

Discover Bank • Your Credit Score and the Price You Pay for Credit

YOUR CREDIT SCORE																			
Your credit score	FICO: 749 Source: Experian Date: 03/08/2023																		
UNDERSTANDING YOUR CREDIT SCORE																			
What you should know about credit scores	<p>Your credit score is a number that reflects the information in your credit report.</p> <p>Your credit report is a record of your credit history. It includes information about whether you pay your bills on time and how much you owe to creditors.</p> <p>Your credit score can change depending on how your credit history changes.</p>																		
How we use your credit score	Your credit score can affect whether you can get a loan and how much you will have to pay for that loan.																		
The range of scores	<p>Scores range from a low of 300 to a high of 850.</p> <p>Generally, the higher your score, the more likely you are to be offered better credit terms.</p>																		
How your score compares to the scores of other consumers	<table border="1"> <caption>FICO® Score 8 Range vs. % of Consumers</caption> <thead> <tr> <th>FICO® Score 8 Range</th> <th>% of Consumers</th> </tr> </thead> <tbody> <tr> <td>316-499</td> <td>3%</td> </tr> <tr> <td>500-549</td> <td>6%</td> </tr> <tr> <td>550-599</td> <td>7%</td> </tr> <tr> <td>600-649</td> <td>9%</td> </tr> <tr> <td>650-699</td> <td>12%</td> </tr> <tr> <td>700-749</td> <td>19%</td> </tr> <tr> <td>750-799</td> <td>23%</td> </tr> <tr> <td>800-850</td> <td>21%</td> </tr> </tbody> </table> <p><small>© 2022 FICO; © 2022 Experian; All rights reserved. Experian® 2022</small></p>	FICO® Score 8 Range	% of Consumers	316-499	3%	500-549	6%	550-599	7%	600-649	9%	650-699	12%	700-749	19%	750-799	23%	800-850	21%
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CHECKING YOUR CREDIT REPORT																			
What if there are mistakes in your credit report?	<p>You have the right to dispute any inaccurate information in your credit report. If you find mistakes in your credit report, contact the consumer reporting agency.</p> <p>It is a good idea to check your credit report to make sure the information it contains is accurate.</p>																		
How can you obtain a copy of your Credit Report?	<p>Under Federal law, you have the right to obtain a free copy of your credit report from each of the nationwide consumer reporting agencies once a year.</p> <p>To order your free annual credit report:</p> <p>By telephone: Call toll free 1-877-322-8228</p> <p>On the web: Visit www.annualcreditreport.com</p> <p>By mail: Mail your completed Annual Credit Report Request Form (which you can obtain from the Federal Trade Commission's website at http://www.ftc.gov/bcp/online/include/requestformfinal.pdf) to:</p> <p>Annual Credit Report Request Service P.O. Box 105281 Atlanta, GA 30348-5281</p>																		
How can you get more information?	For more information about credit reports and your rights under Federal law, visit the Consumer Financial Protection Bureau's website at www.consumerfinance.gov/learnmore .																		

PRICING SCHEDULE

Interest Rates and Interest Charges	
Annual Percentage Rate (APR) for Purchases	0.00% Intro APR until the last day of your billing period ending during 09/2023. After the intro APR expires, your APR will be 17.49% . This APR will vary with the market based on the Prime Rate.
APR for Balance Transfers	Offer #1 10.99% intro APR for 6 months from date of first transfer, for transfers that post to your account by 06/10/2023. ^{††} After the intro APR expires, your APR will be 17.49% . This APR will vary with the market based on the Prime Rate.
APR for Cash Advances	29.49% This APR will vary with the market based on the Prime Rate.
Penalty APR and When It Applies	None
Paying Interest	Your due date is at least 25 days after the close of each billing period (at least 23 days for billing periods that begin in February). 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 and balance transfers as of the later of the transaction date or the first day of the billing period in which the transaction posted to your Account.
Minimum Interest Charge	If you are charged interest, the charge will be no less than \$0.50.
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	
Set-up and Maintenance Fees • Annual Fee	None
Transaction Fees • Balance Transfer • Cash Advance	Offer #1 Intro fee of 3% of the amount of each transfer for transfers that post to your account by 06/10/2023 with the 10.99% intro APR balance transfer offer described above. After that, 5% of the amount of each transfer. Either \$10 or 5% of the amount of each cash advance, whichever is greater.
Penalty Fees • Late Payment • Returned Payment	None the first time you pay late. After that, up to \$41 . Up to \$41

How We Will Calculate Your Balance: We use a method called "daily balance (including current transactions)." See your Cardmember Agreement for more details.

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

^{††} See the terms of the applicable balance transfer offer for details.

CONTINUED ON REVERSE SIDE

Additional Interest Rate Information

	Rate Plan¹	Annual Percentage Rate	Daily Periodic Rate	Expiration Date²
Purchases	V=PRIME+9.74%	17.49%	0.04792%	
Cash Advances	V=PRIME+21.74%	29.49%	0.08079%	
Intro Purchase Rate		0.00%	0.00000%	09/2023
Intro BT Offer 1		10.99%	0.03011%	6 months ⁴

¹ V=Variable rate. Variable rates are as of February 28, 2023, and will vary with the market based on the Prime Rate.

² Expiration dates are the last day of the billing period ending during the month indicated.

⁴ From date of first transfer, for transfers under this offer that post to your account by 06/10/2023.



CARDMEMBER AGREEMENT

Thank you for choosing Discover® card. This Agreement explains the current terms and conditions of your Account. The enclosed Pricing Schedule is part of this Agreement. Please read this Agreement, including the Pricing Schedule, carefully. Keep them for your records. Contact us if you have any questions. We have included a “Definitions” section for your reference on page 3.

