# Cardholder Agreements

If you are a Credit One Bank customer, you may request a copy of your specific Cardholder Agreement by signing in to your account.

**D535**

**Credit One Bank® American Express® For Rebuilding Credit**
**29.74%** Variable Purchase APR (WSJ Prime + 22.99%)
**$75** Annual Fee first year, then **$99** annually ($8.25 per month)
**$5.00** or **8%** Cash Advance Fee (whichever is greater)

**D534**

**Credit One Bank® Platinum Visa® For Rebuilding Credit**
**29.74%** Variable Purchase APR (WSJ Prime + 22.99%)
**$49** Annual Fee first year, then **$99** annually ($8.25 per month)
**$5.00** or **8%** Cash Advance Fee (whichever is greater)

**D531**

**Credit One Bank® American Express® For Rebuilding Credit**
**29.74%** Variable Purchase APR (WSJ Prime + 22.99%)
**$75** Annual Fee first year, then **$99** annually ($8.25 per month)
**$5.00** or **8%** Cash Advance Fee (whichever is greater)

**D530**

**Credit One Bank® American Express® For Rebuilding Credit**
**29.74%** Variable Purchase APR (WSJ Prime + 22.99%)
**$75** Annual Fee first year, then **$99** annually ($8.25 per month)
**$5.00** or **8%** Cash Advance Fee (whichever is greater)

**D529**

**Credit One Bank® Platinum Rewards Visa® With No Annual Fee**
**29.74%** Variable Purchase APR (WSJ Prime + 22.99%)
**$0** Annual Fee
**$10.00** or **5%** Cash Advance Fee (whichever is greater)

**D528**

**Credit One Bank® Platinum Rewards Visa® With No Annual Fee**
**29.74%** Variable Purchase APR (WSJ Prime + 22.99%)
**$0** Annual Fee
**$10.00** or **5%** Cash Advance Fee (whichever is greater)

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# Cardholder Agreements

If you are a Credit One Bank customer, you may request a copy of your specific Cardholder Agreement by signing in to your account.

| | |
|---|---|
| **D527** | **Credit One Bank® Platinum X5 Visa Signature® Card**<br>**29.74%** Variable Purchase APR (WSJ Prime + 22.99%)<br>**$95** Annual Fee<br>**$10.00** or **5%** Cash Advance Fee (whichever is greater) |
| **D526** | **Credit One Bank® Platinum X5 Visa Signature® Card**<br>**29.74%** Variable Purchase APR (WSJ Prime + 22.99%)<br>**$95** Annual Fee<br>**$10.00** or **5%** Cash Advance Fee (whichever is greater) |
| **D525** | **Credit One Bank® Premier American Express® Card**<br>**29.74%** Variable Purchase APR (WSJ Prime + 22.99%)<br>**$0** Annual Fee<br>**$10.00** or **5%** Cash Advance Fee (whichever is greater) |
| **D524** | **Credit One Bank® Premier American Express® Card**<br>**29.74%** Variable Purchase APR (WSJ Prime + 22.99%)<br>**$0** Annual Fee<br>**$10.00** or **5%** Cash Advance Fee (whichever is greater) |
| **D523** | **Credit One Bank® Vegas Golden Knights Credit Card**<br>**29.74%** Variable Purchase APR (WSJ Prime + 22.99%)<br>**$99** Annual Fee first year, then **$99** annually ($8.25 per month)<br>**$5.00** or **8%** Cash Advance Fee (whichever is greater) |
| **D522** | **Credit One Bank® Platinum Rewards Visa® Card**<br>**29.74%** Variable Purchase APR (WSJ Prime + 22.99%)<br>**$59** Annual Fee<br>**$5.00** or **8%** Cash Advance Fee (whichever is greater) |

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# Cardholder Agreements

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**D518**

**Credit One Bank® Premier American Express® Card**
**23.99%** APR
**$39** Annual Fee
**$10.00** or **5%** Cash Advance Fee (whichever is greater)

**D517**

**Credit One Bank® NASCAR® American Express® Card**
**29.74%** Variable Purchase APR (WSJ Prime + 22.99%)
**$0** Annual Fee
**$10.00** or **5%** Cash Advance Fee (whichever is greater)

**D515**

**Credit One Bank® Platinum Visa® For Rebuilding Credit**
**29.74%** Variable Purchase APR (WSJ Prime + 22.99%)
**$49** Annual Fee first year, then **$99** annually ($8.25 per month)
**$5.00** or **8%** Cash Advance Fee (whichever is greater)

**D514**

**Credit One Bank® Platinum Rewards Visa® Card**
**29.74%** Variable Purchase APR (WSJ Prime + 22.99%)
**$39** Annual Fee
**$5.00** or **8%** Cash Advance Fee (whichever is greater)

**D513**

**Credit One Bank® NASCAR® American Express® Card**
**29.74%** Variable Purchase APR (WSJ Prime + 22.99%)
**$39** Annual Fee
**$5.00** or **8%** Cash Advance Fee (whichever is greater)

**D512**

**Credit One Bank® Platinum Rewards Visa® With No Annual Fee**
**29.74%** Variable Purchase APR (WSJ Prime + 22.99%)
**$0** Annual Fee
**$10.00** or **5%** Cash Advance Fee (whichever is greater)

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# Cardholder Agreements

If you are a Credit One Bank customer, you may request a copy of your specific Cardholder Agreement by signing in to your account.

**D498**

**Credit One Bank® Retail Rewards Visa®**
**29.74%** Variable APR (WSJ Prime + 22.99%)
**$99** Annual Fee first year, then **$120** annually ($10.00 per month)
**$5.00** or **8%** Cash Advance Fee (whichever is greater)

**D497**

**Credit One Bank® Platinum X5 Visa Signature® Card**
**29.74%** Variable Purchase APR (WSJ Prime + 22.99%)
**$95** Annual Fee
**$10.00** or **5%** Cash Advance Fee (whichever is greater)

**D496**

**Credit One Bank® Omni Rewards American Express® Card**
**29.74%** Variable APR (WSJ Prime + 22.99%)
**$95** Annual Fee
**$10.00** or **5%** Cash Advance Fee (whichever is greater)

**D495**

**Credit One Bank® American Express® For Rebuilding Credit**
**29.74%** Variable Purchase APR (WSJ Prime + 22.99%)
**$75** Annual Fee first year, then **$99** annually ($8.25 per month)
**$5.00** or **8%** Cash Advance Fee (whichever is greater)

**D494**

**Credit One Bank® NASCAR® American Express® For Rebuilding Credit**
**29.74%** Variable APR (WSJ Prime + 22.99%)
**$75** Annual Fee first year, then **$99** annually ($8.25 per month)
**$5.00** or **8%** Cash Advance Fee (whichever is greater)

**D493**

**Credit One Bank® Platinum Stratis Visa® Card**
**29.74%** Variable APR (WSJ Prime + 22.99%)
**$59** Annual Fee first year, then **$99** annually ($8.25 per month)
**$5.00** or **8%** Cash Advance Fee (whichever is greater)

**D492**

**Credit One Bank® Retail Rewards Visa®**
**29.74%** Variable APR (WSJ Prime + 22.99%)
**$59** Annual Fee first year, then **$99** annually ($8.25 per month)
**$5.00** or **8%** Cash Advance Fee (whichever is greater)

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# Cardholder Agreements

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| | |
|---|---|
| **D488** | **Credit One Bank® Omni Rewards American Express® Card**<br>**29.74%** Variable Purchase APR (WSJ Prime + 22.99%)<br>**$0** Annual Fee<br>**$10.00** or **5%** Cash Advance Fee (whichever is greater) |
| **D487** | **Credit One Bank® American Express® Card**<br>**29.74%** Variable Purchase APR (WSJ Prime + 22.99%)<br>**$95** Annual Fee<br>**$10.00** or **5%** Cash Advance Fee (whichever is greater) |
| **D486** | **Credit One Bank® Wander® American Express® Card**<br>**29.74%** Variable APR (WSJ Prime + 22.99%)<br>**$95** Annual Fee<br>**$10.00** or **5%** Cash Advance Fee (whichever is greater) |
| **D485** | **Credit One Bank® NASCAR® American Express® Card**<br>**29.74**% Variable Purchase APR (WSJ Prime + 22.99%)<br>**$75** Annual Fee first year, then **$99** annually ($8.25 per month)<br>**$5.00** or **8%** Cash Advance Fee (whichever is greater) |
| **D484** | **Credit One Bank® American Express® For Rebuilding Credit**<br>**29.74%** Variable Purchase APR (WSJ Prime + 22.99%)<br>**$75** Annual Fee first year, then **$99** annually ($8.25 per month)<br>**$5.00** or **8%** Cash Advance Fee (whichever is greater) |
| **D483** | **Credit One Bank® Retail Rewards Visa®**<br>**29.74%** Variable Purchase APR (WSJ Prime + 22.99%)<br>**$75** Annual Fee first year, then **$99** annually ($8.25 per month)<br>**$5.00** or **8%** Cash Advance Fee (whichever is greater) |

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# Cardholder Agreements

If you are a Credit One Bank customer, you may request a copy of your specific Cardholder Agreement by signing in to your account.

| | |
|---|---|
| **D482** | **Credit One Bank® Vegas Golden Knights Credit Card**<br>**29.74%** Variable Purchase APR (WSJ Prime + 22.99%)<br>**$75** Annual Fee first year, then **$99** annually ($8.25 per month)<br>**$5.00** or **8%** Cash Advance Fee (whichever is greater) |
| **D481** | **Credit One Bank® Platinum Stratis Visa® Card**<br>**29.74%** Variable Purchase APR (WSJ Prime + 22.99%)<br>**$75** Annual Fee first year, then **$99** annually ($8.25 per month)<br>**$5.00** or **8%** Cash Advance Fee (whichever is greater) |
| **D480** | **Credit One Bank® Premier American Express® Card**<br>**29.74%** Variable Purchase APR (WSJ Prime + 22.99%)<br>**$39** Annual Fee<br>**$5.00** or **8%** Cash Advance Fee (whichever is greater) |
| **D479** | **Credit One Bank® Premier American Express® Card**<br>**29.74%** Variable Purchase APR (WSJ Prime + 22.99%)<br>**$0** Annual Fee<br>**$10.00** or **5%** Cash Advance Fee (whichever is greater) |
| **D478** | **Credit One Bank® Secured Card**<br>**29.74%** Variable Purchase APR (WSJ Prime + 22.99%)<br>**$0** Annual Fee<br>**$5.00** or **8%** Cash Advance Fee (whichever is greater) |
| **D468** | **Credit One Bank® Platinum Visa® For Rebuilding Credit**<br>**30.99%** Variable APR (WSJ Prime + 24.24%)<br>**$49** Annual Fee first year, then **$99** annually ($8.25 per month)<br>**$5.00** or **8%** Cash Advance Fee (whichever is greater) |
| **D444** | **Credit One Bank® American Express® For Rebuilding Credit**<br>**28.74%** Variable APR (WSJ Prime + 21.99%)<br>**$75** Annual Fee first year, then **$99** annually ($8.25 per month)<br>**$5.00** or **8%** Cash Advance Fee (whichever is greater) |

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# Cardholder Agreements

If you are a Credit One Bank customer, you may request a copy of your specific Cardholder Agreement by signing in to your account.

