Example of Credit Card Agreement for Allways Rewards Visa® Credit Card accounts

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PRICING INFORMATION Actual pricing will vary from one cardholder to another	
Annual Percentage Rate (APR) for Purchases These APRs will vary with the market based on the Prime Rate (as of 07/06/2026)	Prime + 12.74% to Prime + 20.74% **(APR) 19.49% to 27.49%** (DPR) 0.053397% to 0.075315%
APR for Balance Transfers These APRs will vary with the market based on the Prime Rate (as of 07/06/2026)	Prime + 12.74% to Prime + 20.74% **(APR) 19.49% to 27.49%** (DPR) 0.053397% to 0.075315%
APR for Direct Deposit and Check Cash Advances These APRs will vary with the market based on the Prime Rate (as of 07/06/2026)	Prime + 15.74% to Prime + 21.74% **(APR) 22.49% to 28.49%** (DPR) 0.061616% to 0.078054%
APR for Bank Cash Advances These APRs will vary with the market based on the Prime Rate (as of 07/06/2026)	Prime + 21.74% to Prime + 22.49% **(APR) 28.49% to 29.24%** (DPR) 0.078054% to 0.080109%
Penalty APR and When it Applies	Up to **29.99%**, based on your creditworthiness. This APR will vary with the market based on the Prime Rate. This APR may be applied to new transactions on your account if you: • Make a late payment. **How Long Will the Penalty APR apply?:** If your APR is increased for this reason, the Penalty APR will apply indefinitely.
Paying Interest	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 or your Interest Saving Balance by the due date each month. We will begin charging interest on Cash Advances and Balance Transfers on the transaction date.
Monthly Custom Pay Plan Fee (Fixed Finance Charge)	Monthly fee of **1.72%** of the amount of Purchases initially assigned to a Custom Pay Plan. See below for more information for the Monthly Custom Pay Plan Fees.
Account Fees Annual	**$59**
Transaction Fees Balance Transfer % of Transaction ATM Cash Advance % of Transaction Cash Equivalent % of Transaction	 **4%** to **5%** **5%** **5%**

Check Cash Advance % of Transaction	**4%** to **5%**
Direct Deposit % of Transaction	**4%** to **5%**
Over the Counter Cash Advance % of Transaction	**5%**
Same-Day Online Cash Advance % of Transaction	**5%**
Wire Transfer % of Transaction	**5%**
Penalty Fee	
Late Payment	Up to **$41**

How We Will Calculate Your Balance: For Purchase balances, we will use a method called "average daily balance (including new Purchases)." See the section titled *Balances Subject to Interest Rate* in your Credit Card Agreement for more details.

For Balance Transfer and Cash Advance balances, we will use an Average Balance Method (including new Balance Transfers and new Cash Advances). This balance is calculated by adding the outstanding balance (including new Balance Transfers and new Cash Advances and deducting payments and credits) for each day in the current billing cycle, together with the balances for each day in the previous billing cycle for Balance Transfers and Cash Advances with transaction dates in the previous cycle and posting dates in the current cycle, and then dividing by the number of days in the current billing cycle.

Additional information regarding the Monthly Custom Pay Plan Fee (Fixed Finance Charge): The monthly fee will be disclosed at the time the Custom Pay Plan is created, will never exceed a monthly fee of 1.72%, and does not change over the life of the Plan. The fee will be charged monthly until the Plan balance is paid in full. The total of all Monthly Custom Pay Plan Fees billed for any specific Plan will not exceed the sum of the original Monthly Custom Pay Plan Fee times the original total number of monthly payments established for the Plan. The fee for each Custom Pay Plan is based on the Plan duration, the amount of Purchases assigned to the Plan, the APR that would otherwise apply to those Purchases, and other factors.

Military Lending Act Disclosure: The following disclosure applies to persons covered by the Military Lending Act – other governmental programs and laws may also govern or apply but are not described in the following disclosure. The following disclosure is required by the Military Lending Act.

Federal law provides important protections to members of the Armed Forces and their dependents relating to extensions of consumer credit. In general, the cost of consumer credit to a member of the Armed Forces and his or her 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).

Please refer to the *Total Minimum Payment Due* section of the Credit Card Agreement accompanying this disclosure to see how your monthly minimum payment is calculated.

Please call our dedicated Military Lending Act toll free number at 844.441.9168 or call collect at 302.318.8745 with any questions or concerns.

CREDIT CARD AGREEMENT

YOUR CONTRACT WITH US

This document, and any future changes to it, is your contract with us. We will refer to this document as your "Agreement" or "Credit Card Agreement"; these terms also include any changes we may make to this document from time to time.

We reserve the right to amend this Agreement at any time, by adding, deleting, or changing provisions of this Agreement. All amendments will comply with the applicable notice requirements of federal and North Carolina law (including North Carolina contract law) that are in effect at that time.

If an amendment gives you the opportunity to reject the change, and if you reject the change in the manner provided in such amendment, we may terminate your right to receive credit and may ask you to return all credit devices as a condition of your rejection. We may replace your card with another card at any time.

The reasons we may amend this Agreement include the following:

- Changes in regulation or legislation, or a change in the interpretation of a regulation or legislation.
- Changes related to your individual credit history, such as: your risk profile, your payment or transaction patterns, balance patterns, the utilization levels of this and other accounts, credit bureau information including the age, history and type of other accounts, and the measure of risk associated with each.
- Changes to overall economic and market trends, product design, and business needs.

"We", "us", and "our" mean Bank of America, N.A.

"You" and "your" mean each and all of the persons who are granted, accept or use the account and any person who has guaranteed payment of the account.

You may use your account for personal, family, or household purposes. You may not use your account for business or commercial purposes.

Our failure or delay in exercising any of our rights under this Agreement does not mean that we are unable to exercise those rights later.

TYPES OF TRANSACTIONS

You may obtain credit in the form of Purchases, Balance Transfers, and Cash Advances, by using cards, access checks, an account number, or other credit devices. Balance Transfers and certain Cash Advances, such as Direct Deposits, are made available to you at our discretion. "Cards" are all the credit cards we issue to you and to any other person with authorization for use on this account pursuant to this Agreement. A "Personal Identification Number" (PIN) is associated with your credit card as of the opening of your account. You may be required to use a PIN to make an ATM Cash Advance or to complete Purchases at certain merchant terminals. You can request your PIN by going to our online banking site or our mobile application, or contacting us. An access check is a check we provide to you, at our discretion, to obtain credit on this account. All access checks include an expiration date printed at the top. We will honor access checks received for payment by us before the expiration date printed on the check, provided your account is open and in good standing, with available credit. Access checks without a printed expiration date will not be honored.

"Purchase" means the use of your card or account number (including through the use of an enabled mobile device) to:

1. buy or lease goods or services;
2. make a transaction that is not otherwise a Cash Advance.

Purchases include Account Fees, as well as Transaction Fees and adjustments associated with any Purchase. However, when a Monthly Custom Pay Plan Fee is assessed, it becomes a part of that Custom Pay Plan balance.

"Balance Transfer" means a transfer of funds to another creditor initiated by us at your request. A Balance Transfer does not include a transaction that is otherwise a Cash Advance. Balance Transfers include Transaction Fees and adjustments associated with any Balance Transfer.