ACCEPTANCE OF AGREEMENT

You accept this Agreement if you do not cancel your Account within 30 days after receiving a Card. You also accept this Agreement if you or an Authorized User use the Account. You may, however, reject the “Arbitration of Disputes” section as explained in that section.

CHANGES TO YOUR AGREEMENT

The rates, fees and terms of this Agreement may change from time to time. We may add or delete any term to this Agreement. 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

Permitted Uses	You may use your Account for Purchases, Balance Transfers and Cash Advances. You may not use it for illegal transactions.	
Authorized Users	You may request additional Cards for Authorized Users to make transactions on your Account. You must notify us if you wish to cancel the authority of an Authorized User to use your Account. You are responsible for all charges made by your Authorized Users.	
Joint Accounts	If your Account is a joint Account <ul style="list-style-type: none"> • each of you agrees to be liable individually and jointly for the entire amount owed on the Account; and • any notice we mail to an address provided by either of you for the Account will serve as notice to both of you. 	
Checks	If we provide you with Checks, we will tell you whether we will treat the Check as a Purchase, Balance Transfer or Cash Advance. You may not use these Checks to pay any amount you owe us.	
Credit Authorizations	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, Check or Account number.	
Credit Lines	We will tell you what your Account credit line is. You must keep your Account balance below your Account credit line. If you do not, we may request immediate payment of the amount by which you exceed it. We may establish a lower credit line for Cash Advances. We may	increase or decrease your Account credit line or your Cash Advance credit line without notice. We may delay increasing your available credit by the amount of any payment that we receive for up to 10 business days.

FEES (See your Pricing Schedule for Additional Fees)

Late Fee	We will not charge a Late Fee the first time you do not make the Minimum Payment Due by the Payment Due Date. After that, if you do not pay the Minimum Payment Due by the Payment Due Date, we will charge you a Late Fee. The fee is \$30, if you were not charged a Late	Fee during any of the prior six billing periods. Otherwise, the fee is \$41. This fee will never exceed the Minimum Payment Due that was due immediately prior to the date on which the fee was assessed.
Returned Payment Fee	If you make a payment that is not honored by your financial institution, we will charge you a Returned Payment Fee even if the payment is honored after we re-submit it. The fee is \$30 if you were not charged a Returned	Payment Fee during any of the prior six billing periods. Otherwise, the fee is \$41. This fee will never exceed the Minimum Payment Due that was due immediately prior to the date on which the payment was returned to us

ANNUAL PERCENTAGE RATES (“APRs”) (See your Pricing Schedule for the APRs that apply to your Account)

Variable APRs	Your Pricing Schedule may include variable APRs. These APRs are determined by adding the number of percentage points that we specify to the Prime Rate. Variable APRs will increase or decrease when the Prime Rate changes. The APR change will take effect on the first day of the billing period that begins during the same	calendar month that the Prime Rate changes. An increase in the APR will increase your interest charges and may increase your Minimum Payment Due. Your variable APRs will never be less than zero or higher than 29.99%.
Penalty APR	None	

MAKING PAYMENTS

Payment Instructions	<ul style="list-style-type: none"> • You must pay in U.S. dollars. Please do not send cash. Sending cash is not allowed. All checks must be 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. • 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. • We can accept late payments, partial payments or payments marked “payment in full” or with any other restrictive endorsement without losing any of our rights under this Agreement. 	<ul style="list-style-type: none"> • We credit your payments in accordance with the terms contained on your billing statement. • If you mail your payment to an address other than the address designated on your billing statement, there may be a delay in processing and crediting the payment to your Account. • If a third party makes a payment on your Account and we return all or a part of such payment, then we may adjust your Account for any amount returned. We reserve the right to defend ourselves against any demand to return funds we have received, and may agree to a compromise of the demanded amount as part of a settlement.
Minimum Payment Due	<p>You may pay the entire New Balance shown on your billing statement at any time. Each billing period you must pay at least the Minimum Payment Due by the Payment Due Date shown on your billing statement. The Minimum Payment Due will be any amount past due plus the greater of:</p> <ul style="list-style-type: none"> • \$35; or • 2% of the New Balance shown on your billing statement; or • \$20, plus any of the following charges as shown on your billing statement: 	<p>fees for any debt protection product that you enrolled in on or after 2/1/2015; Interest Charges; and Late Fees.</p> <p>The Minimum Payment Due may also include amounts by which you exceed your Account credit line. However, it will never exceed the New Balance. When we calculate the Minimum Payment Due, we may subtract from the New Balance certain fees added to your Account during the billing period. The Minimum Payment Due is rounded up to the nearest dollar.</p>

MAKING PAYMENTS

How We Apply Payments

We apply payments and credits at our discretion, including in a manner most favorable or convenient for us. In all cases, we will apply payments and credits as required by applicable law.

Each billing period, we will generally apply amounts you pay that exceed the Minimum Payment Due to balances with higher APRs before balances with lower APRs as of the date we credit your payment.

INTEREST CHARGES

How We Calculate Interest Charges—Daily Balance Method (including current transactions)

We calculate interest charges each billing period by first figuring the “daily balance” for each Transaction Category. Transaction Categories include standard Purchases, standard Cash Advances and different promotional balances, such as Balance Transfers.

How We Figure the Daily Balance for Each Transaction Category

- We start with the beginning balance for each day. The beginning balance for the first day of the billing period is your balance on the last day of your previous billing period.
- We add any interest charges accrued on the previous day's daily balance and any new transactions and fees. We add any new transactions or fees as of the later of the Transaction Date or the first day of the billing period in which the transaction or fee posted to your Account.
- We subtract any new credits and payments.
- We make other adjustments (including those adjustments required in the “Paying Interest” section).