**D431**

**Credit One Bank® American Express® For Rebuilding Credit**
**23.99%** APR
**$75** Annual Fee first year, then **$75** annually ($6.25 per month)
**$10.00** or **5%** Cash Advance Fee (whichever is greater)

**D315**

**Credit One Bank® Secured Card**
**23.99%** APR
**$0** Annual Fee
**$10.00** or **5%** Cash Advance Fee (whichever is greater)

**D304**

**Credit One Bank® Platinum Rewards Visa® Card**
**23.99%** APR
**$39** Annual Fee
**$10.00** or **5%** Cash Advance Fee (whichever is greater)

**D300**

**Credit One Bank® Platinum Visa® For Rebuilding Credit**
**23.99%** APR
**$75** Annual Fee first year, then **$75** annually ($6.25 per month)
**$10.00** or **5%** Cash Advance Fee (whichever is greater)

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# *CARD AGREEMENT*

**D535**

## *Pricing Summary*

| Interest Rates and Interest Charges | |
|---|---|
| **ANNUAL PERCENTAGE RATE (APR) for Purchases** | **29.74%**<br>This APR will vary with the market based on the Prime Rate. |
| **ANNUAL PERCENTAGE RATE (APR) for Balance Transfers** | **29.74%**<br>This APR will vary with the market based on the Prime Rate. |
| **ANNUAL PERCENTAGE RATE (APR) for Cash Advances** | **31.74%**<br>This APR will vary with the market based on the Prime Rate. |
| **Paying Interest** | Your due date is at least 24 days after the close of each billing cycle. We will not charge you any interest on Purchases if you pay your entire balance by the due date each month. We will begin charging interest on Cash Advances and Balance Transfers from the posting date. |
| **Minimum Interest Charge** | If you are charged interest, the charge will be no less than $1.00. |
| **For Credit Card Tips from the Consumer Financial Protection Bureau** | **To learn more about factors to consider when applying for or using a credit card, visit the website of the Consumer Financial Protection Bureau at http:// www.consumerfinance.gov/learnmore.** |
| **Fees** | |
| **Annual Fee** | **$75** for the first year. After that, **$99** annually (billed at $8.25 per month). |
| **Transaction Fees**<br>• Balance Transfer | • Introductory fee: Either **$10** or **5%** of the amount of each Balance Transfer posted to your account within 60 days of account opening, whichever is greater.<br>After that, either **$5** or **8%** of the amount of each Balance Transfer, whichever is greater. |
| • Cash Advance | • Either **$5** or **8%** of the amount of each Cash Advance, whichever is greater. |
| • Foreign Transaction | • Either **$1** or **3%** of the amount of each purchase in U.S. dollars, whichever is greater. |
| **Penalty Fees**<br>• Late Payment | • Up to **$39*** |
| • Returned Payment | • Up to **$39**** |

**How We Will Calculate Your Balance:** We use a method called "average daily balance (including new Purchases)." See your Card Agreement for more details.

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

***Late Payment Fee:** We will charge the maximum safe harbor amount, which is set annually in accordance with 12 C.F.R. 1026.52(b)(1)(ii)(D). Currently the fee is $29, unless you incurred a Late Payment Fee during the prior six billing cycles. If you did, the fee is currently $39. This fee will not exceed the related Minimum Payment that was due. We charge a Late Payment Fee to your Account if at least the Amount Due This Period (less any Late Payment Fee for the current billing cycle) plus any Past Due Amount is not received by 5:00 p.m. PT on the Payment Due Date shown on your statement.

****Returned Payment Fee:** We will charge the maximum safe harbor amount, which is set annually in accordance with 12 C.F.R. 1026.52(b)(1)(ii)(D). If a payment is not honored upon first presentment, even if the payment is later honored, a Returned Payment Fee will be charged to your Account. Currently, the fee is $29, unless you incurred a Returned Payment Fee in the prior six billing cycles. If you did, the fee is currently $39. This fee will not exceed the related Minimum Payment that was due.

**Additional Rate Information:** The Purchase and Balance Transfer APR equals the Prime Rate plus a margin of 22.99%. This corresponds to a monthly periodic rate of 2.47833%. Cash Advance APR equals the Prime Rate plus a margin of 24.99%. This corresponds to a monthly periodic rate of 2.64500%.

**Minimum Payments:** 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 the sum of:

- 5% of your outstanding balance, rounded up to the next whole dollar, or $30, whichever is greater;
- any Late Payment Fee for the current billing cycle;
- and any Past Due Amount (excluding any past due Late Payment Fees).

## ***The Agreement***

This Agreement, together with the Pricing Summary, is your contract with us.

**Accepting this Agreement:** You accept this Agreement when you use the Account. You may still reject this Agreement if you have not yet used the Card, used the Account, or paid a fee after receiving a billing statement. To reject the Agreement, call us at 866-515-5721 or write us at Bank Card Center, P.O. Box 95516, Las Vegas, NV 89193-5516. If you reject the Agreement, you are not responsible for any fees or charges.

**Arbitration:** This Agreement includes an Arbitration Provision with class action and jury trial waivers. You can reject the Arbitration Provision. See "How to REJECT this agreement to arbitrate" in the Arbitration section. If you do not, it will be part of this Agreement.

**Promise to Pay:** You agree to pay us for all amounts due on your Account, including credit for Purchases, Balance Transfers, and Cash Advances, as well as interest charges and fees. This includes charges made by Additional Cardholders and other Authorized Users.

## ***Definitions***

**Account** means the Credit One Bank card account under this Agreement.

**Authorized User** means any person you allow to use your Account or Card, including Additional Cardholders. If the Authorized User has been issued a Card and you want to terminate the Authorized User, you must notify us by telephone or in writing.

**Balance Transfer** means a transaction we designate that allows you to use your Account to pay another creditor or yourself. Balance Transfers cannot be used to pay us or our affiliates. A Balance Transfer will be subject to the terms of the Balance Transfer offer and this Agreement.

**Card** refers to one or more cards or access devices, including your Account number, that we give you or someone else with your authorization to get credit under this Agreement.

**Cardholder** refers to each person with a card issued in their name.

**Cash Advance** means the use of your Account to obtain funds at a financial institution or the use of a Convenience Check.

**Convenience Check** means a check we issue to you to take a Cash Advance. You may not use these checks to pay us or our affiliates.

**Purchase** means the use of the Account to obtain goods or services.

**Prime Rate** means the highest U.S. Prime Rate in the Money Rates section of The Wall Street Journal on the 25th day of the month, or the next day if that day is not a publication day. If The Wall Street Journal does not publish the U.S. Prime Rate, we may substitute another index.

**we**, **us**, **our**, and **Credit One Bank** refer to Credit One Bank, N.A., the issuer of your Card.

**you**, and **your** refer to each person who has applied for the Account and where appropriate, the Authorized User.

## ***Features and Use of Your Account***

**Using Your Card:** You may make Purchases wherever the Card is accepted. You may use the Account to obtain Cash Advances, but you may not make more than two Cash Advance transactions per day which may not exceed the lower of your available credit for cash or $200. You may use the Account for only personal, family, or household purposes, and if your Account is used for any other purpose you are still responsible for such use. You may not use the Account for business or commercial purposes. The Account may not be used for online or internet gambling or illegal purposes.

**Your Credit Limit:** We will tell you your credit limit. Keep your Account balance below your credit limit. If you do not, you must still pay us. We may designate part of your credit limit as a Cash Advance limit and part as a Balance Transfer limit. We may change your credit limit(s) at any time, without notice. You may use a portion of your credit limit for Cash Advances and Balance Transfers. Each Purchase, Cash Advance, and Balance Transfer obtained will reduce the amount of available credit under your credit limit until it is repaid. We may delay increasing your available credit by the amount of any payment that we receive for up to 12 calendar days.

**Credit Limit Increase:** To request a credit limit increase contact the Customer Service number on your statement. We may impose a fee for processing the request.

**Credit Authorizations:** We may decline to authorize a transaction for any reason. We will not be liable to you if we decline a transaction or if anyone refuses any use of your Card.

**Automatic Billing:** You may set up automatic billing with a merchant. You authorize us to provide an updated Account number or Card expiration date to any merchant at our discretion. Contact the merchant to stop automatic billing.

**Joint Accounts:** If this is a joint account, each of you is responsible individually and together for all amounts owed. Each of you is responsible even if the Account is used by only one of you. You will continue to be liable for the entire balance of the Account, even if your co-applicant is ordered by a court to pay us. You will remain liable to us if your co-applicant fails to pay as ordered by the court. Your Account status will continue to be reported to the credit reporting agencies under each of your names. The delivery of notices or billing statements to either of you serves as delivery to each of you. We may rely on instructions given by either of you. We are not liable to either of you for relying upon such instructions.