"Cash Advance" means the use of your account for a loan in the following ways:

1. **Direct Deposit:** by a transfer of funds via an Automated Clearing House (ACH) transaction to a deposit account initiated by us at your request. A Direct Deposit does not include an Overdraft Protection Cash Advance or a Same-Day Online Cash Advance.
2. **Check Cash Advance:** by an access check you sign as drawer.
3. **Bank Cash Advance:** by loans accessed in the following manner:
    a. **ATM Cash Advance:** at an automated teller machine;
    b. **Over the Counter (OTC) Cash Advance:** at any financial institution (e.g., to obtain cash, money orders, wire transfers, or travelers checks);
    c. **Same-Day Online Cash Advance:** by a same day online funds transfer to a deposit account;
    d. **Overdraft Protection Cash Advance:** by a transfer of funds to a deposit account pursuant to an overdraft protection program (see the section titled *Overdraft Protection*);
    e. **Cash Equivalents:** by the purchase of foreign currency, money orders, travelers checks, wire transfers, or to obtain cash, each from a non-financial institution, or person-to-person money transfers, bets, lottery tickets purchased outside the United States, casino gaming chips, cryptocurrency to the extent accepted, or bail bonds, with your card or account number (including through the use of an enabled mobile device).

Cash Advances include Transaction Fees and adjustments associated with any Cash Advance.

All Bank Cash Advances are subject to the Cash Credit Line. For more information on credit lines, please refer to the section titled *Your Credit Lines* within this Agreement.

You agree that we may rely on information provided by merchants and your applicable payment network to categorize transactions among Purchases, Balance Transfers, and various types of Cash Advances.

YOUR CREDIT CARD ACCOUNT AND YOUR MOBILE DEVICES AND THE INTERNET

Smart phones, some tablets or other mobile devices (individually and collectively, a “mobile device”) can download, store, and/or access account information, for instance through a mobile wallet,

that may enable you to use the mobile device to make Purchases, Balance Transfers or Cash Advances.

In certain instances, those transactions will replicate using your credit card to make a transaction on the internet with your computer. In other instances, a mobile device can act as if it were a credit card itself by for instance, allowing you to make purchases at a point of sale. Applications that enable your mobile device to be used for such transactions will have unique terms governing those applications. Read them carefully. Transactions made through those applications are governed by this Agreement.

When your credit card account information is accessible by your mobile device, it is important that you treat your mobile device with the same care you would your credit card. For example, you should secure your mobile device against unauthorized access. Keep in mind, if you give someone access to your phone, or other mobile device, that can be the same as giving that person your credit card.

From time to time, we may make certain offers or features available only through online or mobile banking. If you wish to take advantage of those offers or features, you will need to use a conforming device (computer, mobile device, or otherwise) that can access the internet.

TRANSACTIONS MADE IN FOREIGN CURRENCIES
If you make a transaction in a foreign currency, the transaction will be converted by Visa International or Mastercard International, depending on which card is associated with this account, into a U.S. dollar amount in accordance with the operating regulations or conversion procedures in effect at the time the transaction is processed. The currency conversion rate used by Visa is either (a) a rate selected by Visa from the range of rates available in wholesale currency markets for the applicable processing date, which rate may vary from the rate Visa receives; or (b) the rate mandated by a government or governing body in effect for the applicable processing date. The currency conversion rate for Mastercard is based on (a) rates observed in the wholesale market or (b) government-mandated rates, where applicable, for the transaction date or the processing date. The currency conversion rate in effect on the processing date may differ from the rate in effect on the transaction date or posting date.

INTEREST AND FEES

INTEREST RATES - ANNUAL PERCENTAGE RATES (APRs)
This section provides the interest rates, also referred to as corresponding Annual Percentage Rates (APRs), which are applicable to your account. The APR corresponds to the Daily Periodic Rate (DPR): the APR is equal to the DPR multiplied by 365, and the DPR is equal to the APR divided by 365. Interest charges are calculated by using the DPR. If a rate is a variable rate, we calculate that APR by adding together an index and a margin. For more information on variable rates, please refer to the *How to Calculate Variable Rates* section within this Agreement.

Promotional Rates and Fees
"Promotional or Introductory Offers" are temporary APRs (Promotional or Introductory Rates) or fees (Promotional or Introductory Fees) that are offered on certain qualifying new transactions for a specified period of time. Each offer will be assigned a unique Offer ID which will appear on your credit card statement after the first qualified new transaction for that offer. If you revolve your Grace Period Balance to take advantage of a Promotional or Introductory Offer, all transactions and balances, including Purchases (unless subject to a Custom Pay Plan), will be charged interest. Custom Pay Plan and Grace Period Balance are defined in the sections titled *Custom Pay Plan* and *Paying Interest*, respectively.

Current Rates
Your current rate is the rate that will apply to transactions that are not subject to an Introductory or a Promotional Rate.

[see the Pricing Information table for current rates]

Rates for Protected Balances
When an interest rate change for new transactions is applied to your account, any existing balances of that type will be identified as Protected Balances on your statement. These Protected Balances generally are kept at their current APR until the balances are paid in full.

PENALTY APR AND WHEN IT APPLIES
The "Penalty APR" is the APR(s) which may be applied to new Purchases, Balance Transfers, and Cash Advances, for certain default occurrences as described below.

We may increase the APRs on new transactions up to the Penalty APR, based on your creditworthiness, each time a Total Minimum Payment Due is not received by its applicable Payment Due Date. We may elect to set your APRs for Purchases, Balance Transfers, Direct Deposit and Check Cash Advances, and Bank Cash Advances to different Penalty APRs. We will provide you with a minimum of 45 days advance notice. An increased Penalty APR will remain in effect indefinitely.

Penalty APRs are variable rates calculated using the variable rate formula with a margin of up to 26.74 percentage points; this currently results in an APR of **33.49%** (0.091753% DPR). The calculated Penalty APR using this variable rate formula will not exceed **29.99%**.

HOW TO CALCULATE VARIABLE RATES
Variable Rates are calculated by adding together an index and a margin. This index is the highest U.S. Prime Rate as published in the "Money Rates" section of *The Wall Street Journal* on the last publication day of each month.

An increase or decrease in the index will cause a corresponding increase or decrease in your variable rates on the first day of your billing cycle that begins in the same month in which the index is published. An increase in the index means that you will pay higher interest charges and have a higher Total Minimum Payment Due. If *The Wall Street Journal* does not publish the U.S. Prime Rate, or if it changes the definition of the U.S. Prime Rate, we may, in our sole discretion, substitute another index.

CALCULATION AND BILLING OF INTEREST CHARGES

We calculate interest by multiplying each Balance Subject to Interest Rate by its applicable DPR and that result is multiplied by the number of days in the billing cycle. Interest is calculated and posted to the applicable Purchase, Balance Transfer or Cash Advance balance on the last day of the billing cycle after all other transactions have posted and payments have been allocated.

BILLING CYCLE
A "billing cycle" is a time period that ends on a Statement Closing Date (or Closing Date) determined by us and begins on the day after the Closing Date of the previous billing cycle. Each monthly statement reflects a single billing cycle.

