMain to collect information about you as permitted by applicable law. This includes collecting information from credit reporting agencies and other third parties that have financial information about you. You authorize us to share your Account information about you and any Authorized Users with our affiliates and third parties, including credit reporting agencies, as permitted by applicable law. Please see our Privacy Policy, which is included in your Account opening material, for additional details. **Late payments, missed payments or other defaults on this Agreement may be reflected in your credit report. If you believe that we have reported inaccurate information to a consumer reporting agency, write to us at P.O. Box 981037, Boston, MA 02298-1037.**

9. **MILITARY LENDING ACT.**

- A. **Notice to Active Duty Servicemembers and Their Dependents.** 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).
- B. **Oral Disclosures.** Before signing this Agreement, please contact us at 866-207-9130 for an oral statement of the APR and a disclosure of your payment obligations under this Agreement.
- C. **Covered Borrowers.** Military Lending Act ("MLA") provides important protections to members of the Armed Forces and their dependents ("**Covered Borrowers**"). You are a Covered Borrower if, in connection with the opening of your Account, we determine you are an active duty member of the Armed Forces (including active Guard and Reserve duty) or a dependent of an active duty member. You will cease to be a Covered Borrower if we determine you are no longer an active duty member of the Armed Forces (including active Guard and Reserve duty) or a dependent of an active duty member.
- D. **Inapplicable Provisions.** If you are a Covered Borrower, the Arbitration Agreement in Exhibit A does not apply to you. Further, notwithstanding any other provision of this Agreement, if you are a Covered Borrower, then nothing in this Agreement shall be construed as applying to you to the extent inconsistent with the MLA, including without limitation any interest, fees, or limitations on your rights that would not be consistent with the MLA.

10. **DEFINITIONS.** As used in this Agreement:

- A. "**Authorized User**" means any person who, at your request, receives a Card in such person's name allowing access to the Account. We may limit the number of Authorized Users. For purposes of your liability for transactions under the Account, the term "**Authorized User**" also includes any person to whom you permit to use or provide access to

a Card, a device that can access the Account or authentication credentials for the Account.

- B. **“Card”** means any initial or replacement credit card or other access device (including an account number) that we issue to you or to any Authorized User to access the Account. We may replace a Card with another Card at any time.
- C. **“Cash Advance Limit”** means the maximum amount of Cash Advances you may have outstanding under the Account at any time, provided that we may allow you to obtain more Cash Advances at any time in our absolute discretion.
- D. **“Credit Limit”** means the limit we establish for the maximum amount of total credit you may have outstanding under the Account at any time, provided that we may allow you to obtain more credit at any time in our absolute discretion.