**Electronic Access:** Applications (apps) on electronic devices (such as mobile wallets) can store your Card and can be used to get credit under this Agreement. Such transactions are covered by this Agreement. Apps may have separate terms of use. We are not responsible if you violate those terms or for any consequences from violating those terms.

**Additional Cardholder:** At your request, we may, at our discretion, issue, in the name of another person, an additional Card on your Account. That person is an Additional Cardholder, as well as an Authorized User. An Additional Cardholder has access to certain Account information including balance, available credit and payment information. If you advise us that the Additional Cardholder is your spouse, information regarding the Account will be provided to consumer reporting agencies in your name as well as in the name of the Additional Cardholder. By requesting that we add an Additional Cardholder to your Account, you represent that you (1) have the consent of the Additional Cardholder to be added to the Account, (2) have provided a copy of this Agreement to the Additional Cardholder, and (3) if the Additional Cardholder is your spouse, you have told the Additional Cardholder that Credit One Bank will furnish credit information about them to the credit reporting agencies in connection with the Account. The Additional Cardholder may report the Card lost or stolen and may remove him or herself from the Account.

## ***Interest Rates and Interest Changes***

**Annual Percentage Rates (APRs):** See the Pricing Summary for your APRs. The APR for Balance Transfers will be the same as the APR for standard Purchases, unless a promotional rate applies.

**Variable Rates:** Your Pricing Summary indicates whether you have any variable APRs. Variable APRs are determined by adding to the Prime Rate the number of percentage points ("margin") specified in the Pricing Summary. Variable APRs will increase or decrease when the Prime Rate changes. The APR change will take effect beginning with billing cycles that end on or after the first day of the month after the month in which the Prime Rate changes. An increase in the APR will increase your interest charges and may increase your Minimum Payment Due.

**Average Daily Balance Method (including new transactions):** We calculate interest each billing cycle by first figuring the "average daily balance" for each type of balance. Standard Purchases, standard Cash Advances, standard Balance Transfers, and each promotional offer, are all types of balances.

For each type of balance, for each billing cycle, we start with the balance on the last day of your previous billing cycle. We subtract any unpaid interest. This is the beginning balance each day. Each day of the billing cycle we subtract any new payments and credits applied to that type of balance. We add any new transactions and fees for that type of balance. We add Purchases, Cash Advances, and Balance Transfers on the post date. We add transaction fees on promotional rate and non-promotional rate Balance Transfers to the same type of balance as the transaction. We add all other fees to the standard Purchase balance. This gives us the daily balance for that type of balance, except that if the daily balance is negative, we treat it as zero. We then add up all of the daily balances and divide by the number of days in the billing cycle. This gives us the "average daily balance" for that type of balance. We multiply the average daily balance by the applicable monthly periodic rate (the APR divided by 12). This gives us the interest charged for that type of balance for that billing cycle. This interest is included in the Account balance on the last day of the billing cycle. The results for all types of balances are then added together to determine the total interest charged that billing cycle.

**When Interest Begins:** We begin to impose interest on a transaction or fee from the day we add it to the daily balance. We continue to impose interest 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 billing statement by the Payment Due Date shown on that billing statement, we will not impose interest on new Purchases paid by the Payment Due Date on your current billing statement. The Payment Due Date will be at least 24 days after the close of the billing cycle. If you have been paying your Account balance in full and thereby avoiding interest on Purchases, but then do not pay the next New Statement Balance in full by the Payment Due Date, in that billing cycle we will start charging interest on the unpaid portion of your balance.

## ***Fees***

See the Pricing Summary for additional Fee information.

**Annual Fee:** If your Account is subject to an Annual Fee, the amount and when it is billed is shown on the Pricing Summary. The Annual Fee is billed to the Account until the Account is closed and the outstanding balance is paid in full. The Annual Fee is refundable as long as you cancel your Account and have not used your card for any Purchases, Cash Advances, or Balance Transfers and you have not made a payment.

**Credit Limit Increase Fee:** If a fee is imposed for processing a Credit Limit increase request, we will tell you the amount of the fee at the time of your request and before you agree to it.

**Foreign Transaction Fee:** We add this fee, unless "None" is stated in the Pricing Summary table, for each purchase made outside the U.S. (A purchase is made outside the U.S. unless it is made with a U.S. merchant, processed completely in the U.S., and in U.S. dollars.) The fee is a percentage of the U.S. dollar amount of the purchase. American Express charges a foreign currency conversion fee of 1% of the amount of the transaction in U.S. dollars. This fee is included as part of the Foreign Transaction Fee listed in the Pricing Summary.

**Optional Express Payment Service Fee:** If a representative of ours helps expedite your payment, we may impose an Express Payment fee. You will be informed of the amount of the fee before you complete the transaction.

**Duplicate Statement Fee:** If you request a duplicate copy of a monthly statement, for any purpose other than to assert a billing error, you will be charged a fee of up to $10 for each statement copy requested.

**Sales Slip Request Fee:** If you request a copy of a sales slip, for any purpose other than to resolve a dispute about the charges on your Account, you will be charged a fee of $6 for each sales slip copy requested.

**Replacement Card Fee:** If you request a replacement card, a Replacement Card Fee of up to $25 may be charged to your Account.

## ***Payments***

**Minimum Payment Due:** See the Pricing Summary for the minimum payment requirements.

**Small Balances:** As it is uneconomical for both you and us to process payments or maintain credits that are $1 or less in amount, you agree as follows: (1) In any billing cycle in which you have had no transactions and your New Balance on the billing date is $1 or less, the balance will be rounded to

zero and you will not receive a bill for this amount. (2) In the event that you have a credit balance of $1 or less for two consecutive billing cycles, the balance will be rounded to zero and you will not receive a refund of this amount.

**Payment Instructions:** You must pay us in U.S. dollars, in funds on deposit in the U.S. 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.

**Irregular Payments:** Any payment submitted in offer of settlement of a disputed debt, including any item containing a notation such as "paid in full," and any other item with a restrictive endorsement, must be sent to: Credit One Bank, P.O. Box 95516, Las Vegas, NV 89193-5516. We can accept late payments, partial payments, and checks or other items with restrictive endorsements at any other address without losing any of our rights under this Agreement.

**Postdated Checks:** You agree that we need not examine any payment check to confirm that it is not postdated and that we may deposit any postdated check on the day we receive it.

**Payment Allocation:** We apply payments up to the Minimum Payment Due and credits at our discretion, which may result in balances at lower APRs being paid first and higher interest charges. Payments over the Minimum Payment Due will be applied to balances with higher APRs first.

## ***Collecting, Sharing, and Updating Information***

**Customer Privacy:** We send you our Privacy Policy when you open your Account and thereafter in accordance with applicable law. 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. You accept the terms of our Privacy Policy when you use the Account. Contact us or visit CreditOne.com if you would like a copy.

**Information About You:** You authorize us to obtain and/or use information about you from third parties and credit reporting agencies to: (1) verify your identity and/or conduct investigative inquiries; (2) determine your income and credit eligibility; (3) review your Account and provide renewal of credit; (4) verify your current credit standing in order to present future credit limit increases or decreases; (5) qualify you for and present additional lines of credit or other offers; and (6) collect amounts owing on your Account. Upon request, we will tell you the name and address of any credit reporting agency that provided us with information concerning you.

**Furnishing Information:** We may furnish information concerning your Account or credit file to consumer reporting agencies and others who may properly receive that information. If you believe that information we furnished is inaccurate or incomplete, please write us at Credit One Bank, P. O. Box 98873, Las Vegas, NV 89193-8873. Please include your name, address, home phone number and Account number.

**Telephone Calls, Text Messages and Emails Regarding Your Account:** You are providing express written permission and consent authorizing Credit One Bank and our agents, servicers, contractors, subsidiaries, affiliates, officers, and other partners and employees to contact you at any phone number (including mobile, cellular/wireless, or similar devices) or email address you provide at any time, for any lawful purpose. The ways in which we may contact you include live operator, dialing system, automatic telephone dialing systems (auto-dialer), prerecorded and artificial voice message, text/SMS message or email. Phone numbers and email addresses you provide include those you give to us, those from which you, or someone acting on your behalf, contact us or which we obtain through other means. If you provide a phone number for which you are not the owner, you confirm you are authorized to provide that number. Such lawful purposes include, but are not limited to: obtaining information; activation of the card for verification and identification purposes; account transactions or servicing related matters; suspected fraud or identity theft; collection on the Account; and providing information about special products and services. You agree to pay any fee(s) or charge(s) that you may incur for incoming communications from us or outgoing communications to us, to or from any such number or email address, without reimbursement from us.

**Communication Revocation:** You may revoke your authorization for most communications. However, you cannot revoke authorization for fraud related communications or legally required communications. To change your communication preferences or to revoke consent you must write us. Please:

- include your name, mailing address, and the last four digits of your Account number;
- specify whether you are changing your preferences regarding mail, telephone calls, emails, and/or text or SMS messages;
- provide the specific phone number(s) and/or email address for which you are requesting communications to cease;
- send this written notice to: Credit One Bank, P.O. Box 98873, Las Vegas, NV 89193-8873.

Certain communication preferences can be changed on-line. Please log in to your Account to see if that option is available.

**Telephone Monitoring:** You agree that we (and our servicers, agents and contractors) may monitor and record any calls between you and us.

**Updating Your Phone Number:** Notify us immediately if you change mobile or cell phone numbers or plan to give your phone to someone else. It is your responsibility to provide us with a true, accurate and complete mobile number and to maintain and update promptly any changes in this information. You can update your mobile number by calling us at the phone number on the back of your Card.

**Indemnification:** If you provide telephone number(s) for which you are not the subscriber, or fail to notify us when you cease to be the subscriber for a telephone number you previously gave us, you agree to indemnify us, our subsidiaries, affiliates, officers, agents, servicers, contractors, and other partners and employees for any costs and expenses, including reasonable attorneys' fees, incurred as a result of us contacting or attempting to contact you at the number(s). Your obligation under this paragraph shall survive termination of the Agreement.