PAYING INTEREST
When applicable, interest accrues daily and compounds daily on new transactions, and balances remaining from previous billing cycles. Interest will continue to accrue even though you have paid the full amount of any related balances because we include any accrued but unpaid interest in the calculation of each Balance Subject to Interest Rate.

We will not charge you any interest on Purchases if you always pay your entire "Grace Period Balance", as defined in the next two paragraphs, by the Payment Due Date. Specifically, you will not pay interest for an entire billing cycle on Purchases if you Paid in Full

the two previous Grace Period Balances on your account by their respective Payment Due Dates; otherwise, each Purchase begins to accrue interest on its transaction date or the first day of the billing cycle, whichever date is later.

If you do not have an active Custom Pay Plan, your Grace Period Balance will be the New Balance Total. New Balance Total (also referred to as the "Statement Balance") is the total billed amount as of the Closing Date of a billing cycle, as shown on your monthly statement, plus any adjustments for subsequently returned payments.

If you have an active Custom Pay Plan, your Grace Period Balance will be the Interest Saving Balance as shown on your monthly statement plus any adjustments for subsequently returned payments. The Interest Saving Balance is your New Balance Total, minus any balances subject to a Custom Pay Plan plus any Custom Pay Plan Payment(s) due, as shown on your monthly statement. For more information about Custom Pay Plans see the *Custom Pay Plan* section in this Agreement.

We will begin accruing interest on Balance Transfers and Cash Advances on the transaction date. The transaction date for access checks is the date the check is first deposited or cashed.

"Pay in Full" or "Paid in Full" means payments and credits (excluding credits made in accordance with first-year fee limits or the Military Lending Act) in a billing cycle totaling at least your previous billing cycle's Grace Period Balance.

Your Payment Due Date will be at least 25 days from your statement Closing Date and will fall on the same calendar date each month.

BALANCES SUBJECT TO INTEREST RATE

Average Daily Balance Method (including new Purchases): We calculate separate Balances Subject to an Interest Rate for Purchases and for each Introductory or Promotional Offer balance consisting of Purchases by: (1) calculating a daily balance for each day in the current billing cycle; (2) adding all the daily balances together; and (3) dividing the sum of the daily balances by the number of days in the current billing cycle.

To calculate the daily balance for each day in the current billing cycle, we: (1) take the beginning balance less any Purchases assigned to an existing Custom Pay Plan; (2) add an amount equal to the applicable DPR multiplied by the previous day's daily balance; (3) add new Purchases, new Account Fees, and new Transaction Fees; (4) subtract Purchases assigned to a new Custom Pay Plan; and (5) subtract applicable payments and credits. If any daily balance is less than zero, we treat it as zero.

Average Balance Method (including new Balance Transfers and new Cash Advances): We calculate separate Balances Subject to an Interest Rate for Balance Transfers, Cash Advances, and for each Introductory or Promotional Offer balance consisting of Balance Transfers or Cash Advances by: (1) calculating a daily balance for each day in the current billing cycle; (2) calculating a daily balance for each day prior to the current billing cycle that had a Pre-Cycle balance – a "Pre-Cycle balance" is a Balance Transfer or a Cash Advance with a transaction date prior to the current billing cycle but with a posting date within the current billing cycle; (3) adding all the daily balances together; and (4) dividing the sum of the daily balances by the number of days in the current billing cycle.

To calculate the daily balance for each day in the current billing cycle, we: (1) take the beginning balance; (2) add an amount equal to the applicable DPR multiplied by the previous day's daily balance; (3) add new Balance Transfers, Cash Advances and Transaction Fees; and (4) subtract applicable payments and credits. If any daily balance is less than zero, we treat it as zero.

To calculate a daily balance for each day prior to the current billing cycle that had a Pre-Cycle balance, we: (1) take the beginning balance attributable solely to a Pre-Cycle balance (which will be zero on the transaction date associated with the first Pre-Cycle balance); (2) add an amount equal to the applicable DPR multiplied by the previous day's daily balance; and (3) add only the applicable Pre-Cycle balances, and their related Transaction Fees. We exclude from this calculation all transactions posted in previous billing cycles.

CUSTOM PAY PLAN

A "Custom Pay Plan" (also referred to as a "Plan") is an option we may make available to you. You will be able to assign a Purchase to a Plan. That Purchase will no longer accrue interest at the APR for Purchases; however, it will be subject to an accelerated repayment schedule for the duration of that Plan and a monthly fee that we will disclose to you upon creation of the Plan.

A "Plan-Qualified Purchase" is a Purchase that we make available to be assigned into a Plan. Balance Transfers, Cash Advances, purchases of cash or Cash Equivalents, Foreign Transaction Fees, or any fees owed to us, including annual or membership fees, cannot be assigned to a Plan.

We may offer to you from time to time the option to assign Plan-Qualified Purchases to a Plan. You can only access available Plan offers through Online or Mobile Banking. If you assign a Plan-Qualified Purchase to a Plan, the amount of the Purchase (not to exceed your current Purchase balance) will become part of a Plan, which will be repayable according to the monthly installment schedule stated in the Plan offer. A Purchase you assign to a Plan will be excluded from the Balance Subject to Interest Rate for Purchases as of the first day of the billing cycle in which the Plan was created or the transaction date of the Purchase assigned to that Plan, whichever occurs later. Instead, the Plan balance will be subject to a fixed Monthly Custom Pay Plan Fee (a Fixed Finance Charge) for the duration of that Plan. The Monthly Custom Pay Plan Fee will be charged monthly until the Plan balance is paid in full. The total of all Monthly Custom Pay Plan Fees billed for any specific Plan will not exceed the sum of the original Monthly Custom Pay Plan Fee times the original total number of monthly payments established for this Plan. The Monthly Custom Pay Plan Fee does not change over the life of the associated Plan.

When creating a Plan, you may select the Plan-Qualified Purchases to be assigned to the Plan and may be given a choice of Plan durations and fees. You will be required to pay a Monthly Custom Pay Plan Payment consisting of the Monthly Custom Pay Plan Fee plus a prorated portion of your Plan balance for the duration of the Plan. The Monthly Custom Pay Plan Fee and Monthly Custom Pay Plan Payment will be disclosed to you prior to entering into that Plan and will be based upon that Plan's duration, the APR that would otherwise apply to the Purchases, and other factors.

Custom Pay Plans are made available to you at our discretion. You will not be able to initiate a Plan if your account is closed or not in good standing. You will also not be able to initiate a Plan if one or more of your accounts is enrolled into a debt management program, or has a payment that is returned unpaid, or is delinquent. We will tell you the number of active Plans you may have and we may change this number at any time.

If you receive a merchant credit that we did not recognize as associated with a Purchase that you assigned to a Plan, you must call us promptly to have the credit applied to the Plan balance. To the extent the Plan balance equals or exceeds the amount of the merchant credit, we will apply that credit to the Plan balance.

Otherwise, such credit will be applied to your account balance as a general merchant credit.

Once created, a Plan cannot be cancelled. You may prepay any Plan by paying the Plan balance - however, payments will be applied to other balances first. If you fully prepay a Plan, you will no longer be charged Plan fees for that Plan. If your Plan still retains a balance at the conclusion of the term of the Plan, you will be responsible for payment of that balance and any remaining unpaid Monthly Custom Pay Plan Fees.