11. **MISCELLANEOUS.**

- A. **Account Benefits.** We may offer you certain third-party benefits and services with your Account, as outlined in benefits brochures or other documents and internet web sites. For example, certain eligible purchases charged with a Mastercard® Credit Card may be eligible for certain benefits or services through Mastercard or its affiliates. Any benefits or services we make available through third parties (including without limitation Mastercard) are not a part of this Agreement but are subject to the terms and restrictions outlined in the applicable benefits brochures or other documents or internet web sites provided or made available to you from time to time. You agree that we may give information about you, any Authorized User and your Account to any third party reasonably needing the information to provide you with such benefits or services. You also agree that we or any third party providing any Account-related benefits or services may change, add, or delete benefits or services at any time without notice to you.
- B. **Enforcing this Agreement: Severability.** We may delay or waive enforcing any of our rights or exercising any of our remedies under this Agreement or under applicable law without losing any of those rights or remedies. Even if we do not enforce our rights or exercise our remedies at any one time, we may enforce or exercise them at a later time. Except as otherwise provided in the Arbitration Clause, if any provision of this Agreement is found to be invalid or unenforceable, it shall not affect or impair the validity and enforceability of all remaining provisions of this Agreement.
- C. **Headings.** We use headings in this Agreement for convenience and organization. They are for reference purposes only and do not impact the meaning of the provisions.
- D. **Assignment: Sale of Account.** We may at any time, and without notice to you, sell, assign or transfer your Account, any amounts due on your Account, this Agreement or our rights or obligations under your Account or this Agreement to any person or entity, subject to applicable law. The person or entity to whom we make any such sale, assignment or transfer shall be entitled to all of our rights and shall assume our obligations under this Agreement, to the extent sold, assigned or transferred. You may not sell, assign or transfer your Account or any of your rights or obligations under this Agreement.
- E. **No Security.** Your Account is unsecured. We are not taking (and waive) any security interest in any property in connection with your Account.
- F. **Evidence.** You agree that we may use a copy, microfilm, microfiche or digital image of any monthly statement or other document to prove what you owe us and that the copy, microfilm, microfiche or digital image will have the same validity as the original.
- G. **Entire Agreement.** This Agreement is the entire agreement between you and us relating to your Account. This Agreement replaces any prior agreement relating to your Account. In the event of a conflict between this Agreement and any other document, this Agreement will control unless otherwise expressly provided in the other document. This written Agreement is a final expression of the Agreement between you and us. This written Agreement may not be contradicted by evidence of any oral agreement.
- H. **Cardholder.** Your name, address and signature (including any electronic or digital signature) and the date on any application or solicitation or on any sales slip or other evidence of indebtedness on your Account represent your name, address and signature and the date on this Agreement. You promise you have reached the age of majority in the jurisdiction in which you reside.
- **Notice and Cure.** Before starting a lawsuit or arbitration regarding a legal dispute or claim relating to this Agreement or the Account (as more fully defined in the Arbitration Clause, a **“Claim”**), to the extent permitted by applicable law,

the party asserting the Claim (the “**Claimant**”) must give the other party (the “**Defending Party**”) written notice of the Claim (a “**Claim Notice**”). The Claim Notice must explain in reasonable detail the nature of the Claim, any supporting facts and the relief that is demanded. If we are the Claimant, we must send the Claim Notice to you to the address or email address for you maintained in our records. If you are the Claimant, you or an attorney you have personally hired must send the Claim Notice to WebBank, c/o OneMain Financial, Attn. Legal Department, **PO Box 59, Evansville IN 4770** (or such other address as we subsequently provide you). You (or your attorney) must provide your full name, the last five digits of your Account number and a phone number where you (or your attorney) can be reached. An attorney sending a Claim Notice on your behalf must attach to the Claim Notice a writing signed by you, explicitly authorizing the attorney to act on your behalf. Once a Claim Notice is sent, the Claimant must give the Defending Party a reasonable opportunity over the next 30 days to resolve the Claim on an individual basis. The Claimant must reasonably cooperate in providing any information about the Claim that the Defending Party reasonably requests.

ARBITRATION CLAUSE—EXHIBIT A

This Clause is part of the Agreement and is legally binding. For purposes of this Clause, our Notice Address is: WebBank, c/o OneMain Financial, Attn: Legal Department, P.O. Box 59, Evansville, IN 47701.