How We Figure Your Total Interest Charges

- We multiply the daily balance for each Transaction Category by its daily periodic rate. We do this for each day in the billing period. This gives us the interest charges for each Transaction Category. To get a daily periodic rate, we divide the APR that applies to the Transaction Category by 365.
- We add up all the daily interest charges. The sum is the total interest charge for the billing period.
- Due to rounding or a minimum interest charge, the interest calculation may vary from the interest charge actually assessed.

How We Include Fees

We add Balance Transfer Fees to the applicable Balance Transfer Transaction Category. We add Cash Advance Fees to the applicable Cash Advance Transaction Category. We add all other fees to the standard Purchase Transaction Category.

Paying Interest

When Interest Charges Begin

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 as described below. However, you cannot avoid paying interest on Balance Transfers or Cash Advances.

How to Avoid Paying Interest on Purchases (“Grace Period”)

If you pay the New Balance on your current billing statement by the Payment Due Date shown on that billing statement, we will not impose

interest charges on New Purchases. New Purchases are Purchases that first appear on the next billing statement. Interest will continue to accrue each day on Purchases that appeared on previous billing statements until you pay the New Balance in full and will be billed in the next billing cycle.

How We Apply Payments May Impact Your Grace Period

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.

OTHER IMPORTANT INFORMATION

Default

You are in default if:

- you file bankruptcy or another insolvency proceeding is filed by you or against you;
- we have a reasonable belief that you are unable or unwilling to repay your obligations to us;
- you die or are legally declared incompetent or incapacitated;

- 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.

If you are in default, we may declare the entire balance of your Account immediately due and payable without notice.

Collection Costs

If we use an attorney to collect your Account, we may charge you our legal costs as permitted by law. These include reasonable attorneys' fees, court or other collection costs, and fees and costs of any appeal.

Merchant Disputes

If you have a dispute with a merchant, you may request a credit to your Account. If we resolve the dispute in your favor, we will issue a credit to your Account. You assign to us your claim for the credited amount against the merchant and/or any third party. At our request, you agree to provide this assignment in writing.

Automatic Account Information Updates

You may set up automatic billing or store your Account information with an Affiliate, merchant, wallet provider, or other third party (“Permitted Party”). If you do, you authorize us to share your Account information, which may include your rewards account balance, with the Permitted Party, regarding the use of your Account. If your Account information

changes, which may include your billing address, you authorize us to provide this updated information to any such Permitted Party at our discretion. You must contact the Permitted Party directly or remove your credit card information from the Permitted Party website if you wish to stop automatic billing or Account updates.

Our Privacy Policy

We send you our Privacy Policy when you open your Account. Contact us or visit [Discover.com](https://www.discover.com) 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.

Credit Reporting Agency Information

You authorize us to get information from credit reporting agencies and other sources for servicing or review of your Account, collection and any other use permitted by law, including to consider you for other products and services. We may report the status and payment history of your Account to credit reporting agencies and other creditors. We

normally report to credit reporting agencies each month. If you believe that information we reported is inaccurate or incomplete, please write us at Discover, P.O. Box 30939, Salt Lake City, UT 84130-0939. Please include your name, address, home phone number and Account number.

Our Communications with You

You agree that we, our Affiliates, and agents, including service providers (“Authorized Parties”) may contact you, including calls, text message or email, about any current or future accounts or applications, with respect to all products you have with us at any phone number or email (i) you have provided to us, (ii) from which you contacted us, or (iii) which we obtained and believe we can reach you at, even if your phone provider may charge you message and data rates for calls or texts. You agree that the Authorized Parties may record or monitor any calls between you and the Authorized Parties. You agree to notify us if you change or discontinue using any phone number

you provide. You agree that the Authorized Parties may contact you using an automatic dialer or pre-recorded voice message. If you no longer wish to be contacted on your cell phone by an automated dialer or pre-recorded voice message, you must provide us written notice cancelling your consent at this address: Discover Bank, P.O. Box 30937, Salt Lake City, UT 84130-0937. The written notice must include: your name, mailing address, the last four digits of your Account number and the specific cell phone number(s) for which you would like to cancel your consent to be contacted by an automated dialer or pre-recorded voice message.

Unauthorized Use

You must notify us immediately if:

- your Card is lost or stolen; or

- you believe someone is using your Account or a Card without your permission.

Cancellation of Your Account	<ul style="list-style-type: none"> You may cancel your Account. You will remain responsible for any amount you owe us under this Agreement. Any joint Account holder may cancel a joint Account. However, both of you will remain responsible for paying all amounts owed. 	<ul style="list-style-type: none"> We may cancel, suspend or not renew your Account at any time without notice.
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OTHER IMPORTANT INFORMATION

Purchases and Cash Advances in Foreign Currencies	If you make a Purchase or Cash Advance in a foreign currency, we will convert it to U.S. dollars using a rate we choose. This rate will either be a government-mandated rate, a government-published rate or the interbank exchange rate,	depending on the country and currency in which the transaction is made. We use the rate in effect on the conversion date for the transaction. This rate may be different than the rate in effect on the Transaction Date for the transaction.
Governing Law	This Agreement is governed by applicable federal law and by Delaware law. However, in the event you default and we file a lawsuit to recover funds loaned to you, the statute of limitations of the state where the lawsuit is filed will apply, without regard to that state's conflicts of laws principles or its "borrowing statute."	
Severability	Except as set forth in the "Arbitration" section, if any part of this Agreement is found to be invalid, the rest of it will still remain in effect.	
Enforcing this Agreement	We may delay enforcing or not enforce any of our rights under this Agreement without losing or waiving any of them.	
Assignment of Account	We may sell, assign or transfer your Account or any portion of it without notice to you. You may not sell, assign or transfer your Account without first obtaining our prior written consent.	