Custom Pay Plans will increase your Total Minimum Payment Due. If you cannot afford the increased payment for the full duration of the Plan, you will incur Late Fees. It is to your advantage to pay your New Balance Total each month. However, Plans do give you the opportunity to pay off a specified transaction over a set time period, while allowing you to pay your other balances in full and still preserve the Grace Period for your account. Consider these facts before you enter into a Plan, because once created, you cannot cancel them.

By creating a Plan, you agree that we may adjust the amounts you authorized us to apply to your account, under an existing recurring payment plan you have with us, as a result of your new Plan balance. This may include an adjustment to your Total Minimum Payment Due, Interest Saving Balance, Statement Balance and current balance, or any other amount you have authorized us to debit from your deposit account and apply to your account.

TRANSACTION FEES

We will assess the following Transaction Fees to your account in the same category to which the transaction is posted, [see the Pricing Information table for fee amounts].

Balance Transfer

ATM Cash Advance

Cash Equivalent

Check Cash Advance

Direct Deposit

Over the Counter Cash Advance

Same-Day Online Cash Advance

Wire Transfer

ACCOUNT FEES

The following fees are assessed as Purchases in the billing cycle in which the fees accrue:

An Annual Fee of [see the Pricing Information table for fee amount]. The Annual Fee will be assessed each [month of account opening] if your account is open or if you maintain an account balance, whether or not you have active charging privileges.

A Late Fee of [see the Pricing Information table for fee amount] will be assessed if the Total Minimum Payment Due shown on your monthly statement is not received by us on or before its Payment Due Date. If a Late Fee was assessed any time in the prior six billing cycles, then the amount of the Late Fee will be [see the Pricing Information table for fee amount]. The Late Fee will not exceed the Total Minimum Payment Due immediately prior to assessment of the fee. If your balance is $100 or less on the Payment Due Date, we will not assess a Late Fee.

If you create a Custom Pay Plan, we will set a monthly fee (the Monthly Custom Pay Plan Fee) equal to 1.72% of the initial balance assigned to the Plan.

PAYMENTS AND DEFAULT

YOUR PROMISE TO PAY

You promise to pay us the amounts of all credit you obtain, which includes all Purchases, Balance Transfers, and Cash Advances. You also promise to pay us all the amounts of interest charges, fees, and any other transactions charged to your account.

PAYMENTS ON YOUR ACCOUNT

You must pay each month at least the Total Minimum Payment Due shown on your monthly statement by its Payment Due Date. Payments must conform to the requirements set out on that monthly statement; these requirements may vary without prior notice. You may pay the entire amount you owe us at any time. Payments made in any billing cycle that are greater than the Total Minimum Payment Due will not affect your obligation to make the next Total Minimum Payment Due. If you overpay or if there is a credit balance on your account, we will not pay interest on such amounts. We will reject payments that are not drawn in U.S. dollars and those drawn on a financial institution located outside of the United States. We reserve the right to refuse any payment if that payment will create, or if the account already has, a credit balance as of the day we receive the payment. Generally, credits to your account, such as those generated by merchants or by person-to-person money transfers, are not treated as payments and will not reduce your Total Minimum Payment Due.

You may set up automatic payment arrangements online and/or through your mobile device. Where these arrangements refer to “Statement Balance” remember that is the same term as “New Balance Total” as it is used in the Agreement.

PAYMENT CONVERSIONS

We process most payment checks electronically. We use the information on your check to create an electronic funds transfer. Each time you send a check, you authorize a one-time electronic funds transfer. You also authorize us to process your check as a check or paper draft, as necessary. Funds may be withdrawn from your account as soon as the same day we receive your payment. You will not receive your cancelled check because we are required to destroy it. We will retain an electronic copy.

TOTAL MINIMUM PAYMENT DUE

The "Total Minimum Payment Due" is the sum of all past due amounts plus the Current Payment.

The Current Payment for each billing cycle includes four amounts: (1) 1.00% of your New Balance Total, except for any new interest charges, any balances subject to a Custom Pay Plan, and any new Late Fee, (2) new interest charges, (3) any new Late Fee (the sum of (1) and (2) and (3) will be rounded down to the nearest dollar and will not be less than $35.00), and (4) any Custom Pay Plan Payment due.

The Total Minimum Payment Due will not be greater than your New Balance Total and your Interest Saving Balance will never be less than your Total Minimum Payment Due. If a payment is credited to your account but is returned unpaid in a later billing cycle, we will recalculate the Total Minimum Payment Due, the New Balance Total, and the Interest Saving Balance for that billing cycle in which the payment was originally credited. In order to keep your account current, you will have to have paid this recalculated Total Minimum Payment Due by its associated payment due date.

WHEN YOUR PAYMENT WILL BE CREDITED TO YOUR ACCOUNT

We credit mailed payments as of the date received, if the payment is: (1) received by 5 p.m. local time at the address shown on the remittance portion of your monthly statement; (2) paid with a check drawn in U.S. dollars on a U.S. financial institution or a U.S. dollar money order; and (3) sent in the return envelope with only the remittance portion of your statement accompanying it. However, mailed payments need not be sent in a return envelope if we sent you a statement without a return envelope. Payments received

after 5 p.m. local time at the remittance address on any day including the Payment Due Date, but that otherwise meet the above requirements, will be credited as of the next day. Credit for any other payments may be delayed up to five days.

HOW WE ALLOCATE YOUR PAYMENTS

Monthly minimum payments are required when you carry a balance. Payments are allocated to posted balances. We will first allocate the amount of your payment equal to the Total Minimum Payment Due to any Custom Pay Plan Payment due, then to the lowest APR balances in turn. Payment amounts in excess of your Total Minimum Payment Due will be applied to balances with higher APRs before balances with lower APRs, and finally to any Custom Pay Plan balances. If a payment is returned, we reserve the right to debit the returned payment amount to the balance subject to the current non-promotional rate for Purchases (that are not subject to a Custom Pay Plan) on the account. Returned payments can result in a recalculation of Custom Pay Plans.

From time to time, credits may be posted to your account. A credit is not a payment, and does not count toward the Total Minimum Payment Due each month. However, a credit will reduce the balance of the account as a whole, and if there are no other balances on the account, can create a credit balance. When a credit posts to the account, if we determine that the credit is associated with a specific transaction or specific balance type (Purchase, Balance Transfer, Cash Advance or Custom Pay Plan), we will apply that credit to the balance associated with that transaction, to the extent such balance equals or exceeds the amount of the credit. Otherwise, credits are applied in a manner similar to payment amounts in excess of the Total Minimum Payment Due each month; consequently, there can be circumstances where credits can reduce balances that are subject to a promotional rate, or that are in a Custom Pay Plan.

PROMISE TO PAY APPLIES TO ALL PERSONS

All persons who initially or subsequently request, are granted, accept, or guarantee the account are individually and together responsible for any total outstanding balance. If you are responsible to pay any total outstanding balance, we may refuse to release you from liability until all of the cards, access checks, and other credit devices outstanding under the account have been returned to us and you repay us the total outstanding balance owed to us under the terms of this Agreement.