ARBITRATION AGREEMENT AND WAIVER OF JURY TRIAL

PLEASE READ THIS ARBITRATION AGREEMENT AND WAIVER OF JURY TRIAL ("Arbitration Agreement") CAREFULLY AS IT AFFECTS YOUR RIGHTS. IT PROVIDES THAT ANY DISPUTE MAY BE RESOLVED BY BINDING ARBITRATION. ARBITRATION REPLACES THE RIGHT TO GO TO COURT. YOU WILL NOT BE ABLE TO BRING A CLASS ACTION OR OTHER REPRESENTATIVE ACTION, NOR WILL YOU BE ABLE TO BRING ANY CLAIM IN ARBITRATION AS A CLASS ACTION OR OTHER REPRESENTATIVE ACTION. YOU WILL NOT BE ABLE TO BE PART OF ANY CLASS ACTION OR OTHER REPRESENTATIVE ACTION BROUGHT BY ANYONE ELSE, OR BE REPRESENTED IN A CLASS ACTION OR OTHER REPRESENTATIVE ACTION. IN THE ABSENCE OF THIS ARBITRATION AGREEMENT, YOU AND WE MAY OTHERWISE HAVE HAD A RIGHT OR OPPORTUNITY TO BRING CLAIMS IN A COURT, BEFORE A JUDGE OR JURY, AND/OR TO PARTICIPATE OR BE REPRESENTED IN A CASE FILED IN COURT BY OTHERS (INCLUDING CLASS ACTIONS AND OTHER REPRESENTATIVE ACTIONS). OTHER RIGHTS THAT YOU WOULD HAVE IF YOU WENT TO A COURT, SUCH AS DISCOVERY OR THE RIGHT TO APPEAL THE DECISION MAY BE MORE LIMITED. EXCEPT AS OTHERWISE PROVIDED BELOW, THOSE RIGHTS ARE WAIVED.

DESCRIPTION OF ARBITRATION. Arbitration is a method of resolving claims and disputes between parties without having to file a lawsuit in court. It is a process in which both sides present their case to a neutral third person--the arbitrator--instead of a judge or jury, to resolve the dispute.

WAIVER OF JUDGE OR JURY TRIAL. UNDER THIS AGREEMENT, BOTH WE AND YOU ARE VOLUNTARILY WAIVING ANY RIGHT TO A JURY TRIAL OR JUDGE TRIAL OF ALL CLAIMS AND DISPUTES COVERED BY THIS ARBITRATION AGREEMENT TO THE FULLEST EXTENT PERMITTED BY LAW.

CLAIMS AND DISPUTES COVERED. Except for those claims mentioned below under the heading "MATTERS NOT COVERED BY ARBITRATION," either You or We may, without the other's consent, elect to resolve all claims and disputes between us arising from or relating in any way to this Agreement ("Covered Claims") by binding arbitration. Covered Claims include, but are not limited to, all claims and disputes arising out of, in connection with, or relating to:

This Agreement with Us; any rewards terms or other terms associated with the Account; any previous retail credit agreement ("Retail Contract") assigned to Us and any previous loan from or assigned to Us, whether any of the foregoing may be open-end or closed-end; all documents, promotions, advertising, actions, or omissions relating to the Account or any previous loan or Retail Contract made by or assigned to Us; any insurance product, service contract, membership plan or warranty purchased in connection with this or any previous loan or Retail Contract made by or assigned to Us; any product or service offered to our customers with any assistance or involvement by Us; whether the claim or dispute must be arbitrated; the validity, enforceability, and scope of this Arbitration Agreement (except as expressly set forth in subsection G. below) and the Agreement, my understanding of them, or any defenses as to the validity, scope, and enforceability of this Arbitration Agreement and the Agreement; any negotiations between You and Us; the closing, servicing, collecting, or enforcement of any transaction covered by this Arbitration Agreement; any allegation of fraud or misrepresentation; any claim based on or arising under any federal, state, or local law, statute, regulation, ordinance, or rule; any claim based on state or federal property laws; any claim based on the improper disclosure of any information protected under state or federal consumer privacy laws; any claim or dispute based on any alleged tort (wrong), including intentional torts; any claim for damages or attorneys' fees; and any claim for injunctive, declaratory, or equitable relief.

COVERED CLAIMS AGAINST THIRD PARTIES. This Arbitration Agreement also covers any claim or dispute between me and any of Lender's parent corporation(s), subsidiaries, employees, officers, agents, directors, affiliates, licensees, predecessors, assigns, and any purchaser of your account or any interest therein, and all of their officers, directors, employees, agents, and assigns or any and all of them. Additionally, "we," "us" and "our" shall include any originator or later holder of this Agreement or any interest in your Account, as well as any third party providing benefits, services, or products in connection with your Account, including but not limited to any entities which provided insurance in connection with this or any previous transactions between me and Lender; any third parties that assigned Retail Contracts or other agreements to Lender; any third party that provides me any product or service which I purchased with the assistance or involvement of Lender. This Arbitration Agreement also covers any claim or dispute between me and; any of the employees, officers, agents, or directors of any of the foregoing third parties.