## ***Account Closure***

**Default:** You are in default under this Agreement if (1) bankruptcy or another insolvency proceeding is filed by or against you; (2) we reasonably believe you are unable or unwilling to repay us; (3) you die or are legally incompetent or incapacitated; (4) you fail to comply with the terms of this Agreement, including failing to make a required payment when due, exceeding your credit limit or using your Card or Account for an illegal transaction; (5) you give us misleading, false, incomplete or incorrect information or fail to give us any information we deem necessary; or (6) if you no longer permanently reside in the United States or its territories. If you are in default, we may declare the entire Account balance immediately due and payable without advance 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.

**Closing Your Account:** You may close your Account at any time. You will remain responsible for any amount you owe us under this Agreement. Any joint Cardholder may cancel a joint Account. However, both of you will remain responsible for paying all amounts owed. If your Account is subject to an Annual Fee, the fee will continue to be charged until you pay your outstanding balance in full.

We may cancel, suspend or not renew your Card, Account, or access to the credit line at any time and for any reason without notice. If your Account is closed by us, the Annual Fee will continue to be charged until you pay your outstanding balance in full.

However, when your Account is closed, if there is: (1) a debit balance of $1 or less, that balance will be rounded to zero and you will not be required to pay this amount; or (2) a credit balance of $1 or less, that balance will be rounded to zero and this amount will not be refunded to you. The rounding to zero may occur after your closing statement cycles, and you may not receive a statement reflecting the rounding.

## ***Arbitration Agreement***

**PLEASE READ CAREFULLY—IMPORTANT—AFFECTS YOUR LEGAL RIGHTS**

This agreement to arbitrate provides that you or we can require controversies or disputes between us to be resolved by BINDING ARBITRATION. You have the right to REJECT this agreement to arbitrate by using the procedure explained below.

If you do not reject this agreement to arbitrate, you GIVE UP YOUR RIGHT TO GO TO COURT and controversies or disputes between us will be resolved by a NEUTRAL ARBITRATOR INSTEAD OF A JUDGE OR JURY, using rules that are simpler and more limited than in a court. Arbitrator decisions are subject to VERY LIMITED REVIEW BY A COURT. Arbitration will proceed INDIVIDUALLY— CLASS ACTIONS AND SIMILAR PROCEDURES WILL NOT BE AVAILABLE TO YOU.

**Agreement to Arbitrate:** You and we agree that either you or we may, without the other's consent, require that controversies or disputes between you and us (all of which are called "Claims"), be submitted to mandatory, binding arbitration. This agreement to arbitrate is made pursuant to a transaction involving interstate commerce, and shall be governed by, and enforceable under, the Federal Arbitration Act (the "FAA"), 9 U.S.C. §1 et seq., and (to the extent State law is applicable), the laws of the State of Nevada.

For purposes of this agreement to arbitrate, "you" includes you, any co-applicant, any Authorized User (including Additional Cardholders), or anyone else connected with you or claiming through you; and "we" or "us" includes Credit One Bank, N.A., all of its parents, subsidiaries, affiliates, successors, predecessors, employees, and related persons or entities, and all third parties who are regarded as agents or representatives of us in connection with the subject matter of the claim or dispute at issue.

**Covered Claims:** Claims subject to arbitration include, but are not limited to, any controversies or disputes arising from or relating in any way to your Account; any transactions involving your Account; any disclosures made to you concerning your Account; any interest, charges, or fees assessed on

your Account; any service(s) or programs related to your Account; and, if permitted by the rules of the arbitration forum, any collection of debt related to your Account. Claims also include controversies or disputes arising from or relating in any way to advertising, solicitations, or any application for, approval of, or establishment of your Account. Claims subject to arbitration include any controversies or disputes based on any theory of law, whether contract, tort, statute, regulation, common law, or equity, or whether they seek legal or equitable remedies. All Claims are subject to arbitration whether they arose in the past, may currently exist, or may arise in the future. Arbitration will apply even if your Account is closed, you pay us in full any outstanding debt you owe, or you file for bankruptcy. Also, controversies or disputes about the validity, enforceability, coverage, meaning, or scope of this agreement to arbitrate or any part thereof are subject to arbitration and are for the arbitrator to decide. Any questions about what Claims are subject to arbitration shall be resolved by interpreting this agreement to arbitrate in the broadest way the law will allow it to be enforced.

**Claims Not Covered:** Claims (whether brought initially or by counter or cross-claim) are not subject to arbitration if they are filed by you or us in a small claims court, so long as the case remains in such court and only individual claims for relief are advanced in the case.

**No Class Arbitration or Consolidation or Joinder of Parties:** Class actions and other similar procedures in which individuals seek to represent similarly situated individuals or seek relief on behalf of the general public, and consolidation or joinder of Claims (except for claimants on the same account), are NOT available under this agreement to arbitrate. Claims in arbitration will proceed on an INDIVIDUAL basis only:

> UNLESS YOU REJECT THIS AGREEMENT TO ARBITRATE, YOU AND WE WAIVE THE RIGHT TO ASSERT OR PARTICIPATE IN A CLASS ACTION OR ANY REPRESENTATIVE OR CONSOLIDATED PROCEEDING IN COURT OR IN ARBITRATION.

The arbitrator shall have no authority to entertain any Claim as a class action or private attorney general action or on any other similar representative basis, nor shall the arbitrator have any authority to consolidate or join Claims brought by separate claimants (except for claimants on the same account). This also means that the arbitrator 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.†

†**Notice to California Account Holders:** This agreement to arbitrate shall not be construed to prevent you from seeking in the arbitration the remedy of public injunctive relief if (a) you reside in California, (b) you resided in California at the time you entered into this agreement to arbitrate, or (iii) the billing address for your Account is a California address (hereafter, "California Account Holder").

**Initiation of Arbitration:** The arbitration shall be administered by the American Arbitration Association ("AAA") before a single arbitrator under the AAA's Consumer Arbitration Rules, or by a mutually agreeable administrator, before a single arbitrator, as modified by this arbitration provision. Information about the arbitration process for AAA can be obtained from the AAA at www.adr.org. The arbitrator shall be selected from the AAA (or mutually agreeable administrator) panel of neutrals then active on the roster maintained by the AAA (or mutually agreeable administrator) office located in the city of or nearest to your billing address and, unless otherwise mutually agreed, the arbitrator shall be a retired federal judge, a retired state appellate judge, a retired state trial judge, or a lawyer with at least 15 years of experience in that order of preference.

In the event that the AAA or mutually agreeable administrator is unable or unwilling 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).

**Arbitration Procedures and Applicable Law; Offer of Settlement:** Unlike a lawsuit in state or federal court, arbitration is conducted by a private organization that specializes in alternative dispute resolution. Disputes in arbitration are decided by a neutral arbitrator instead of a judge or jury. You may represent yourself in arbitration, or you may be represented by a lawyer.

Under this agreement to arbitrate, a single arbitrator designated by the arbitration administrator will decide the Claim under applicable law. The arbitrator is bound by the terms of this agreement to arbitrate. The AAA or mutually agreeable administrator will apply its code of procedures in effect at the time the arbitration claim is filed. If there is a conflict between that code of procedures and this arbitration provision and/or any sections of this Card Agreement, this arbitration provision and/or this Card Agreement will control. The arbitrator will honor all claims of privilege recognized by law. Subject to the prohibition on class, representative, and consolidation procedures set forth above, the arbitrator will have the power to award to a party any damages or other relief (including relief in equity) provided for under applicable law. That is, a party will be entitled to recover in arbitration any damages or other relief that it could recover if it prevailed in a court proceeding. An arbitrator's award shall consist of a written statement setting forth the disposition of each Claim. At the request of any party, the arbitrator shall also set forth a written explanation of the essential findings and conclusions on which the award is based. An arbitration award shall decide the rights and obligations only of the parties named in the arbitration, and shall not have any bearing on another person or dispute.

If your Claim is for $10,000 or less, you may choose whether the arbitration will be conducted solely on the basis of documents, in a telephonic hearing, or in an in-person hearing.

Any in-person hearing will take place in the federal judicial district that includes your billing address at the time the Claim is filed, unless the parties agree to a different place.

**The Arbitrator's Decision:** The arbitrator's decision will be final and binding on the parties. A party can file a written appeal to the arbitration administrator within thirty (30) days after an award is issued. The appeal will proceed before a panel of three neutral arbitrators designated by the same arbitration administrator. The panel will decide anew all factual and legal issues, following the same rules of procedure, by majority vote any aspect of the original decision objected to. The costs of such an appeal will be borne in accordance with the below paragraph entitled "Fees and Costs". Any review by a court shall be governed by the Federal Arbitration Act. Any final arbitration award will be binding on the named parties and enforceable by any court having jurisdiction.

**Fees and Costs:** We will pay any costs that are required to be paid by us under the arbitration administrator's rules of procedure. If you file the arbitration, you will pay your share of the initial filing fee, unless you seek and qualify for a fee waiver under the applicable rules of the arbitration administrator. The party filing an appeal shall be responsible for all filing fees and costs of the appeal unless prohibited by administrator's rules of procedure. All parties are responsible for their own attorney's fees, expert fees and any other expenses, unless the arbitrator awards such fees or expenses to you or us if allowed by applicable law.

**Other Parties Subject to this Agreement to Arbitrate:** In addition to you and us, the rights and duties described in this agreement to arbitrate apply to: any third party co-defendant of a claim subject to this arbitration provision; all joint account holders, Additional Cardholders, and Authorized Users of your Account(s).

**How to REJECT this Agreement to Arbitrate:** You can reject this agreement to arbitrate but only if we receive from you a written notice of rejection within 45 days after it was first provided to you. To reject this agreement to arbitrate you must send the notice of rejection to: Credit One Bank, Attention: Arbitration Opt Out, P. O. Box 98873, Las Vegas, NV 89193-8873. Rejection notices sent to any other address will not be accepted or effective. If you decide to reject this agreement to arbitrate in writing, your notice must state that you reject this agreement to arbitrate and include your name, address, account number, and personal signature. Rejection of arbitration will not affect your other rights or responsibilities under this Card Agreement.