DEFAULT

You will be in default of this Agreement if: (1) you fail to make any required Total Minimum Payment Due by its Payment Due Date; (2) your total outstanding balance exceeds your Total Credit Line; (3) your Bank Cash Advance balance exceeds your Cash Credit Line; or (4) you fail to abide by any other term of this Agreement. If you make a payment while you are in default, such payment will be applied in accordance with the *How We Allocate Your Payments* section in this Agreement.

WHEN WE MAY REQUIRE IMMEDIATE REPAYMENT

If you are in default, then in addition to our other remedies under this Agreement, we can require immediate payment of your total outstanding balance and, unless prohibited by applicable law, we can also require you to pay the costs we incur in any collection proceeding, as well as reasonable attorneys' fees if we refer your account for collection to an attorney who is not our salaried employee.

OTHER PAYMENT TERMS

We can accept late payments, partial payments, or payments with any restrictive writing without losing any of our rights under this Agreement. This means that no payment, including those marked with paid in full or with any other restrictive words, shall operate as an accord and satisfaction without the prior written approval of one of our senior officers. You may not use a postdated check to make a payment. If you do postdate a payment check, we may elect to honor it upon presentment or return it uncredited to the person that presented it, without in either case waiting for the date shown on the check. We are not liable to you for any loss or expense arising out of the action we elect to take.

MODIFICATIONS TO REQUIRED MINIMUM MONTHLY PAYMENTS

We may allow you, from time to time, to omit a monthly payment or make a reduced payment. We will notify you when these options are available. This will only occur on an isolated basis, such as when the bank is working with borrowers affected by a federally declared disaster. If in response to this notification, you omit a payment or make a reduced payment, interest charges, applicable fees, and other regular transactions, if any, will accrue on your account balances in accordance with this Agreement. The reduced payment amount may be less than your interest charges. You must make the reduced payment on time to avoid a Late Fee. You must resume making your regular Total Minimum Payment Due each month following any modifications made to your required minimum monthly payment.

CREDIT AVAILABILITY

YOUR CREDIT LINES

Your Total Credit Line and Cash Credit Line are disclosed to you when you receive your card and, generally, on each monthly statement. The “Total Credit Line” is the amount of credit available for the account; however, only a portion of that is available for Bank Cash Advances. The “Cash Credit Line” is that amount you have available for Bank Cash Advances. The amount of credit available in your Cash Credit Line will never exceed the amount of credit available in your Total Credit Line.

We may change your credit lines from time to time. We base that decision on a variety of factors such as your payment and transaction history with us, and information we receive from third parties, including consumer reporting agencies. The amounts shown on your monthly statement as available credit do not take into account Purchases, Balance Transfers, Cash Advances, interest charges, fees, any other transactions, or credits which post to your account after the Closing Date of that monthly statement.

WHAT WE MAY DO IF YOU ATTEMPT TO EXCEED YOUR CREDIT LINES

The total outstanding balance on your account plus authorizations at any time must not be more than your Total Credit Line. The total outstanding balance of your Bank Cash Advances (plus authorizations) must not be more than your Cash Credit Line.

Each time you attempt a transaction which results in your applicable outstanding balance (plus authorizations) exceeding a credit line, we may: (1) permit the transaction without raising your credit line; (2) permit the transaction and treat the amount of the transaction that is more than the credit line as immediately due; or (3) refuse to permit the transaction.

If we refuse to permit the transaction, we may advise the person who attempted the transaction that it has been refused. If we refuse to permit a Check Cash Advance or Balance Transfer, we may do so by advising the person presenting the Check Cash Advance or Balance Transfer that credit has been refused, that there are insufficient funds to pay the Check Cash Advance or Balance Transfer, or in any other manner.

WE MAY SUSPEND OR CLOSE YOUR ACCOUNT

We may suspend or close your account or otherwise terminate your right to use your account. We may do this at any time and for any reason. We may elect to not honor any access check which is written after the expiration date printed on that check. You may close your account at any time by notifying us in writing or by telephone. Your obligations under this Agreement continue even after the account is closed. You must destroy all cards, access checks or other credit devices on the account when the account is closed.

When your account is closed, you must contact anyone authorized to charge transactions to your account, such as internet service providers, health clubs or insurance companies. These transactions may continue to be charged to your account until you change the billing. Also, if we believe you have authorized a transaction or are attempting to use your account after you have requested to close the account, we may allow the transaction to be charged to your account.

REFUSAL TO HONOR YOUR ACCOUNT

We may deny any transactions for any reason at our discretion. We are not liable for any refusal to honor your account. This can include a refusal to honor your card or account number or any check written on your account. We are not liable for any retention of your card by us, any other financial institution, or any provider of goods or services.

RECURRING PREAUTHORIZED TRANSACTIONS

Recurring preauthorized transactions occur when you authorize a merchant to automatically initiate a transaction using your account on a recurring basis. If we issue a new credit card with a different number or expiration date to you, we may (but are not obligated to) provide your new card number and expiration date to Visa, who may provide it to the merchant with whom you have set up a recurring preauthorized transaction in order to continue your recurring preauthorized transactions. You will want to confirm with the merchants that they have your new card information.

LIMITATIONS/WARNINGS

PURPOSES FOR USING YOUR ACCOUNT

You may not use this account to make a payment on this or any other credit account with us or our affiliates. You may not use or permit your account to be used to make any illegal transaction. You will only use your account for transactions that are legal where you conduct them. We may charge your account for such transactions. We will not be liable if you engage in an illegal transaction. We may deny authorization of any transactions identified as Internet gambling. 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 (OFAC). Use of your account in those countries will be blocked.

PERSONS USING YOUR ACCOUNT

If you permit any person to use your card, access checks, account number, or other credit device with the authorization to obtain credit on your account, you will be liable for all transactions made by that person including transactions for which you may not have intended to be liable, even if the amount of those transactions causes a credit line to be exceeded.

You may authorize any person to use your account in the following ways: (1) by lending or otherwise intentionally making your card, access checks, account number, or credit device accessible to another; (2) by requesting us to formally add a person to your account as an Authorized User; or (3) by any other ways in which you would be legally considered to have allowed another to use your account or to be legally prevented from denying that you did so.

An "Authorized User" means any person that you have formally requested we add to your account and to which we have approved. If approved, use of your account by such Authorized User is subject to the terms of this Agreement. You agree that an Authorized User may have the same access to information about the account as you do and that we may discuss your account with an Authorized User. An Authorized User may take advantage of benefits associated with your account, but may not add any other person to your account.

In order to request that we add an Authorized User to your account, you must: (1) be eligible to add a person to your account; (2) acknowledge to us that you have obtained the express permission of the person to be added to the account and that certain information about that person will be shared with us; (3) provide us with that person's information, which may include full legal name, date of birth, social security/tax identification number, primary address, their relationship to you, and citizenship status; and (4) inform that person that we report the account to the Consumer Reporting Agencies, which means the account and account activity may appear on that person's credit report. If the request is approved, you must make and provide a copy of this Agreement to the Authorized User.