MATTERS NOT COVERED BY ARBITRATION. You agree that We do not have to initiate arbitration before exercising lawful self-help remedies or judicial remedies of garnishment, repossession, replevin or foreclosure, but instead may proceed in court for those judicial remedies. You may assert in court any defenses You may have to Our claims in such a lawsuit, but any claim or counterclaim for rescission or damages You may have arising out of, relating to, or in connection with Our exercise of those remedies must be arbitrated. Instead of pursuing arbitration, either You or We also have the option to bring

a lawsuit in court to seek to recover the monetary jurisdictional limit of a small claims or equivalent court in Your state (including costs and attorneys' fees), provided that no relief other than such recovery is requested in such lawsuit (an "Excluded Damages Lawsuit"). If an Excluded Damages Lawsuit is filed, the other party cannot require that the claims in that lawsuit be arbitrated. An Excluded Damages Lawsuit can be brought to recover money for You or Us only, not for any class or group of persons having similar claims. If such an Excluded Damages Lawsuit is filed by You or Us, and any party to that lawsuit files an amendment, counterclaim, cross-claim, or third-party claim seeking to recover more than my state's small claims or equivalent court's monetary jurisdictional limit, then that claim, counterclaim, cross-claim, or third-party claim must be arbitrated in accordance with the procedures set forth in this Arbitration Agreement. Neither you nor we shall be deemed to have waived any arbitration rights by the fact of having exercised any self-help or judicial remedies of garnishment, repossession, replevin or foreclosure or by having filed in court an Excluded Damages Lawsuit.

REMEDIES. Except as provided below in the section entitled "**CLASS AND REPRESENTATIVE ACTION WAIVER**," the arbitrator is authorized to award any damages or other relief available to an individual claimant under applicable law. For avoidance of doubt, you may seek public injunctive relief in arbitration, and the arbitrator is expressly authorized to award public injunctive relief if it is warranted under the law.

CLASS AND REPRESENTATIVE ACTION WAIVER. By agreeing to this Arbitration Clause, you agree that neither you nor we will have the right to (i) participate in a class action or other representative action in court or in arbitration, either as a class representative, class member or class opponent; or (ii) join or consolidate your Covered Claims involving you with Covered Claims involving any other person. As explained in the "**REMEDIES**" section above, this waiver does not limit your right to seek public injunctive relief in arbitration if it is warranted under the law.

GOVERNING LAW. The Federal Arbitration Act (9 U.S.C. §§ 1-16) ("FAA") governs the interpretation and enforcement of this Arbitration Agreement. For avoidance of doubt, you and we agree that in the event there is a dispute over the enforceability or scope of this Arbitration Agreement, the FAA's substantive and procedural provisions will govern that dispute.

SURVIVAL AND SEVERABILITY. This Arbitration Agreement shall survive the full payment of any amounts due under this agreement; any rescission or cancellation of this Agreement; any exercise of a self-help remedy; our sale or transfer of this Agreement (in whole or in part) or our rights under this Agreement; any legal proceeding by us to collect a debt owed by you; and your (or our) bankruptcy. If any part of this Arbitration Agreement is declared unenforceable, then you and we agree that such specific part or parts shall have no force or effect and shall be severed, but the remainder of this Arbitration Agreement shall continue in full force and effect. If, however, the section setting forth the waiver of the right to bring or participate in a class or representative action is found to be unenforceable, then the entire Arbitration Agreement shall be null and void with respect to the particular Covered Claim in connection with which such a finding was made. The determination of the validity of the enforceability of the class and representative action waiver is to be made by the court and not the arbitrator.