**Survival, Severability, and Amendment of Terms:**
*Survival.* This agreement to arbitrate shall survive changes in the Agreement and termination of the Account or the relationship between you and us, including the bankruptcy of any party and any transfer or sale of your Account, or amounts owed on your Account, to another person or entity.
*Severability.* If any part or parts of your agreement to arbitrate are declared unenforceable, then such specific part or parts shall be of no force or effect and shall be severed, but the remainder of this agreement to arbitrate shall continue in full force and effect. If, however, the entire agreement to arbitrate or your waiver of the right to bring or participate in a class or representative action or in consolidation procedures is unenforceable, then the agreement to arbitrate shall be of no force or effect. Notwithstanding the preceding sentence, with respect to California Account Holders, if arbitration is unenforceable, in whole or in part, you and we agree to resolve any Claim by a judicial reference proceeding as described above.
*Amendment in Writing Only.* This agreement to arbitrate may not be amended, severed, or waived, except as expressly provided in the Agreement or in a written agreement between you and us.

## *Other Information*

**Transactions in Foreign Currencies:** If you make a transaction at a merchant that settles in a currency other than U.S. dollars, American Express will convert that charge into a U.S. Dollar amount. That conversion will be done at a rate selected by American Express from the range of rates available in wholesale currency markets for the applicable central processing date, which rate may vary from the rate American Express itself receives, or the government-mandated rate in effect for the applicable central processing date. The currency conversion rate used on the processing date may differ from the rate that would have been used on the purchase date or on the date the transaction is posted to your Account. You agree to pay the converted amount, including any charges for the conversion that may be imposed as described above.

**Changes to Your Agreement:** The rates, fees and terms of this Agreement may change and we may add or delete any term to this Agreement, consistent with applicable law. We will give you advance written notice of these changes and a right to reject the change, if required by law.

**Unauthorized Use:** Notify us immediately if your Card is lost or stolen or you suspect that someone is using your Card or Account without your permission.

**Assignment:** We may assign any or all of our rights and obligations under this Agreement. You may not assign any of your rights or obligations under this Agreement.

**No Waiver:** We will not lose our rights under this Agreement because we delay or do not enforce them.

**Governing Law:** This Agreement is governed by and interpreted in accordance with the laws applicable to national banks, and, where no such laws apply, by the laws of the State of Nevada, excluding the conflicts of law provisions thereof, regardless of your state of residence.

**Conformance with Law; Severability:** If any part of this Agreement conflicts with applicable law, that provision will be considered modified to conform to applicable law. If any part of this Agreement is invalid, the rest shall remain in effect, except as otherwise noted in the Arbitration Provision.

## ***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 the Billing Inquiries address on the statement.

In your letter, give us the following information:

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

You must contact us:

- Within 60 days after the error appeared on your statement.
- At least 3 business days before an automated payment is scheduled, if you want to stop payment on the amount you think is wrong.

You must notify us of any potential errors in writing. You may call us, but if you do we are not required to investigate any potential errors and you may have to pay the amount in question.

**What Will Happen After We Receive Your Letter**

When we receive your letter, we must do two things:

1. Within 30 days of receiving your letter, we must tell you that we received your letter. We will also tell you if we have already corrected the error.
2. Within 90 days of receiving your letter, we must either correct the error or explain to you why we believe the bill is correct.

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

- We cannot try to collect the amount in question, or report you as delinquent on that amount.
- The charge in question may remain on your statement, and we may continue to charge you interest on that amount.
- While you do not have to pay the amount in question, you are responsible for the remainder of your balance.
- We can apply any unpaid amount against your credit limit.

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

*If we made a mistake:* You will not have to pay the amount in question or any interest or other fees related to that amount.

*If we do not believe there was a mistake:* You will have to pay the amount in question, along with applicable interest and fees. We will send you a statement of the amount you owe and the date payment is due. We may then report you as delinquent if you do not pay the amount we think you owe.

If you receive our explanation but still believe your bill is wrong, you must write to us within 10 days telling us that you still refuse to pay. If you do so, we cannot report you as delinquent without also reporting that you are questioning your bill. We must tell you the name of anyone to whom we reported you as delinquent, and we must let those organizations know when the matter has been settled between us.

If we do not follow all of the rules above, you do not have to pay the first $50.00 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 $50.00. (Note: Neither of these are necessary if your purchase was based on an advertisement we mailed to you, or if we own or operate the company that sold you the goods or services.)
2. You must have used your credit card for the purchase. Purchases made with cash advances from an ATM or with a check that accesses your credit card account do not qualify.
3. You must not yet have fully paid for the purchase.

If all of the criteria above are met and you are still dissatisfied with the purchase, contact us in writing at the Billing Inquiries address shown on your statement.

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

## ***Rewards Program Supplement***

This document ("Supplement") describes the terms and conditions of the Credit One Bank Cash Back Rewards Program ("Program") and supplements the Card Agreement that governs your credit card account issued by Credit One Bank, N.A. (the "Account"). By using the Account, you agree to participate in the Program. Your participation is subject to the terms of the Card Agreement, including the arbitration agreement, if applicable, and this Supplement. In the event of a conflict between the Card Agreement and this Supplement, with respect to matters relating to the Program, this Supplement controls.

**Earning Cash Back Rewards**: You earn cash back rewards in the form of an automatic statement credit equal to 1% of Net Eligible Purchases (as defined below) made with your Account. You do not earn cash back rewards on Cash Advances, Balance Transfers, interest, fees, and other charges. We will post a statement credit to your Account within thirty-seven days after the end of the month based on the Net Eligible Purchases posted to your Account from the first day to the last day of the current month. If your Account is in default, as defined in your Card Agreement, at the time the credit is to be posted, you WILL NOT receive the credit. Cash back rewards have no cash value.

**Merchant Categories**: Merchants who accept credit cards are assigned a merchant code, which is determined by the merchant or its processor in accordance with the applicable credit card network's procedures based on the kinds of products and services they primarily sell. We have no control over merchant codes. Please note:

- We make every effort to include all relevant merchant codes in our cash back rewards categories. However, even though a merchant or some of the items that it sells may appear to fit within a cash back rewards category, the merchant may not have a merchant code in that category or may not use an eligible merchant code. When this occurs, Purchases with that merchant won't qualify for cash back rewards.
- A merchant with more than one location may submit Purchases using different codes, including codes that are not eligible under this Program. This means that Purchases from the same merchant at a different location may result in no cash back rewards. Purchases made without an eligible code WILL NOT qualify for cash back rewards.
- Purchases submitted by you, an authorized user, or the merchant through third-party payment accounts, mobile or wireless card readers, online or mobile digital wallets, or similar technology will not qualify in a cash back rewards category if the technology is not set up to process the purchase in that cash back rewards category.

**Eligible Purchases**: Eligible Purchases are Purchases from merchants in the following categories:

- gasoline (Service Stations, Automated Fuel Dispensers, Petroleum and Petroleum Products, Marinas and Marine Services),
- grocery (Grocery Stores and Supermarkets, Freezer and Meat Provisioners, Miscellaneous Food Stores – Convenience Stores and Specialty Markets. Grocery Purchases do not include Purchases at superstores, at stores that sell groceries and other products like drugstores; or at smaller stores like bakeries, candy, nut or confection stores),
- mobile phone service (Telecommunication Equipment and Telephone Sales, Telecommunication Services, including Local and Long-Distance Calls, Credit Card Calls, Calls Through Use of Magnetic-Stripe-Reading Telephones, and Fax Services), and
- internet, cable and satellite TV subscription services (Cable, Satellite and Other Pay Television/Radio/Streaming Services, Computer Network/Information Services).

**Purchases That Are Not Eligible:** Purchases from the following types of merchants are not eligible for cash back rewards:

- oil, propane, home heating companies,
- PayPal,
- warehouse clubs (including but not limited to Sam's Club, Costco, and BJ's), and
- discount supercenters (including but not limited to Walmart® and Target®).

**Net Eligible Purchases**: Net Eligible Purchases are Eligible Purchases minus any returns, disputed charges, unauthorized charges, illegal or fraudulent charges or other credits for such Purchases.

**Program Restrictions**: You will receive an automatic cash back rewards credit on each statement that has at least one Net Eligible Purchase. Automatic statement credits for cash back rewards will reduce the balance on your Account but will not count as payments. You will still be required to pay at least the Minimum Payment Due as shown on your billing statement each month. You WILL NOT earn cash back rewards for Purchases made while your Account is in default as defined within your Card Agreement. This Program excludes Accounts already enrolled in a different Credit One Bank cash back or other rewards program.

**Changes:** The Program may be changed (added to, modified or deleted) by us at any time, including without limitation changes to the definition of eligible or non-eligible purchases. We will give you prior notice to the extent required by law. Any revisions may affect your ability to earn cash back rewards.

**Termination**: We may suspend or terminate the Program or your participation in the Program at any time without prior notice. In such event, we will evaluate your Account for any eligible cash back rewards as of the Program termination date. Provided that you meet all of the other Program Restrictions listed above at that time, you will receive a distribution of the cash back rewards earned during the current billing period in the form of a statement credit.

**Limited Liability**: Unless otherwise required by law, this Program, or our Card Agreement with you, we will not be liable to you or anyone making a claim on your behalf, in connection with: (1) any change or termination of the Program; (2) any loss, damage, expense or inconvenience caused by any occurrence outside of our control; (3) any taxes that you incur as a result of receiving cash back rewards, payment of which taxes will be your responsibility; (4) any merchandise or services you purchase, or for any direct, indirect or consequential damages with respect to the use of your Account. In any event, any liability that Credit One may have to you in connection with the Program shall be limited to the amount of any cash back rewards you have earned in this Program. The Program and cash back rewards are void or limited where prohibited or restricted, respectively, by federal, state or local law.

American Express is a federally registered service mark of American Express. This credit card program is issued and administered by Credit One Bank, N.A., pursuant to a license from American Express.