MILITARY BORROWERS

Statement of MAPR	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: (1) the costs associated with credit insurance premiums; (2) fees for ancillary products sold in connection with the credit transaction;	(3) any application fee charged (other than certain application fees for specified credit transactions or accounts); and (4) any participation fee charged (other than certain participation fees for a credit card account). If you would like more information about whether this section applies to you, please contact us at 1-844-DFS-4MIL (1-844-337-4645) anytime 24/7. If calling outside the U.S. you can contact us at +1-801-451-3730.
Oral Disclosures	Before agreeing to this Agreement, in order to hear important disclosures and payment information about this Agreement, please call 1-844-DFS-4MIL (1-844-337-4645) anytime 24/7. If calling outside the U.S. you can contact us at +1-801-451-3730.	

CONTACT US

Unless we tell you otherwise, you can notify us: • by phone at 1-800-347-3085 or • in writing to Discover, P.O. Box 30943, Salt Lake City, UT 84130-0943. When writing, please include your name, address, home phone number and Account number. You must contact us within 15 days after changing your email address, mailing address or phone number.

DEFINITIONS

<p>"Account" means your Discover card account.</p> <p>"Affiliate" means our parent corporations, subsidiaries and affiliates.</p> <p>"Authorized User" means any person you authorize to use your Account or a Card, whether you notify us or not.</p> <p>"Balance Transfer" means a balance transferred from another creditor to your Account.</p> <p>"Card" means any one or more Discover cards issued to you or someone else with your authorization.</p> <p>"Cash Advance" means the use of your Account for:</p> <ul style="list-style-type: none"> obtaining cash from participating automated teller machines, financial institutions or other locations; and online gambling, or to purchase lottery tickets, money orders, casino chips, foreign currency or similar items. 	<p>"Check" means any check we send to you to access your Account.</p> <p>"Pricing Schedule" means the document entitled "Pricing Schedule," which lists the APRs that apply to your Account and other important information.</p> <p>"Prime Rate" means the highest rate of interest listed as the U.S. Prime rate in the Money Rates section of the online <i>Wall Street Journal</i> (www.wsj.com) on the last business day of the month.</p> <p>"Purchase" means the use of your Account to purchase or lease goods or services at participating merchants.</p> <p>"We," "us" and "our" refer to Discover Bank, the issuer of your Card.</p> <p>"You," "your" or "yours" refer to you and any other person(s) who are also contractually liable under this Agreement.</p> <p>"Transaction Date" means the date shown on your billing statement for a transaction or fee.</p>
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ARBITRATION

Agreement to Arbitrate. In the event of a dispute between you and us arising out of or relating to this Account or the relationships resulting from this Account or any other dispute between you or us, including, for example, a dispute based on a federal or state statute or local ordinance ("Claim"), either you or we may choose to resolve the Claim by binding arbitration, as described below, instead of in court. Any Claim (except for a Claim challenging the validity or enforceability of this arbitration agreement, including the Class Action Waiver) may be resolved by binding arbitration if either party requests it. THIS MEANS IF EITHER YOU OR WE CHOOSE ARBITRATION, NEITHER PARTY WILL HAVE THE RIGHT TO LITIGATE SUCH CLAIM IN COURT OR TO HAVE A JURY TRIAL. ALSO DISCOVERY AND APPEAL RIGHTS ARE LIMITED IN ARBITRATION.

Even if all parties have opted to litigate a Claim in court, you or we may elect arbitration with respect to any Claim made by a new party or any new Claims later asserted in that lawsuit.

This arbitration agreement does not apply if, on the date you submit your Application or on the date we seek to invoke this arbitration agreement, you are a member of the Armed Forces or a dependent of such a member covered by the federal Military Lending Act. If you would like more information about

whether you are covered by the Military Lending Act, please contact us at 1-844-DFS-4MIL (1-844-337-4645) or if you are calling from outside the US at +1-801-451-3730.

CLASS ACTION WAIVER. ARBITRATION MUST BE ON AN INDIVIDUAL BASIS. THIS MEANS NEITHER YOU NOR WE MAY JOIN OR CONSOLIDATE CLAIMS IN ARBITRATION BY OR AGAINST OTHER CARDMEMBERS, OR LITIGATE IN COURT OR ARBITRATE ANY CLAIMS AS A REPRESENTATIVE OR MEMBER OF A CLASS OR IN A PRIVATE ATTORNEY GENERAL CAPACITY.

The arbitrator may award injunctive relief only in favor of the individual party seeking relief and only to the extent necessary to provide relief warranted by that party's individual Claim. The arbitrator may not award class, representative, or public injunctive relief. If a court decides that applicable law precludes enforcement of any of this paragraph's limitations as to a particular Claim for relief, then after all appeals from that decision have been exhausted, that Claim (and only that Claim) must be severed from the arbitration and may be brought in court. Only a court, and not an arbitrator, shall determine the validity, scope, and effect of the Class Action Waiver.

Your and Our Right To Go To Small Claims Court. You and we will not choose to arbitrate any individual Claim you or we bring in small claims court (or an equivalent court). This means you or we may bring an action in small claims court (or an equivalent court) without being subject to arbitration. However, if a Claim is transferred, removed, or appealed from small claims court to a different court, or if any Claim brought in small claims court exceeds the small claims court limit, you or we may then choose to arbitrate.

Governing Law and Rules. This arbitration agreement is governed by the Federal Arbitration Act ("FAA"). Arbitration must proceed only with the American Arbitration Association ("AAA"). The rules for the arbitration will be those in this arbitration agreement and the procedures of the AAA, but the rules in this arbitration agreement will be followed if there is disagreement between the agreement and the AAA's procedures. If the AAA's procedures change after the Claim is filed, the procedures in effect when the Claim was filed will apply.

ARBITRATION

For a copy of the AAA's procedures, to file a Claim or for other information, please contact the AAA at 1101 Laurel Oak Rd., Voorhees, NJ 08043, www.adr.org.