Think carefully before you allow anyone to use your card, access checks, account number, or other credit device. By doing so, you authorize that person to use your account to the same extent that you can and they may have the same access to information as you do, including but not limited to making Purchases, Balance Transfers, Cash Advances, and allowing others to use your account. Your account does not permit you to limit the nature or amount of authority you give to any person you have authorized to use your account and you will not attempt to do so. The authority you have granted to such person will continue until you notify us that you are terminating the authority and you physically retrieve the card, checks or other credit device.

When we send you account materials (cards, statements, and notices), you will be responsible for delivering those materials to any person associated with your account and any authorized users of your account. Notice to any of you will be considered notice to all of you.

ACCESS CHECKS

You may request a stop payment on an access check by providing us with the access check number, dollar amount, and payee exactly as they appear on the access check. Oral and written stop payment requests on an access check are effective for six months from the day that we place the stop payment.

You may not issue a postdated access check on your account. If you do postdate an access check, we may elect to honor it upon presentment or return it unpaid to the person that presented it to us for payment, without in either case waiting for the date shown on the access check. We are not liable to you for any loss or expense arising out of the action we elect to take.

MISCELLANEOUS

OVERDRAFT PROTECTION

If your eligible deposit account with Bank of America is linked to this account, this overdraft protection feature (which may also be referred to as Balance Connect®) will allow funds to be transferred ("overdraft protection transfers") from this account into your designated deposit account with Bank of America when transactions occur on your deposit account, such as checks or other debits, that if paid would cause the deposit account to be overdrawn ("overdraft transactions"). Overdraft protection transfers include automatic transfers to cover deposit account fees. Overdraft protection transfers are processed after close of business Monday through Friday and are treated as Overdraft Protection Cash Advances.

Each day's overdraft transactions to be funded by this account will be totaled up to your available Cash Credit Line, regardless of who initiated the overdraft transactions. For example, if your deposit account has a balance of $5.00 and a check or other debit item for $125.00 is presented for payment, which, if paid, would cause your deposit account to be overdrawn, then an overdraft protection transfer of $120.00 will be made to your deposit account and an Overdraft Protection Cash Advance of $120.00 will post to this account. The Portion of Credit Available for Cash on this account must be sufficient to cover the amount of overdraft transactions to be funded by this account (received by Bank of America that day); otherwise one or more of the overdraft transactions for that day will be rejected. Payments or credits to this account may not impact your Portion of Credit Available for Cash as shown on your periodic statement until after the posting date of the payments or credits.

Overdraft protection transfers incur interest charges from the transaction date. We may permit or refuse to permit any overdraft protection transfer that would cause you to exceed the Cash Credit Line of this account. This overdraft protection feature will automatically be cancelled if this account is closed by either you or us, or at any time upon your request, and may also be cancelled according to the terms of your deposit account. Your overdraft transactions remain subject to the terms of your deposit account with Bank of America, any related enrollment agreement and this Agreement.

TELEPHONE CALLS: CALLING, MONITORING AND RECORDING

You consent to and authorize Bank of America, any of its affiliates, its marketing associates, and independent contractors, including servicers, vendors, and collection agents, to monitor and/or record any of your telephone conversations and other electronic communications with our representatives or the representatives of any of those companies for reasonable business purposes including security and quality assurance. We will not remind you that we may be monitoring or recording a call at the outset of the call unless required by law to do so.

Where you have provided a cell phone number directly to us, you consent and agree to accept servicing calls and text messages to your cell phone from us. For example, we may place calls to you about fraud alerts or amounts you owe us (collection calls) on your account. For any telephone or cell phone calls/communications we place to you, you consent and agree that those calls may be automatically dialed including prerecorded messages or texts. This may include communications from companies working on our behalf to service your account. Message and data rates may apply.

Communication Revocation: If you do not want to receive automatically dialed communications for this account, including prerecorded messages or texts, as described above, you can (1) call us using the number that appears on your monthly statement; or (2) provide us with written notice revoking your prior consent. If you write to us, please include your name and mailing address as they appear on the account, and the last four digits of your account number. Your written notice must be sent to the address listed below.

Bank of America
P.O. Box 653064
Dallas, TX 75265-3064

CONSUMER REPORTING AGENCIES; COLLECTING AND SHARING INFORMATION

You authorize us to collect information about you in order to conduct our business, including information we receive about you, information we receive about any authorized users on your account, information we receive from third parties such as consumer reporting agencies, and information about you and your authorized users' transactions with us and other companies. We report account information to Consumer Reporting Agencies, which means the account will appear on your consumer report and may appear on any Authorized User's consumer report. You authorize us to share such information about you and your account with our affiliates and others. You may have the right to opt out of some information sharing. For more details, please refer to our Privacy Notice.

If you believe we have furnished inaccurate or incomplete information about you or your account to a consumer reporting agency, write to us at: Bank of America, N.A., RE: Consumer Reporting Agencies, P.O. Box 653059, Dallas, TX 75265-3059. Please include your name, address, home phone number, and account number, and explain what you believe is inaccurate or incomplete.

BENEFITS

We may offer you certain benefits and services with your account. Any benefits or services are not a part of this Agreement, but are subject to the terms and restrictions outlined in the Benefits Guide and other official documents provided to you from time to time by or on behalf of Bank of America. We may adjust, add, or delete benefits and services at any time and without notice to you.

WE MAY SELL YOUR 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. 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 MUST NOTIFY US WHEN YOU CHANGE YOUR ADDRESS

You must notify us promptly when you change your address. We may also change your address if so notified by the post office or others.

WHAT LAW APPLIES

This Agreement is made in North Carolina and we extend credit to you from North Carolina. This Agreement is governed by the laws of the State of North Carolina (without regard to its conflict of laws principles) and by any applicable federal laws.

PROVISIONS OF THIS AGREEMENT ARE SEVERABLE

If any provision of this Agreement is found to be invalid, the remaining provisions will continue to be effective.

We use section headings (e.g., *Types of Transactions*) to organize this Agreement. The headings are for reference purposes only.

UNAUTHORIZED USE OF YOUR ACCOUNT

Please notify us immediately of the loss, theft, or possible unauthorized use of your account at 1.800.421.2110.

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:

Bank of America
P.O. Box 672050
Dallas, TX 75267-2050

In your letter, give us the following information:

- Account information: Your name and account number.
- Dollar amount: The dollar amount of the suspected error.
- Description of problem: If you think there is an error on your bill, describe what you believe is wrong and why you believe it is a mistake.

Note: It is very helpful if your letter includes the transaction date and the reference number for the charge, if available.

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 or electronically using online or mobile banking. 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 Total Credit Line.

After we finish our investigation, one of two things will happen:

- If we determine there was 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, including to consumer reporting agencies, 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, for instance 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 electronically using online or mobile banking or in writing at:

Bank of America
P.O. Box 672050
Dallas, TX 75267-2050

While we investigate, the same rules apply to the disputed amount as discussed above. After we finish our investigation, we will tell you our decision. At that point, if we think you owe an amount and you do not pay, we may report you as delinquent.