AMENDMENTS TO THE ARBITRATION AGREEMENT. Section 1.D of the Agreement does not apply to this Arbitration Agreement. Instead, the following terms apply to amendment of this Arbitration Agreement. You and we agree that we have the right to amend this Arbitration Agreement, and that if we make any amendment to this Arbitration Agreement, that amendment shall be effective upon our provision of written notice to you. We will notify you of the amendments to this Arbitration Agreement either by mail to your address on file with us, or by email to your email address on file with us (if any). You agree that notice by mail or by email is sufficient, and that we do not need to provide notice by both mail and email. Any amendment to the Arbitration Agreement shall not apply to any Covered Claim against us that accrued prior to the effective date of the amendment. Instead, the amendment shall apply to all other Covered Claims that have arisen or may arise between you and us. If you do not agree to the amended terms, you may reject the amended Arbitration Agreement and you will not be bound by it. To reject the amended terms, you must send us written notice of your rejection within 30 days after the date we provided notice of the amendment. You must include your name, address, and account number. The notice of rejection must be mailed to WebBank, c/o OneMain Financial, Attn. Legal Department, P.O. Box 981037, Boston, MA 02298-1037. This is the only way that you can reject amendments to this Arbitration Agreement.

ARBITRATION RULES AND PROCEDURES.

A. ARBITRATION FORUM AND RULES. The arbitration will be conducted under the rules and procedures of the American Arbitration Association ("AAA") in effect at the time arbitration is started and under the rules set forth in this Arbitration Agreement. At my request, Lender will provide me a copy of the AAA Consumer Rules ("Rules"). I may also obtain a copy of those Rules by calling AAA at 1-800-778-7879 or by reviewing AAA's web-site at <http://www.adr.org/consumer>. In the event that AAA is either unable, unwilling, or deemed not appropriate by a court to resolve a Covered Claim, or I object to the AAA for good cause, then Lender and I agree to submit all disputes to Judicial Arbitration and Mediation Services, Inc. ("JAMS") for proceedings conducted pursuant to JAMS' Comprehensive Arbitration Rules. If there is a conflict between the rules of the AAA (or JAMS) and this Arbitration Agreement, this Arbitration Agreement will govern. If both of the designated arbitration forums cannot or will not administer the arbitration and the Lender and I cannot reach an agreement on a substitute, it remains Lender's and my intent that Covered Claims be arbitrated and that a court appoint an arbitrator pursuant to 9 U.S.C. § 5. Any court-appointed arbitrator must be an actively-licensed attorney or retired judge who has been in good standing with the bar for at least ten years.

B. SELECTION OF ARBITRATOR. AAA (or JAMS) maintains lists of approved arbitrators. AAA (or JAMS) will provide Lender and me each a list of seven possible arbitrators. We and You will each have an opportunity to strike three persons from that list. You will make the first strike, and We and You will alternate in making strikes after that. After the last strike, the remaining person shall then serve as arbitrator.

C. STARTING ARBITRATION. If You or We elect to arbitrate a Covered Claim, the electing party must notify the other party in writing. This notice can be given after the beginning of a lawsuit and can be given by way of a motion or other papers filed in the lawsuit. Otherwise, your notice must be sent to Us at the address shown for Us in this Agreement, unless You have received notice of a new address for Lender or agent. Except as described below, nothing in this Arbitration Agreement shall limit the arbitrator's ability to enforce any of my rights or impose any remedies available to me under any applicable consumer protection laws or regulations. To start an arbitration, You and We agree to follow the rules of the applicable arbitration forum (*i.e.*, AAA, or JAMS).

D. COSTS OF ARBITRATION. The AAA (or JAMS) charges certain fees in connection with arbitration proceedings. Except in Texas, You may have to bear some of these fees; however, if You are not able to pay such fees or think they are too high, We will consider any reasonable request to bear the cost. Lender will also bear any costs Lender is required to bear by law or by the terms of any other agreement with me. To the extent permitted by law, each party will also pay for its own costs, including fees for attorneys, experts, and witnesses, unless otherwise provided by the terms of any other agreement between the parties.