If the AAA is completely unavailable, and if you and we cannot agree on a substitute, then either you or we may request that a court with jurisdiction appoint a substitute.

Fees and Costs. If you wish to begin arbitration against us but you cannot afford to pay your share of the AAA's or arbitrator's costs and cannot obtain a waiver of costs from the AAA, we will advance those costs if you ask us in writing and are acting in good faith. Any request like this should be sent to Discover, P.O. Box 30421, Salt Lake City, UT 84130-0421. If you lose the arbitration, the arbitrator will decide whether you must reimburse us for money we advanced for you for the arbitration. If you win the arbitration, we will not ask for reimbursement of money we advanced. Additionally, if you win the arbitration, the arbitrator may decide that you are entitled to be reimbursed your reasonable attorneys' fees and costs (if actually paid by you). The arbitrator may also allocate compensation, expenses, and administrative fees (which include filing and hearing fees) to any party upon the arbitrator's determination that the party's claim or counterclaim was filed for purposes of harassment or is patently frivolous.

Hearings and Decisions. Arbitration hearings will take place in the federal judicial district where you live. A single arbitrator will be appointed. The arbitrator must:

- Follow all applicable substantive law, except when contradicted by the FAA;
- Follow applicable statutes of limitations;
- Honor valid claims of privilege; and
- Issue a written decision including the reasons for the award.

The arbitrator's decision will be final and binding except for any review allowed by the FAA. However, if more than \$100,000

was genuinely in dispute, then either you or we may choose to appeal to a new panel of three arbitrators. The appellate panel is completely free to accept or reject the entire original award or any part of it. The appeal must be filed with the AAA not later than 30 days after the original award issues. Appeal costs will be allocated consistent with the AAA's Consumer Arbitration Rules and Due Process Protocol.

Any arbitration award may be enforced (such as through a judgment) in any court with jurisdiction. Any finding, award, or judgment from an arbitration of any Claim shall apply only to that arbitration. No finding, award, or judgment from any other arbitration shall impact the arbitration of any Claim.

Claim Notice and Special Payment. If you have a Claim, before initiating an arbitration proceeding, you may give us written notice of the Claim ("Claim Notice") at least 30 days before initiating the arbitration proceeding. The Claim Notice must include your name, address, and account number and explain in reasonable detail the nature of the Claim and any supporting facts. Any Claim Notice shall be sent to us at Discover, P.O. Box 794, Deerfield, IL 60015 (or such other address as we shall subsequently provide to you). If, and only if, (1) you submit a Claim Notice in accordance with this agreement on your own behalf (and not on behalf of any other party); and (2) an arbitrator, after finding in your favor in any respect on the merits of your Claim, issues you an award that (excluding any arbitration fees or attorneys' fees and costs awarded by the arbitrator) is greater than the value of Discover's last written settlement offer made before an arbitrator was selected, then you will be entitled to the amount of the award or \$7,500, whichever is greater. If you are entitled to the \$7,500, you will receive in addition any arbitration fees or attorneys' fees and costs awarded by the arbitrator.

Other Beneficiaries of this Agreement. In addition to you and us, the rights and duties described in this arbitration agreement apply to: our Affiliates, successors, subsidiaries, and our and

their officers, directors and employees; any third party co-defendant of a Claim subject to this arbitration agreement; and all joint Accountholders and Authorized Users of your Account(s).

Survival of this Agreement. This arbitration agreement shall survive:

- closing of your Account;
- voluntary payment of your Account or any part of it;
- any legal proceedings to collect money you owe;
- any bankruptcy by you; and
- any sale, assignment, or transfer by us of your Account.

You Have the Right to Reject Arbitration for this Account. You may reject the arbitration agreement but only if we receive from you a written notice of rejection within 30 days of your receipt of the Card after your Account is opened. You must send the notice of rejection to: Discover, P.O. Box 30938, Salt Lake City, UT 84130-0938.

Your rejection notice must include your name, address, phone number, Account number and personal signature. No one else may sign the rejection notice for you. Your rejection notice must not be sent with any other correspondence. Rejection of arbitration will not affect your other rights or responsibilities under this Agreement. If you reject arbitration, neither you nor we will be subject to the arbitration agreement for this Account. Rejection of arbitration for this Account will not constitute rejection of any prior or future arbitration agreement between you and us.

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, write to us at:

Discover
P.O. Box 30421
Salt Lake City, UT 84130-0421.

You may also contact us on the Web: <https://discover.com/billingerrornotice>

In your letter or on the Web, please 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.
- By 5:00 P.M. ET on the date 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 or electronically. You may call us, but if you do we are not necessarily required to investigate any potential errors and you may have to pay the amount in question.

What Will Happen After We Receive Your Letter or Web Submission

When we receive your written or electronic notice, we must do two things:

1. Within 30 days of receiving your notice, we must tell you that we received it. We will also tell you if we have already corrected the error.
2. Within 90 days of receiving your notice, 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 continue to appear on your statement.
- 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 (or visit <https://discover.com/billingerrornotice>) 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.

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

Discover
P.O. Box 30945
Salt Lake City, UT 84130-0945
<https://discover.com/billingerrornotice>

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.

FACTS

WHAT DOES DISCOVER BANK DO WITH YOUR PERSONAL INFORMATION?

Why?	Financial companies choose how they share your personal information. Federal law gives consumers the right to limit some but not all sharing. Federal law also requires us to tell you how we collect, share, and protect your personal information. Please read this notice carefully to understand what we do.
What?	<p>The types of personal information we collect and share depend on the product or service you have with us. This information can include:</p> <ul style="list-style-type: none"> • Social Security number and account transactions • account balances and payment history • transaction history and credit history
How?	All financial companies need to share customers' personal information to run their everyday business. In the section below, we list the reasons financial companies can share their customers' personal information; the reasons Discover Bank chooses to share; and whether you can limit this sharing.