ARBITRATION

This Arbitration provision requires that all disputes between you and us be resolved by binding arbitration whenever either party chooses to submit a dispute to arbitration or either party refers a lawsuit filed by the other to arbitration. By means of this arbitration agreement, each party waives the right to have any dispute heard in court whenever either party chooses to submit or refer such dispute to arbitration, subject to the limitations set forth further below in the Scope of Arbitration section. This arbitration agreement is entered into pursuant to the Federal Arbitration Act, 9 U.S.C. §§ 1-16 ("FAA") with respect to both substance and procedure. You and we agree that either of us may elect to proceed by arbitration, that the goal of proceeding in arbitration shall be to achieve effective, efficient, and less costly resolution between you and us, and that this arbitration agreement shall be interpreted and applied to achieve that goal.

If you are eligible and covered by the Military Lending Act, then your Claims may not be bound by this Arbitration provision, and to the extent required by the Military Lending Act, nothing in this agreement to arbitrate will be deemed a waiver of the right to legal recourse in lieu of arbitration under any otherwise applicable provision of state or federal law.

SCOPE OF ARBITRATION

Claims or disputed factual or legal issues between you and us that arise out of or relate in any way to any aspect of our relationship are subject to arbitration, as permitted by law. These issues include but are not limited to: your account or any prior account; this Agreement (including any future amendments); any prior account agreement between us; any transactions (whether actual, potential, or canceled) involving your account or any prior account; any interest, charges, or fees assessed on your account or any prior account; any service(s) or program(s) related to your account or any prior account; any consumer rewards or consumer cash back program (other than Preferred Rewards or BofA Rewards™, which are governed by the Deposit Agreement and Disclosures) associated

with your account or any prior account; the advertising of our products, or the application for, or the denial, approval or establishment of your account or any prior account; any communications related to your account or any prior account; any collection or credit reporting of your account or any prior account; and any interactions of any kind with our employees or agents. Claims or disputed factual or legal issues that fall within the scope of this Arbitration provision are subject to arbitration, regardless of what legal claim or theory they are based on or whether they seek legal or equitable remedies. Arbitration applies to any and all such claims or disputed factual or legal issues, whether they arose in the past, may currently exist, or may arise in the future. All such claims or disputed factual or legal issues are referred to in this section as "Claim(s)." To the extent permitted by law, the discovery exchanged between us and you as to any Claim is presumptively limited to the exchange of documents directly relevant to the Claim, absent an order from the arbitrator that good cause exists to require the exchange of additional discovery. The only exception to arbitration of Claims is that both you and we have the right to pursue a Claim in a small claims court instead of arbitration, if the Claim is in that court's jurisdiction and proceeds on an individual basis, whereas Claims in other courts may be compelled into arbitration by either party.

WAIVER OF CLASS, JURY, AND OTHER NON-INDIVIDUALIZED RELIEF

By accepting this Arbitration provision you GIVE UP YOUR RIGHT TO GO TO COURT except for matters that may be taken to a small claims court or as otherwise provided for in this Agreement. Arbitration will proceed on an INDIVIDUAL BASIS, so class actions, consolidated actions, and similar proceedings will NOT be available to you.

Claims in arbitration will proceed only on an individual basis. Additionally, you may not join your claims with other persons on other accounts in the arbitration; each person must arbitrate his or her own claims separately and individually. UNLESS YOU HAVE OPTED OUT OF THIS ARBITRATION PROVISION IN A TIMELY MANNER, YOU AND WE ARE WAIVING THE RIGHT TO ASSERT OR PARTICIPATE IN A CLASS ACTION, OR ANY REPRESENTATIVE OR CONSOLIDATED PROCEEDING IN COURT OR IN ARBITRATION AND ARE WAIVING THE RIGHT TO HAVE A JURY DECIDE ANY CLAIM, AS PERMITTED BY LAW. The arbitrator shall have no authority to entertain any Claim as a class action or on any other similar representative basis, nor shall the arbitrator have any authority to consolidate Claims brought by separate claimants (except for claimants on the same account). This means that the arbitrator also shall have no authority to make any award for the benefit of, or against, any person other than the individual who is the named party. If these terms prohibiting class, representative, or consolidation procedures are held to be legally unenforceable for any reason with respect to a Claim, then the Claim must be handled through litigation in court instead of by arbitration.

For individual Claims filed as part of a "mass arbitration," as that term is defined herein, the additional requirements set forth in the Mass Arbitration section below shall apply.

ARBITRATOR

Arbitrations between you and us shall be administered by the American Arbitration Association ("AAA") (www.adr.org). The AAA shall apply its Consumer Arbitration Rules in effect at the time the arbitration is commenced and the Mass Arbitration Supplementary Rules to mass arbitration matters. A single arbitrator shall conduct proceedings under the Consumer Arbitration Rules, and a Process Arbitrator and single Merits Arbitrator shall conduct each mass arbitration case. If there is a conflict between the applicable AAA rules and procedures and this Arbitration provision, this Arbitration provision will control. In the event that AAA is unable to handle the Claim for any reason, then the matter shall be arbitrated instead by a neutral arbitrator selected by agreement of the parties (or, if the parties cannot agree, selected by a court in accordance with the FAA), pursuant to the AAA rules of procedure. The arbitrator will have the power to award to a party any damages or relief as permitted by the law and the Agreement between you and us (including the limitations set forth below). All pleadings, information and documents exchanged, and the arbitrator's ruling shall be treated as confidential and have no precedential value. However, if either party seeks to confirm the arbitrator's decision in court, the parties agree that the documents necessary for such confirmation need not be filed under seal.

AUTHORITY OF ARBITRATOR

You and we agree that, upon motion by either party, any arbitrator shall have the power to decide dispositive issues of law prior to a full merits hearing, consistent with Federal Rules of Civil Procedure 12 and 56, and will decide the Claim in accordance with all applicable substantive law and recognized principles of equity. The arbitrator will determine whether the claimant has completed the steps necessary to initiate the suit. The arbitrator will construe the Claim under the applicable statutes of limitations provided for under the governing law. The arbitrator will honor all claims of privilege recognized by law. The arbitrator will have the power to award to a party any damages or relief as permitted by the law and the Agreement between you and us (including the limitations set forth above). In addition, the arbitrator has the same power as a federal court to impose sanctions against any represented party or counsel for any violation of the standards of Federal Rule of Civil Procedure 11(b) or 28 U.S.C. § 1927.

DELEGATION OF AUTHORITY TO ARBITRATOR

All issues are for the arbitrator to decide, including the scope of his or her own jurisdiction, and the arbitrability of individual claims, except that questions of whether the parties have entered into an agreement to arbitrate are for a court of competent jurisdiction to decide.

ARBITRATION DEMAND FILING REQUIREMENTS

In addition to the requirements set forth in the AAA rules, you agree that upon commencing a case with the AAA, you will provide your name, full account number, mailing address, telephone number, email address, a factual description of every disputed transaction for which you seek compensation (date, amount, and transaction type) and/or event (date, location, and individuals involved), explanation of the basis of your Claim, an itemized calculation of all alleged damages, and, if represented by counsel, a signed statement authorizing us to share information regarding your account and the Claim with them. You must personally sign the demand for arbitration (and your counsel must also sign the demand, if you are represented by counsel). By submitting an arbitration demand, you (and your counsel, if you are represented) represent that, as in court, you are complying with the requirements of Federal Rule of Civil Procedure 11(b). You agree and understand that failure to provide this information may result in dismissal of your Claim, though you have the right to refile once you provide the information described in this section.