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# *CARD AGREEMENT*

## ***Pricing Summary***

| Interest Rates and Interest Charges | |
|---|---|
| **ANNUAL PERCENTAGE RATE (APR) for Purchases** | **29.74%**<br>This APR will vary with the market based on the Prime Rate. |
| **ANNUAL PERCENTAGE RATE (APR) for Balance Transfers** | **29.74%**<br>This APR will vary with the market based on the Prime Rate. |
| **ANNUAL PERCENTAGE RATE (APR) for Cash Advances** | **31.74%**<br>This APR will vary with the market based on the Prime Rate. |
| **Paying Interest** | Your due date is at least 24 days after the close of each billing cycle. We will not charge you any interest on Purchases if you pay your entire balance by the due date each month. We will begin charging interest on Cash Advances and Balance Transfers from the posting date. |
| **Minimum Interest Charge** | If you are charged interest, the charge will be no less than $1.00. |
| **For Credit Card Tips from the Consumer Financial Protection Bureau** | **To learn more about factors to consider when applying for or using a credit card, visit the website of the Consumer Financial Protection Bureau at http://www.consumerfinance.gov/learnmore.** |
| **Fees** | |
| **Annual Fee** | **$49** for the first year. After that **$99** annually (billed at $8.25 per month). |
| **Transaction Fees**<br>• Balance Transfer<br>• Cash Advance<br>• Foreign Transaction | <br>Either **$5** or **8%** of the amount of each Balance Transfer, whichever is greater.<br>Either **$5** or **8%** of the amount of each Cash Advance, whichever is greater.<br>Either **$1** or **3%** of the amount of each purchase in U.S. dollars, whichever is greater. |
| **Penalty Fees**<br>• Late Payment<br>• Returned Payment | <br>Up to **$39***<br>Up to **$39**** |

**How We Will Calculate Your Balance:** We use a method called "average daily balance (including new Purchases)." See your Card Agreement for more details.

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

***Late Payment Fee:** We will charge the maximum safe harbor amount, which is set annually in accordance with 12 C.F.R. 1026.52(b)(1)(ii)(D). Currently the fee is $29, unless you incurred a Late Payment Fee during the prior six billing cycles. If you did, the fee is currently $39. This fee will not exceed the related Minimum Payment that was due. We charge a Late Payment Fee to your Account if at least the Amount Due This Period (less any

Late Payment Fee for the current billing cycle) plus any Past Due Amount is not received by 5:00 p.m. PT on the Payment Due Date shown on your statement.

****Returned Payment Fee:** We will charge the maximum safe harbor amount, which is set annually in accordance with 12 C.F.R. 1026.52(b)(1)(ii)(D). If a payment is not honored upon first presentment, even if the payment is later honored, a Returned Payment Fee will be charged to your Account. Currently, the fee is $29, unless you incurred a Returned Payment Fee in the prior six billing cycles. If you did, the fee is currently $39. This fee will not exceed the related Minimum Payment that was due.

**Additional Rate Information:** The Purchase and Balance Transfer APR equals the Prime Rate plus a margin of 22.99%. This corresponds to a monthly periodic rate of 2.47833%. Cash Advance APR equals the Prime Rate plus a margin of 24.99%. This corresponds to a monthly periodic rate of 2.64500%.

**Minimum Payments:** 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 the sum of:

- 5% of your outstanding balance, rounded up to the next whole dollar, or $30, whichever is greater;
- any Late Payment Fee for the current billing cycle;
- and any Past Due Amount (excluding any past due Late Payment Fees).

## ***The Agreement***

This Agreement, together with the Pricing Summary, is your contract with us.

**Accepting this Agreement:** You accept this Agreement when you use the Account. You may still reject this Agreement if you have not yet used the Card, used the Account, or paid a fee after receiving a billing statement. To reject the Agreement, call us at 866-515-5721 or write us at Bank Card Center, P.O. Box 95516, Las Vegas, NV 89193-5516. If you reject the Agreement, you are not responsible for any fees or charges.

**Arbitration:** This Agreement includes an Arbitration Provision with class action and jury trial waivers. You can reject the Arbitration Provision. See "How to REJECT this agreement to arbitrate" in the Arbitration section. If you do not, it will be part of this Agreement.

**Promise to Pay:** You agree to pay us for all amounts due on your Account, including credit for Purchases, Balance Transfers, and Cash Advances, as well as interest charges and fees. This includes charges made by Additional Cardholders and other Authorized Users.

## ***Definitions***

**Account** means the Credit One Bank card account under this Agreement.

**Authorized User** means any person you allow to use your Account or Card, including Additional Cardholders. If the Authorized User has been issued a Card and you want to terminate the Authorized User, you must notify us by telephone or in writing.

**Balance Transfer** means a transaction we designate that allows you to use your Account to pay another creditor or yourself. Balance Transfers cannot be used to pay us or our affiliates. A Balance Transfer will be subject to the terms of the Balance Transfer offer and this Agreement.

**Card** refers to one or more cards or access devices, including your Account number, that we give you or someone else with your authorization to get credit under this Agreement.

**Cardholder** refers to each person with a card issued in their name.

**Cash Advance** means the use of your Account to obtain funds at a financial institution or the use of a Convenience Check.

**Convenience Check** means a check we issue to you to take a Cash Advance. You may not use these checks to pay us or our affiliates.

**Purchase** means the use of the Account to obtain goods or services.

**Prime Rate** means the highest U.S. Prime Rate in the Money Rates section of The Wall Street Journal on the 25th day of the month, or the next day if that day is not a publication day. If The Wall Street Journal does not publish the U.S. Prime Rate, we may substitute another index.

**we**, **us**, **our**, and **Credit One Bank** refer to Credit One Bank, N.A., the issuer of your Card.

**you**, and **your** refer to each person who has applied for the Account and where appropriate, the Authorized User.

## *Features and Use of Your Account*

**Using Your Card:** You may make Purchases wherever the Card is accepted. You may use the Account to obtain Cash Advances, but you may not make more than two Cash Advance transactions per day which may not exceed the lower of your available credit for cash or $200. You may use the Account only for personal, family, or household purposes, and if your Account is used for any other purpose you are still responsible for such use. You may not use the Account for business or commercial purposes. The Account may not be used for online or internet gambling or illegal purposes.

**Your Credit Limit:** We will tell you your credit limit. Keep your Account balance below your credit limit. If you do not, you must still pay us. We may designate part of your credit limit as a Cash Advance limit and part as a Balance Transfer limit. We may change your credit limit(s) at any time, without notice. You may use a portion of your credit limit for Cash Advances and Balance Transfers. Each Purchase, Cash Advance, and Balance Transfer obtained will reduce the amount of available credit under your credit limit until it is repaid. We may delay increasing your available credit by the amount of any payment that we receive for up to 12 calendar days.

**Credit Limit Increase:** To request a credit limit increase contact the Customer Service number on your statement. We may impose a fee for processing the request.

**Credit Authorizations:** We may decline to authorize a transaction for any reason. We will not be liable to you if we decline a transaction or if anyone refuses any use of your Card.

**Automatic Billing:** You may set up automatic billing with a merchant. You authorize us to provide an updated Account number or Card expiration date to any merchant at our discretion. Contact the merchant to stop automatic billing.

**Joint Accounts:** If this is a joint account, each of you is responsible individually and together for all amounts owed. Each of you is responsible even if the Account is used by only one of you. You will continue to be liable for the entire balance of the Account, even if your co-applicant is ordered by a court to pay us. You will remain liable to us if your co-applicant fails to pay as ordered by the court. Your Account status will continue to be reported to the credit reporting agencies under each of your names. The delivery of notices or billing statements to either of you serves as delivery to each of you. We may rely on instructions given by either of you. We are not liable to either of you for relying upon such instructions.

**Electronic Access:** Applications (apps) on electronic devices (such as mobile wallets) can store your Card and can be used to get credit under this Agreement. Such transactions are covered by this Agreement. Apps may have separate terms of use. We are not responsible if you violate those terms or for any consequences from violating those terms.

**Additional Cardholder:** At your request, we may, at our discretion, issue, in the name of another person, an additional Card on your Account. That person is an Additional Cardholder, as well as an Authorized User. An Additional Cardholder has access to certain Account information including balance, available credit and payment information. If you advise us that the Additional Cardholder is your spouse, information regarding the Account will be provided to consumer reporting agencies in your name as well as in the name of the Additional Cardholder. By requesting that we add an Additional Cardholder to your Account, you represent that you (1) have the consent of the Additional Cardholder to be added to the Account, (2) have provided a copy of this Agreement to the Additional Cardholder, and (3) if the Additional Cardholder is your spouse, you have told the Additional Cardholder that Credit One Bank will furnish credit information about them to the credit reporting agencies in connection with the Account. The Additional Cardholder may report the Card lost or stolen and may remove him or herself from the Account.

## *Interest Rates and Interest Changes*

**Annual Percentage Rates (APRs):** See the Pricing Summary for your APRs. The APR for Balance Transfers will be the same as the APR for standard Purchases, unless a promotional rate applies.

**Variable Rates:** Your Pricing Summary indicates whether you have any variable APRs. Variable APRs are determined by adding to the Prime Rate the number of percentage points ("margin") specified in the Pricing Summary. Variable APRs will increase or decrease when the Prime Rate changes. The APR change will take effect beginning with billing cycles that end on or after the first day of the month after the month in which the Prime Rate changes. An increase in the APR will increase your interest charges and may increase your Minimum Payment Due.

**Average Daily Balance Method (including new transactions):** We calculate interest each billing cycle by first figuring the "average daily balance" for each type of balance. Standard Purchases, standard Cash Advances, standard Balance Transfers, and each promotional offer, are all types of balances.

For each type of balance, for each billing cycle, we start with the balance on the last day of your previous billing cycle. We subtract any unpaid interest. This is the beginning balance each day. Each day of the billing cycle we subtract any new payments and credits applied to that type of balance. We

add any new transactions and fees for that type of balance. We add Purchases, Cash Advances, and Balance Transfers on the post date. We add transaction fees on promotional rate and non-promotional rate Balance Transfers to the same type of balance as the transaction. We add all other fees to the standard Purchase balance. This gives us the daily balance for that type of balance, except that if the daily balance is negative, we treat it as zero. We then add up all of the daily balances and divide by the number of days in the billing cycle. This gives us the "average daily balance" for that type of balance. We multiply the average daily balance by the applicable monthly periodic rate (the APR divided by 12). This gives us the interest charged for that type of balance for that billing cycle. This interest is included in the Account balance on the last day of the billing cycle. The results for all types of balances are then added together to determine the total interest charged that billing cycle.