Reasons we can share your personal information	Does Discover Bank share?	Can you limit this sharing?
For our everyday business purposes— such as to process your transactions, maintain your account(s), respond to court orders and legal investigations, or report to credit bureaus	Yes	No
For our marketing purposes— to offer our products and services to you	Yes	No
For joint marketing with other financial companies	Yes	No
For our affiliates' everyday business purposes— information about your transactions and experiences	Yes	No
For our affiliates' everyday business purposes— information about your creditworthiness	Yes	Yes
For our affiliates to market to you	Yes	Yes
For nonaffiliates to market to you	Yes	Yes*

To limit our sharing	<p>• Call 1-800-225-5202—our menu will prompt you through your choices</p> <p>Please note:</p> <p>If you are a <i>new</i> customer, we can begin sharing your information 30 days from the date we sent this notice. When you are <i>no longer</i> our customer, we continue to share your information as described in this notice. However, you can contact us at any time to limit our sharing.</p>
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Questions?	Call 1-800-347-2683
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*If you have a co-brand/affinity account with us, we may share information about you with our co-brand/affinity partners in connection with maintaining and servicing your account, including for that partner to market to you. Federal law does not give you the right to limit this sharing.

Who we are	
Who is providing this notice?	This privacy policy is being provided by Discover Bank and applies to the family of Discover cards for consumers and businesses and the products and services offered in connection with those cards.
What we do	
How does Discover Bank protect my personal information?	To protect your personal information from unauthorized access and use, we use security measures that comply with federal law. These measures include computer safeguards and secured files and buildings.
How does Discover Bank collect my personal information?	<p>We collect your personal information, for example, when you</p> <ul style="list-style-type: none"> · open an account or use your credit card or debit card · give us your contact information or pay your bills · provide employment information <p>We also collect your personal information from others, such as credit bureaus, affiliates, or other companies.</p>
Why can't I limit all sharing?	<p>Federal law gives you the right to limit only</p> <ul style="list-style-type: none"> · sharing for affiliates' everyday business purposes—information about your creditworthiness · affiliates from using your information to market to you · sharing for nonaffiliates to market to you <p>State laws and individual companies may give you additional rights to limit sharing. See below for more on your rights under state law.</p>
What happens when I limit sharing for an account I hold jointly with someone else?	Your choices will apply to everyone on your account.

Definitions	
Affiliates	<p>Companies related by common ownership or control. They can be financial and nonfinancial companies.</p> <ul style="list-style-type: none"> · <i>our affiliates include companies with a Discover or DFS name and financial companies such as Diners Club International Ltd.; PULSE Network LLC; The Student Loan Corporation; and GTC Insurance Agency, Inc.</i>
Nonaffiliates	<p>Companies not related by common ownership or control. They can be financial and nonfinancial companies.</p> <ul style="list-style-type: none"> · <i>nonaffiliates we share with can include retailers</i>
Joint marketing	<p>A formal agreement between nonaffiliated financial companies that together market financial products or services to you.</p> <ul style="list-style-type: none"> · <i>our joint marketing partners can include institutions such as insurance companies</i>

Other important information	
<p>Vermont Residents—We will not disclose information about your creditworthiness to our affiliates and will not disclose your personal information, financial information, credit report, or health information to nonaffiliated third parties to market to you, other than as permitted by Vermont law, unless you authorize us to make those disclosures. Find additional information about our privacy policies at www.discover.com/privacy-statement or by calling 1-800-347-2683.</p>	
<p>California Residents—Except as permitted by law, we will not share information we collect about you with nonaffiliates or joint marketing partners while you are a resident of California.</p>	
<p>Nevada Residents—You may call 1-800-347-2683 to be placed on our Do Not Call List. For more information, mail Discover Card, P.O. Box 30943, Salt Lake City, UT 84130, or visit www.discover.com. You may also contact the Bureau of Consumer Protection, Office of the Nevada Attorney General, 555 E. Washington Avenue, Suite 3900, Las Vegas, NV 89101, call 702-486-3132, or e-mail BCPINFO@ag.state.nv.us. This notice is provided pursuant to state law.</p>	

Discover it® Card Cashback Bonus*

Program Terms and Conditions

Important information about the program

These Terms and Conditions give you detailed information about how our Cashback Bonus Program works. This is a separate and independent agreement from the Cardmember Agreement; however, it is subject to the Arbitration of Disputes section of the Cardmember Agreement, which is incorporated herein.

When you, or an Authorized User, use your Account or Card, it means you accept these Terms and Conditions. The word "Account" means your Discover it® Card account. This information is provided to you, the Cardmember, from us, Discover Bank, the issuer of your Discover it Card (the "Card").

Earning Cashback Bonus

You earn cash rewards, called **Cashback Bonus**, only when they're processed, which may be after your transaction date. Rewards are paid out based on the transaction date provided by the merchant. Discover does not determine the transaction date. Some merchants may provide a transaction date that may be different than the day the purchase was initiated. Your **Cashback Bonus** is calculated on each purchase, accumulates daily, and is rounded to the nearest cent. Your accumulated **Cashback Bonus** is then applied to your Cashback Bonus account at the end of each billing period. It may take 1-2 billing periods after a transaction has been processed for your **Cashback Bonus** to be added.

You will not earn **Cashback Bonus** on cash advances, portion of purchases paid with rewards, balance transfers, transfers from Discover® checking or other deposit accounts, illegal transactions, or on any cash you receive in connection with a purchase at the point of sale through our Cash at Checkout feature. Purchases made through third-party payment accounts, mobile or wireless card readers, digital wallets, or similar technology will not be eligible if the technology does not provide sufficient transaction details for rewards qualification.