ALLOCATION OF FEES

Each party will be responsible for the arbitration fees as allocated by the applicable AAA rules (www.adr.org).

FEE-SHIFTING AND SANCTIONS

The arbitrator is authorized to afford any relief or impose any sanctions available under Federal Rule of Civil Procedure 11, 28

U.S.C. § 1927, or any applicable state law on represented parties and their counsel. If the arbitrator finds that either the substance of your or our Claim or the relief sought was frivolous, without sufficient reasonable inquiry and/or a good faith basis, or was brought for an improper purpose (as measured by the standards set forth in Federal Rule of Civil Procedure 11(b), and/or under 28 U.S.C. § 1927), the arbitrator may reallocate compensation, expenses, and administrative fees (which include filing and hearing fees) as justice requires, and as permitted by applicable law.

MASS ARBITRATION

You agree that these additional requirements ("Mass Arbitration Procedures") shall apply to your Claim if it is filed as part of a "mass arbitration," which means twenty-five (25) or more arbitration claims involving the same or similar subject matter and/or issues of law or fact, and where representation of all claimants is the same or coordinated across the cases. You understand and agree that these procedures related to mass arbitrations will apply and that they are designed to (a) lead to the streamlined and cost-effective resolution of claims, consistent with the goal of this arbitration agreement; (b) ensure that large volume filings do not impose unnecessary burdens or impediments to the resolution and cost-effective adjudication of your Claim and similar claims; and (c) preserve the integrity of the arbitration process. You agree to these procedures even though they may delay the arbitration of your individual Claim. If at any point you are unsatisfied with the speed by which your matter is proceeding in mass arbitration, you are free to withdraw your arbitration demand and proceed in small claims court if the Claim is in that court's jurisdiction and proceeds on an individual basis.

Process Arbitrator Appointment

You and we agree that before an arbitrator is assigned to determine the merit of your Claim, a "Process Arbitrator" will be appointed. The Process Arbitrator will have the authority to ensure these Mass Arbitration Procedures and the AAA rules are followed. The parties agree that the Process Arbitrator will be selected by the process set forth in AAA Mass Arbitration Supplementary Rules or any equivalent AAA rule then in effect. In short, each party will receive a list of proposed Process Arbitrators provided by the AAA and will meet and confer to identify a mutually-agreeable candidate. If the parties cannot agree, they will submit their preferences to the AAA, and the AAA will select a Process Arbitrator.

Process Arbitrator Authority

In addition to the authority outlined in the AAA Mass Arbitration Supplementary Rules, the parties agree that the Process Arbitrator shall be empowered to resolve any dispute regarding whether your Claim should be dismissed because, for example, you failed to comply with the Mass Arbitration Filing Requirements, any other requirements outlined in this Agreement, or as permitted to address dismissal under the Federal Rules of Civil Procedure, including Federal Rule of Civil Procedure 12. You agree that if the Process Arbitrator finds you failed to comply with any requirement, your Claim will be dismissed, without prejudice to refiling once the deficiencies are remedied. The Process Arbitrator will also have the power to decide whether, based on the information submitted in the Mass Arbitration Filing Requirements, there are other threshold eligibility issues for your Claim to proceed, including but not limited to whether you had an account with us, experienced the transaction, fee, or event at issue, or otherwise cannot pursue your Claim due to a clear legal or factual deficiency, and to dismiss your Claim as appropriate. The Process Arbitrator shall have the power to determine whether or not a given dispute regarding these Mass Arbitration Filing Requirements and/or Procedures are within the Process Arbitrator's jurisdiction. The Process Arbitrator shall be authorized to afford any relief or impose any sanctions available under Federal Rule of Civil Procedure 11, 28 U.S.C. § 1927, or any applicable state law.

Mass Arbitration Procedure

Following the resolution of any disputes within the jurisdiction of the Process Arbitrator, if any, counsel for the claimants and our counsel shall each select fifteen (15) cases (per side) to proceed first in individual arbitration proceedings on the merits of each claim. Unless the parties otherwise agree, in no event shall any individual Merits Arbitrator be assigned more than five (5) cases. The parties agree that each side shall have the right to have fifteen (15) cases of their choosing proceed to final hearing, which shall occur within ninety (90) days of the selection of the cases (unless the parties agree to a different time period), before the process described in this section moves forward. After the first thirty (30) cases are resolved, counsel will meet and confer regarding ways to improve the efficiency of the proceedings, including whether to pursue settlement discussions or mediation or to change the number of cases filed in each stage. If the parties are unable to resolve the remaining cases after the conclusion of the initial thirty (30) proceedings and conferring in good faith, each side shall select another fifteen (15) cases per side to proceed to individual arbitration proceedings, which shall occur within ninety (90) days of the selection of the cases (unless the parties agree to a different time period). Each of these thirty (30) cases shall be assigned to a different Merits Arbitrator, though if the parties otherwise agree, a single Merits Arbitrator may be assigned up to five (5) cases. After this second set of thirty (30) cases are resolved, counsel will again meet and confer regarding ways to improve the efficiency of the proceedings, including whether to pursue settlement discussions or mediation or change the number of cases filed in each stage. If the parties do not reach a global resolution after the second set of cases are resolved, on either party's motion, the Process Arbitrator can decide to expedite the proceedings by forgoing more rounds of case selection and instead assigning Merits Arbitrators to all of the remaining cases at once. If no motion is made, this Mass Arbitration Procedure shall continue with thirty (30) cases in each set of proceedings, consistent with the parameters identified above. You and we agree to engage in these Mass Arbitration Procedures in good faith, which includes an agreement to pay the parties' respective case fee if your case is selected. Any dispute regarding any aspect of the specific Mass Arbitration Procedures outlined in this section shall be resolved by the Process Arbitrator.

Mass Arbitration Fees

No AAA per case fee shall be assessed in connection with any case until the case is selected to proceed to individual arbitration proceedings as part of the process identified in this section.

Interpretation and Enforcement of Mass Arbitration Procedure

Any dispute regarding the interpretation or enforcement of these Mass Arbitration Procedures shall be decided by the Process Arbitrator or, in cases that have been released to merits proceedings, the Merits Arbitrator. Their decisions regarding the Mass Arbitration Procedures shall be considered interlocutory in nature and not subject to immediate judicial review. If any terms of these Mass Arbitration Procedures are found to be legally unenforceable for any reason, then the proceedings shall otherwise continue in arbitration in accordance with AAA's Mass Arbitration Supplementary rules.

SURVIVAL AND SEVERABILITY OF TERMS

This Arbitration provision shall survive changes in this Agreement and termination of the account or the relationship between you and us, including the bankruptcy of any party and any sale or assignment of your account, or amounts owed on your account, to another person or entity. If any part of this Arbitration provision is deemed invalid or unenforceable, the other terms shall remain in force, except that there can be no arbitration of a class or representative dispute. This Arbitration provision may not be amended, severed or waived, except as provided in this Agreement or in a written agreement between you and us.

EFFECT OF ARBITRATION AWARD; APPEAL

The arbitration ruling will be considered final and binding, and enforceable by any court having jurisdiction. No party may seek an appeal of the arbitration ruling, except as provided under the FAA.

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