**When Interest Begins:** We begin to impose interest on a transaction or fee from the day we add it to the daily balance. We continue to impose interest 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 billing statement by the Payment Due Date shown on that billing statement, we will not impose interest on new Purchases paid by the Payment Due Date on your current billing statement. The Payment Due Date will be at least 24 days after the close of the billing cycle. If you have been paying your Account balance in full and thereby avoiding interest on Purchases, but then do not pay the next New Statement Balance in full by the Payment Due Date, in that billing cycle we will start charging interest on the unpaid portion of your balance.

## ***Fees***

See the Pricing Summary for additional Fee information.

**Annual Fee:** If your Account is subject to an Annual Fee, the amount and when it is billed is shown on the Pricing Summary. The Annual Fee is billed to the Account until the Account is closed and the outstanding balance is paid in full. The Annual Fee is refundable as long as you cancel your Account and have not used your card for any Purchases, Cash Advances, or Balance Transfers and you have not made a payment.

**Credit Limit Increase Fee:** If a fee is imposed for processing a Credit Limit increase request, we will tell you the amount of the fee at the time of your request and before you agree to it.

**Foreign Transaction Fee:** We add this fee, unless "None" is stated in the Pricing Summary table, for each purchase made outside the U.S. (A purchase is made outside the U.S. unless it is made with a U.S. merchant, processed completely in the U.S., and in U.S. dollars.) The fee is a percentage of the U.S. dollar amount of the purchase.

**Optional Express Payment Service Fee:** If a representative of ours helps expedite your payment, we may impose an Express Payment fee. You will be informed of the amount of the fee before you complete the transaction.

**Duplicate Statement Fee:** If you request a duplicate copy of a monthly statement, for any purpose other than to assert a billing error, you will be charged a fee of up to $10 for each statement copy requested.

**Sales Slip Request Fee:** If you request a copy of a sales slip, for any purpose other than to resolve a dispute about the charges on your Account, you will be charged a fee of $6 for each sales slip copy requested.

**Replacement Card Fee:** If you request a replacement card, a Replacement Card Fee of up to $25 may be charged to your Account.

## ***Payments***

**Minimum Payment Due:** See the Pricing Summary for the minimum payment requirements.

**Small Balances:** As it is uneconomical for both you and us to process payments or maintain credits that are $1 or less in amount, you agree as follows: (1) In any billing cycle in which you have had no transactions and your New Balance on the billing date is $1 or less, the balance will be rounded to zero and you will not receive a bill for this amount. (2) In the event that you have a credit balance of $1 or less for two consecutive billing cycles, the balance will be rounded to zero and you will not receive a refund of this amount.

**Payment Instructions:** You must pay us in U.S. dollars, in funds on deposit in the U.S. 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.

**Irregular Payments:** Any payment submitted in offer of settlement of a disputed debt, including any item containing a notation such as "paid in full," and any other item with a restrictive endorsement, must be sent to: Credit One Bank, P.O. Box 95516, Las Vegas, NV 89193-5516. We can accept

late payments, partial payments, and checks or other items with restrictive endorsements at any other address without losing any of our rights under this Agreement.

**Postdated Checks:** You agree that we need not examine any payment check to confirm that it is not postdated and that we may deposit any postdated check on the day we receive it.

**Payment Allocation:** We apply payments up to the Minimum Payment Due and credits at our discretion, which may result in balances at lower APRs being paid first and higher interest charges. Payments over the Minimum Payment Due will be applied to balances with higher APRs first.

## ***Collecting, Sharing, and Updating Information***

**Customer Privacy:** We send you our Privacy Policy when you open your Account and thereafter in accordance with applicable law. 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. You accept the terms of our Privacy Policy when you use the Account. Contact us or visit CreditOne.com if you would like a copy.

**Information About You:** You authorize us to obtain and/or use information about you from third parties and credit reporting agencies to: (1) verify your identity and/or conduct investigative inquiries; (2) determine your income and credit eligibility; (3) review your Account and provide renewal of credit; (4) verify your current credit standing in order to present future credit limit increases or decreases; (5) qualify you for and present additional lines of credit or other offers; and (6) collect amounts owing on your Account. Upon request, we will tell you the name and address of any credit reporting agency that provided us with information concerning you.

**Furnishing Information:** We may furnish information concerning your Account or credit file to consumer reporting agencies and others who may properly receive that information. If you believe that information we furnished is inaccurate or incomplete, please write us at Credit One Bank, P. O. Box 98873, Las Vegas, NV 89193-8873. Please include your name, address, home phone number and Account number.

**Telephone Calls, Text Messages and Emails Regarding Your Account:** You are providing express written permission and consent authorizing Credit One Bank and our agents, servicers, contractors, subsidiaries, affiliates, officers, and other partners and employees to contact you at any phone number (including mobile, cellular/wireless, or similar devices) or email address you provide at any time, for any lawful purpose. The ways in which we may contact you include live operator, dialing system, automatic telephone dialing systems (auto-dialer), prerecorded and artificial voice message, text/SMS message or email. Phone numbers and email addresses you provide include those you give to us, those from which you, or someone acting on your behalf, contact us or which we obtain through other means. If you provide a phone number for which you are not the owner, you confirm you are authorized to provide that number. Such lawful purposes include, but are not limited to: obtaining information; activation of the card for verification and identification purposes; account transactions or servicing related matters; suspected fraud or identity theft; collection on the Account; and providing information about special products and services. You agree to pay any fee(s) or charge(s) that you may incur for incoming communications from us or outgoing communications to us, to or from any such number or email address, without reimbursement from us.

**Communication Revocation:** You may revoke your authorization for most communications. However, you cannot revoke authorization for fraud related communications or legally required communications. To change your communication preferences or to revoke consent you must write us. Please:

- include your name, mailing address, and the last four digits of your Account number;
- specify whether you are changing your preferences regarding mail, telephone calls, emails, and/or text or SMS messages;
- provide the specific phone number(s) and/or email address for which you are requesting communications to cease;
- send this written notice to: Credit One Bank, P.O. Box 98873, Las Vegas, NV 89193-8873.

Certain communication preferences can be changed on-line. Please log in to your Account to see if that option is available.

**Telephone Monitoring:** You agree that we (and our servicers, agents and contractors) may monitor and record any calls between you and us.

**Updating Your Phone Number:** Notify us immediately if you change mobile or cell phone numbers or plan to give your phone to someone else. It is your responsibility to provide us with a true, accurate and complete mobile number and to maintain and update promptly any changes in this information. You can update your mobile number by calling us at the phone number on the back of your Card.

**Indemnification:** If you provide telephone number(s) for which you are not the subscriber, or fail to notify us when you cease to be the subscriber for a telephone number you previously gave us, you agree to indemnify us, our subsidiaries, affiliates, officers, agents, servicers, contractors, and other partners and employees for any costs and expenses, including reasonable attorneys' fees, incurred as a result of us contacting or attempting to contact you at the number(s). Your obligation under this paragraph shall survive termination of the Agreement.

## *Account Closure*

**Default:** You are in default under this Agreement if (1) bankruptcy or another insolvency proceeding is filed by or against you; (2) we reasonably believe you are unable or unwilling to repay us; (3) you die or are legally incompetent or incapacitated; (4) you fail to comply with the terms of this Agreement, including failing to make a required payment when due, exceeding your credit limit or using your Card or Account for an illegal transaction; (5) you give us misleading, false, incomplete or incorrect information or fail to give us any information we deem necessary; or (6) if you no longer permanently reside in the United States or its territories. If you are in default, we may declare the entire Account balance immediately due and payable without advance 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.

**Closing Your Account:** You may close your Account at any time. You will remain responsible for any amount you owe us under this Agreement. Any joint Cardholder may cancel a joint Account. However, both of you will remain responsible for paying all amounts owed. If your Account is subject to an Annual Fee, the fee will continue to be charged until you pay your outstanding balance in full.

We may cancel, suspend or not renew your Card, Account, or access to the credit line at any time and for any reason without notice. If your Account is closed by us, the Annual Fee will continue to be charged until you pay your outstanding balance in full.

However, when your Account is closed, if there is: (1) a debit balance of $1 or less, that balance will be rounded to zero and you will not be required to pay this amount; or (2) a credit balance of $1 or less, that balance will be rounded to zero and this amount will not be refunded to you. The rounding to zero may occur after your closing statement cycles, and you may not receive a statement reflecting the rounding.

## *Arbitration Agreement*

**PLEASE READ CAREFULLY—IMPORTANT—AFFECTS YOUR LEGAL RIGHTS**

This agreement to arbitrate provides that you or we can require controversies or disputes between us to be resolved by BINDING ARBITRATION. You have the right to REJECT this agreement to arbitrate by using the procedure explained below.

If you do not reject this agreement to arbitrate, you GIVE UP YOUR RIGHT TO GO TO COURT and controversies or disputes between us will be resolved by a NEUTRAL ARBITRATOR INSTEAD OF A JUDGE OR JURY, using rules that are simpler and more limited than in a court. Arbitrator decisions are subject to VERY LIMITED REVIEW BY A COURT. Arbitration will proceed INDIVIDUALLY— CLASS ACTIONS AND SIMILAR PROCEDURES WILL NOT BE AVAILABLE TO YOU.

**Agreement to Arbitrate:** You and we agree that either you or we may, without the other's consent, require that controversies or disputes between you and us (all of which are called "Claims"), be submitted to mandatory, binding arbitration. This agreement to arbitrate is made pursuant to a transaction involving interstate commerce, and shall be governed by, and enforceable under, the Federal Arbitration Act (the "FAA"), 9 U.S.C. §1 et seq., and (to the extent State law is applicable), the laws of the State of Nevada.