You earn Cashback Bonus on every purchase you make with your Card, as described below

5% Cashback Bonus Program Purchases

You can earn 5% **Cashback Bonus**, up to the quarterly maximum, on purchases made at select merchants or in certain merchant categories that change throughout the year.

You must activate each quarter either online at Discover.com, through our one-click email, our mobile app, or by calling 1-800-347-2683. We'll give you all the details for each quarter, including the type of purchases that are eligible ("Program Purchases"), and any limits on the amount of **Cashback Bonus** you can earn. We may prevent you from activating your rewards based on your account status.

We calculate your **Cashback Bonus** by multiplying your eligible Program Purchases by 5% (.05). These rewards are added to your rewards balance within 2 billing periods.

In order for a purchase to qualify for the 5% Cashback Bonus Program, the transaction date must be before or on the last day of the quarterly program. For online purchases, the transaction date may be the date when the item ships.

Merchants are assigned a Merchant Category Code (MCC), which is determined by the merchant or a payment processor in accordance with standard industry practices. The MCC is typically assigned based on the line of business and the type of products and/or services primarily sold or provided by the merchant. MCCs can change at any time without notice, which may lead to exclusion of certain purchases from the 5% Cashback Bonus Program. For the purposes of the 5% Cashback Bonus Program, we may group certain MCCs to create categories. This does not reclassify the select Merchants or MCCs in any way. Discover Bank does not assign MCCs to merchants, but we make every effort to include all relevant MCCs for our rewards categories. Some purchases, however, may not qualify for the rewards category that you might expect. Even if you purchase items at a merchant that appears to fit in a rewards category, the merchant may not have an assigned MCC in that rewards category. When this occurs, transactions made with that merchant will not qualify for rewards towards that specific category.

All Other Purchases

You will earn unlimited 1% **Cashback Bonus** on all purchases other than Program Purchases.

Promotional Offers

From time to time, you may receive promotional offers from us ("Promotional Offers"). Each Promotional Offer will contain details on how to earn **Cashback Bonus** and any limitations that apply. We may prevent you from receiving your promotional **Cashback Bonus** based on your account status as of the date we determine whether you have met the terms of the offer.

Using Your Rewards

We may prevent you from redeeming your rewards based on your account status. Your Account must also not be used for any illegal transactions. We apply security measures before clearing a redemption that may limit your ability to redeem in certain channels or result in a delay. All redemptions are final.

You may redeem your Cashback Bonus for:

Statement Credit

- Credit to your Card Account—starting at a penny
- Applicable to your minimum payment if the minimum payment has not been met

Electronic Deposit

- Deposit into an eligible checking or savings account that you designate—starting at a penny
- The requested deposit will be presented to your financial institution within 3 business days

Pay with Cashback Bonus

- Pay with **Cashback Bonus** at select merchant(s)—starting at a penny
- Visit Discover.com/redeem for a list of current merchant(s)

Gift Cards

- All eCertificates or physical Gift Card selections are final and cannot be returned
- Most physical Gift Cards arrive within 7-10 business days, but please allow up to 3 weeks. Rush delivery is not available. Please allow extra time for mail delivery during holidays.
- All eCertificates and Gift Cards are subject to a minimum redemption amount.

Charity

- Redeem as a charitable donation to select charities—starting at a penny

For more details about earning and redeeming rewards, visit Discover.com or call 1-800-DISCOVER (1-800-347-2683) 24 hours a day/7 days a week.

No Rewards Expiration or Forfeiture

Rewards never expire. We reserve the right to determine the method to disburse your reward balance. We will credit your Account or send you a check with your rewards balance if your Account is closed or if you have not used it within 18 months.

If your card is reported lost or stolen, you may not be able to earn or redeem rewards for approximately 24-48 hours. You should notify us if you do not receive a reward. We will transfer your rewards balance to your new Account if your Card is lost or stolen or if we issue you a new account number for any other reason.

Prohibited use of Rewards Program

We reserve the right to disqualify customers from earning rewards in the event of fraud, abuse of program privileges, or violation of the Terms as determined by the sole judgment of Discover. Abuse of the rewards program includes, but is not limited to, repeatedly opening or maintaining account(s) solely for the purpose of generating Rewards or solely for the purpose of purchasing gift cards.

Additional Program Details

We may make adjustments to your rewards balance based on your Account activity. For example, we will decrease your rewards balance to correspond with the return of a purchase or the amount of a reward disbursed by us in error. In certain circumstances, it is possible to have a negative rewards balance.

You are responsible for reading the Discover it® Card Cashback Bonus Program Terms and Conditions online at Discover.com in order to understand your rights and responsibilities under the **Cashback Bonus** Program. We may amend the terms and conditions at any time without notice.

Good credit can open a lot of doors

See back for details.

DISCOVER



Important information

Build credit with responsible use: Discover reports your credit history to the three major credit bureaus so it can help build your credit if used responsibly. Late payments, delinquencies, or other derogatory activity with your credit card accounts and loans may adversely impact your ability to build credit.

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DISCOVER®

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Get to know the free benefits of your Discover® Card



You Earn, We Match.

We'll automatically match all the cash back you've earned at the end of your first year. There's no signing up and no limit to how much we'll match.*



Redeem Cashback Bonus® any amount, any time

Deposit your rewards to your bank account, apply them to your Discover bill as a statement credit, use your rewards to check out at Amazon.com and PayPal, redeem for a gift card, and more.* Your rewards never expire.