E. CONDUCT AND LOCATION OF PROCEEDINGS. The arbitrator shall be bound by the Federal Rules of Evidence; however, the federal or any state rules of procedure or discovery shall not bind the arbitrator. The arbitrator's findings, reasoning, decision and award shall be set forth in writing and shall be based upon and be consistent with the law of the jurisdiction that applies to the loan or other agreement between Lender and me. The arbitrator must abide by all applicable laws protecting the attorney-client privilege, the attorney work product doctrine, or any other applicable privileges. If an in-person arbitration hearing is necessary, the hearing will take place in a location that is reasonable convenient for you as determined by the arbitrator.

F. ENFORCEMENT AND APPEAL OF DECISION. The right to appeal is more limited in arbitration than in court and other rights available in court may not be available in arbitration. The decision and judgment of the arbitrator shall be final, binding and enforceable in any court having jurisdiction over the parties and the dispute; however, for Covered Claims resulting in an award of \$100,000 or more (including costs and attorneys' fees) or claims involving public injunctive relief, any party may appeal the award, at its own cost, except as provided by law, to a three-arbitrator panel appointed by the AAA (or JAMS). That panel will reconsider from the start any aspect of the initial award that either party asserts was incorrectly decided. The decision of the panel shall be by majority vote and shall be final and binding, except as provided below. The arbitrator's (or panel's) findings, decision and award shall be subject to judicial review on the grounds set forth in 9 U.S.C. § 10, as well as on the grounds that the findings, decision and award are manifestly inconsistent with the terms of this Arbitration Agreement and any applicable laws or rules.

G. LIMITATION OF PROCEEDINGS. You and We agree that the arbitrator will be restricted to resolving only the claims, disputes or controversies between Lender and me and the other parties covered by this particular Agreement (and not by similar agreements). Arbitration is not available and shall not be conducted on a class-wide basis or consolidated with other claims or demands of other persons.

ADDITIONAL NOTICES AND DISCLOSURES—EXHIBIT B

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 Periodic Statement

If you think there is an error on your statement, write to us at:

WebBank c/o OneMain Financial
P.O. Box 981037
Boston, MA 02298-1037

In your letter, give us the following information:

- Card 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.

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.
2. Within 90 days of receiving your letter, we must either correct the error or explain to you why we believe the bill is correct.

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

- We cannot try to collect the amount in question or report you as delinquent on that amount.
- The charge in question may remain on your 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 of the rules above, you do not have to pay the first \$50 of the amount you question even if your bill is correct.

Your Rights If You Are Dissatisfied With Your 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:

WebBank c/o OneMain Financial
P.O. Box 981037
Boston, MA 02298-1037

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.

State Notices

Notice to Delaware and Oregon Residents: Service charges not in excess of those permitted by law will be charged on the outstanding balance from month to month. You may pay more than the minimum payment due, up to your entire balance, at any time.

Notice to Iowa, Missouri, Nebraska, And Texas Residents: Oral agreements or commitments to loan money, extend credit or forbear from enforcing repayment of debt, including promises to extend or renew such debt, are not enforceable. To protect you and us from any misunderstanding or disappointment, any agreements we reach covering such matters are contained in this writing, which is the complete and exclusive statement of the agreement between us, except as we may later agree in writing to modify it.

Notice to Massachusetts Residents: Massachusetts law prohibits discrimination based upon marital status or sexual orientation.

Notice to New Jersey Residents: The section headings of this Agreement are a table of contents and not contract terms. Portions of this Agreement with references to actions taken to the extent of applicable law apply to acts or practices that New Jersey law permits or requires. In this Agreement, acts or practices by us (1) that are or may be permitted by "applicable law" are permitted by New Jersey law and (2) that may or will be taken unless prohibited by "applicable law" are permitted by New Jersey law.

Notice to Rhode Island and Vermont Residents: A consumer credit report may be ordered in connection with this application, or subsequently for purposes of review or collection of the Account, increasing the credit line on the Account, or other legitimate purposes associated with the Account. If you are a Vermont resident, you consent to the obtaining of such reports by signing or otherwise submitting a credit application.