Online Privacy Protection

We'll regularly help remove your personal info from ten popular people-search sites when you activate for free in the mobile app.*



Freeze it®

Freeze your account in seconds with an on/off switch either on the mobile app or website to prevent new purchases, cash advances, and balance transfers.*



Free SSN, Inquiry, and New Account Alerts

Sign up to get alerts if we find your SSN on any of thousands of Dark Web sites or if a new inquiry or account opens on your Experian® credit report.*



\$0 Fraud Liability Guarantee

You're never responsible for unauthorized purchases on your Discover Card.*

Enjoy standout customer service

Free overnight shipping

If you need to replace a lost, stolen, or damaged card, we'll overnight ship it to any U.S. street address at your request—for free.*

Pay until midnight

You can pay your Discover bill online or by phone until midnight (ET) on the day that it's due.

FICO® Credit Score

Get your FICO® Credit Score, plus see important details that help make up your score for free.*

100% U.S.-based customer service

Talk to a real person at any time when you use the dedicated phone number on the back of your card to reach our 100% U.S.-based customer service.



Important information

PAY WITH REWARDS

Use Rewards at Amazon.com: For complete details on how to Pay with *Cashback Bonus*® at Amazon.com, see Amazon.com/CashbackBonus. Amazon is not a sponsor of this promotion. Amazon, the Amazon.com logo, and the smile logo are trademarks of Amazon or its affiliates.

Use Rewards at PayPal: For complete details on how to Pay with *Cashback Bonus* at PayPal, see PayPal.com/Discover. Pay with Rewards will be available for eligible credit cards on eligible purchases.

RATES, FEES, & REWARDS

See the enclosed Cardmember Agreement for rates, fees, and other cost information. See the enclosed Rewards Program Terms and Conditions for rewards information.

REWARDS REDEMPTION

Rewards never expire. We reserve the right to determine the method to disburse your rewards balance. We will credit your Account or send you a check with your rewards balance if your Account is closed or if you have not used it within 18 months.

CASH BACK MATCH

We'll match all the cash back rewards you've earned on your credit card from the day your new account is approved through your first 12 consecutive billing periods or 365 days, whichever is longer, and add it to your rewards account within two billing periods. You've earned cash back rewards only when they're processed, which may be after the transaction date. We will not match: rewards that are processed after your match period ends; statement credits; rewards transfers from Discover checking or other deposit accounts; or rewards for accounts that are closed. This promotional offer may not be available in the future and is exclusively for new cardmembers. No purchase minimums.

DISCOVER® IDENTITY ALERTS

Discover Identity Alerts are offered by Discover Bank at no cost, only available online, and currently include the following services: (a) daily monitoring of your Experian® credit report and an alert when a new inquiry or account is listed on your report; (b) daily monitoring of thousands of Dark Web sites known for revealing personal information and an alert if your Social Security number is found on such a website. This information is intended for, and only provided to, Primary credit cardmembers whose accounts are open, in good standing, and have an email address on file. The Primary cardmember must agree online to receive identity alerts. Identity alert services are based on Experian® information and data, which may differ from information and data at other credit bureaus. Monitoring your credit report does not impact your credit score. This benefit may change or end in the future. Discover Bank is not a credit repair organization as defined under federal or state law, including the Credit Repair Organizations Act. To see a list of Frequently Asked Questions, visit discover.com/freezealerts.

FREEZE IT®

When you freeze your account, Discover will not authorize new purchases, cash advances, or balance transfers. However, some activity will continue, including merchant-indicated recurring bill payment, as well as returns, credits, dispute adjustments, delayed authorizations (such as some transit purchases), payments, Discover protection product fees, other account fees, interest, rewards redemptions, and certain other exempted transactions.

UNAUTHORIZED PURCHASE

An "unauthorized purchase" is a purchase where you have not given access to your card information to another person or a merchant for one-time or repeated charges. Please use reasonable care to protect your card and do not share it with employees, relatives, or friends. Learn more at Discover.com/fraudFAQ.

OVERNIGHT SHIPPING

Overnight shipping is not available to P.O. boxes or addresses outside the U.S. Carrier overnight shipping limitations may impact the exact delivery date.

FICO® CREDIT SCORE FOR FREE

Receiving your FICO® Credit Score from Discover will never hurt or otherwise impact your score. The FICO® Score, key factors, and other credit information we provide uses FICO® Score 8 based on TransUnion® data and may be different from other credit scores and other credit information provided by different bureaus. Your FICO® Score, key factors, and other credit information are based on data from TransUnion® and are provided online. You may see up to a year of recent scores. Discover and other lenders may use different inputs like a FICO® Credit Score, other credit scores, and more information in credit decisions.

For individual accounts, we will provide your FICO® Credit Score online and on your monthly statements. For joint accounts, we will provide the Primary customer's FICO® Credit Score online and on statements unless they opt out of seeing their scores. Currently, we do not provide FICO® Credit Scores for joint account holders or authorized buyers.

You may not see your FICO® Credit Score if your account is not open, if your credit history is too new, if your key information is missing or does not match between Discover and TransUnion®, if you have a foreign address, or if you have opted out. This benefit may change or end in the future. FICO is a registered trademark of Fair Isaac Corporation in the United States and other countries.

ONLINE PRIVACY PROTECTION

Online Privacy Protection is offered by Discover Bank at no cost and is only available in the mobile application. You must sign up to receive the product in your Discover mobile app. Discover works with a third party service provider to provide the product to you. This product will help you remove personal information like your name, age, address, phone number, and email address from 10 websites that could share your data. Sometimes these websites are called people-search sites or data brokers. Approximately every 90 days, we will scan for your online personal information at these 10 websites and submit opt-out requests on your behalf to ask the websites to remove your personal information from appearing on the website. You can go to your Discover mobile app at any time to see if online personal information about you was identified and the status of the opt-out requests. The types of online personal information found on these websites will vary. We do not guarantee that Online Privacy Protection will find your personal information at any of the 10 websites, or that it will scan all 10 websites if your personal information is not present. Visit Discover.com/onlineprivacy for more information, including which websites are included with the product.