For purposes of this agreement to arbitrate, "you" includes you, any co-applicant, any Authorized User (including Additional Cardholders), or anyone else connected with you or claiming through you; and "we" or "us" includes Credit One Bank, N.A., all of its parents, subsidiaries, affiliates, successors, predecessors, employees, and related persons or entities, and all third parties who are regarded as agents or representatives of us in connection with the subject matter of the claim or dispute at issue.

**Covered Claims:** Claims subject to arbitration include, but are not limited to, any controversies or disputes arising from or relating in any way to your Account; any transactions involving your Account; any disclosures made to you concerning your Account; any interest, charges, or fees assessed on your Account; any service(s) or programs related to your Account; and, if permitted by the rules of the arbitration forum, any collection of debt related to your Account. Claims also include controversies or disputes arising from or relating in any way to advertising, solicitations, or any application for, approval of, or establishment of your Account. Claims subject to arbitration include any controversies or disputes based on any theory of law, whether contract, tort, statute, regulation, common law, or equity, or whether they seek legal or equitable remedies. All Claims are subject to arbitration whether they arose in the past, may currently exist, or may arise in the future. Arbitration will apply even if your Account is closed, you pay us in full any outstanding debt you owe, or you file for bankruptcy. Also, controversies or disputes about the validity, enforceability, coverage, meaning, or scope of this agreement to arbitrate or any part thereof are subject to arbitration and are for the arbitrator to decide. Any questions about what Claims are subject to arbitration shall be resolved by interpreting this agreement to arbitrate in the broadest way the law will allow it to be enforced.

**Claims Not Covered:** Claims (whether brought initially or by counter or cross-claim) are not subject to arbitration if they are filed by you or us in a small claims court, so long as the case remains in such court and only individual claims for relief are advanced in the case.

**No Class Arbitration or Consolidation or Joinder of Parties:** Class actions and other similar procedures in which individuals seek to represent similarly situated individuals or seek relief on behalf of the general public, and consolidation or joinder of Claims (except for claimants on the same account), are NOT available under this agreement to arbitrate. Claims in arbitration will proceed on an INDIVIDUAL basis only:

> UNLESS YOU REJECT THIS AGREEMENT TO ARBITRATE, YOU AND WE WAIVE THE RIGHT TO ASSERT OR PARTICIPATE IN A CLASS ACTION OR ANY REPRESENTATIVE OR CONSOLIDATED PROCEEDING IN COURT OR IN ARBITRATION.

The arbitrator shall have no authority to entertain any Claim as a class action or private attorney general action or on any other similar representative basis, nor shall the arbitrator have any authority to consolidate or join Claims brought by separate claimants (except for claimants on the same account). This also means that the arbitrator 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.†

†**Notice to California Account Holders:** This agreement to arbitrate shall not be construed to prevent you from seeking in the arbitration the remedy of public injunctive relief if (a) you reside in California, (b) you resided in California at the time you entered into this agreement to arbitrate, or (iii) the billing address for your Account is a California address (hereafter, "California Account Holder").

**Initiation of Arbitration:** The arbitration shall be administered by the American Arbitration Association ("AAA") before a single arbitrator under the AAA's Consumer Arbitration Rules, or by a mutually agreeable administrator, before a single arbitrator, as modified by this arbitration provision. Information about the arbitration process for AAA can be obtained from the AAA at www.adr.org. The arbitrator shall be selected from the AAA (or mutually agreeable administrator) panel of neutrals then active on the roster maintained by the AAA (or mutually agreeable administrator) office located in the city of or nearest to your billing address and, unless otherwise mutually agreed, the arbitrator shall be a retired federal judge, a retired state appellate judge, a retired state trial judge, or a lawyer with at least 15 years of experience in that order of preference.

In the event that the AAA or mutually agreeable administrator is unable or unwilling 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).

**Arbitration Procedures and Applicable Law; Offer of Settlement:** Unlike a lawsuit in state or federal court, arbitration is conducted by a private organization that specializes in alternative dispute resolution. Disputes in arbitration are decided by a neutral arbitrator instead of a judge or jury. You may represent yourself in arbitration, or you may be represented by a lawyer.

Under this agreement to arbitrate, a single arbitrator designated by the arbitration administrator will decide the Claim under applicable law. The arbitrator is bound by the terms of this agreement to arbitrate. The AAA or mutually agreeable administrator will apply its code of procedures in effect at the time the arbitration claim is filed. If there is a conflict between that code of procedures and this arbitration provision and/or any sections of this Card Agreement, this arbitration provision and/or this Card Agreement will control. The arbitrator will honor all claims of privilege recognized by law. Subject to the prohibition on class, representative, and consolidation procedures set forth above, the arbitrator will have the power to award to a party any damages or other relief (including relief in equity) provided for under applicable law. That is, a party will be entitled to recover in arbitration any damages or other relief that it could recover if it prevailed in a court proceeding. An arbitrator's award shall consist of a written statement setting forth the disposition of each Claim. At the request of any party, the arbitrator shall also set forth a written explanation of the essential findings and conclusions on which the award is based. An arbitration award shall decide the rights and obligations only of the parties named in the arbitration, and shall not have any bearing on another person or dispute.

If your Claim is for $10,000 or less, you may choose whether the arbitration will be conducted solely on the basis of documents, in a telephonic hearing, or in an in-person hearing.

Any in-person hearing will take place in the federal judicial district that includes your billing address at the time the Claim is filed, unless the parties agree to a different place.

**The Arbitrator's Decision:** The arbitrator's decision will be final and binding on the parties. A party can file a written appeal to the arbitration administrator within thirty (30) days after an award is issued. The appeal will proceed before a panel of three neutral arbitrators designated by the same arbitration administrator. The panel will decide anew all factual and legal issues, following the same rules of procedure, by majority vote any aspect of the original decision objected to. The costs of such an appeal will be borne in accordance with the below paragraph entitled "Fees and Costs". Any review by a court shall be governed by the Federal Arbitration Act. Any final arbitration award will be binding on the named parties and enforceable by any court having jurisdiction.

**Fees and Costs:** We will pay any costs that are required to be paid by us under the arbitration administrator's rules of procedure. If you file the arbitration, you will pay your share of the initial filing fee, unless you seek and qualify for a fee waiver under the applicable rules of the arbitration

administrator. The party filing an appeal shall be responsible for all filing fees and costs of the appeal unless prohibited by administrator's rules of procedure. All parties are responsible for their own attorney's fees, expert fees and any other expenses, unless the arbitrator awards such fees or expenses to you or us if allowed by applicable law.

**Other Parties Subject to this Agreement to Arbitrate:** In addition to you and us, the rights and duties described in this agreement to arbitrate apply to: any third party co-defendant of a claim subject to this arbitration provision; all joint account holders, Additional Cardholders, and Authorized Users of your Account(s).

**How to REJECT this Agreement to Arbitrate:** You can reject this agreement to arbitrate but only if we receive from you a written notice of rejection within 45 days after it was first provided to you. To reject this agreement to arbitrate you must send the notice of rejection to: Credit One Bank, Attention: Arbitration Opt Out, P. O. Box 98873, Las Vegas, NV 89193-8873. Rejection notices sent to any other address will not be accepted or effective. If you decide to reject this agreement to arbitrate in writing, your notice must state that you reject this agreement to arbitrate and include your name, address, account number, and personal signature. Rejection of arbitration will not affect your other rights or responsibilities under this Card Agreement.

**Survival, Severability, and Amendment of Terms:**
*Survival.* This agreement to arbitrate shall survive changes in the Agreement and termination of the Account or the relationship between you and us, including the bankruptcy of any party and any transfer or sale of your Account, or amounts owed on your Account, to another person or entity.
*Severability.* If any part or parts of your agreement to arbitrate are declared unenforceable, then such specific part or parts shall be of no force or effect and shall be severed, but the remainder of this agreement to arbitrate shall continue in full force and effect. If, however, the entire agreement to arbitrate or your waiver of the right to bring or participate in a class or representative action or in consolidation procedures is unenforceable, then the agreement to arbitrate shall be of no force or effect. Notwithstanding the preceding sentence, with respect to California Account Holders, if arbitration is unenforceable, in whole or in part, you and we agree to resolve any Claim by a judicial reference proceeding as described above.
*Amendment in Writing Only.* This agreement to arbitrate may not be amended, severed, or waived, except as expressly provided in the Agreement or in a written agreement between you and us.

## *Other Information*

**Transactions in Foreign Currencies:** If you make a transaction at a merchant that settles in a currency other than U.S. dollars, Mastercard International Incorporated or Visa Incorporated will convert that charge into a U.S. Dollar amount. That conversion will be done at a rate selected by Mastercard or Visa from the range of rates available in wholesale currency markets for the applicable central processing date, which rate may vary from the rate Mastercard or Visa itself receives, or the government-mandated rate in effect for the applicable central processing date. The currency conversion rate used on the processing date may differ from the rate that would have been used on the purchase date or on the date the transaction is posted to your Account. You agree to pay the converted amount, including any charges for the conversion that may be imposed as described above.

**Changes to Your Agreement:** The rates, fees and terms of this Agreement may change and we may add or delete any term to this Agreement, consistent with applicable law. We will give you advance written notice of these changes and a right to reject the change, if required by law.

**Unauthorized Use:** Notify us immediately if your Card is lost or stolen or you suspect that someone is using your Card or Account without your permission.

**Assignment:** We may assign any or all of our rights and obligations under this Agreement. You may not assign any of your rights or obligations under this Agreement.

**No Waiver:** We will not lose our rights under this Agreement because we delay or do not enforce them.

**Governing Law:** This Agreement is governed by and interpreted in accordance with the laws applicable to national banks, and, where no such laws apply, by the laws of the State of Nevada, excluding the conflicts of law provisions thereof, regardless of your state of residence.

**Conformance with Law; Severability:** If any part of this Agreement conflicts with applicable law, that provision will be considered modified to conform to applicable law. If any part of this Agreement is invalid, the rest shall remain in effect, except as otherwise noted in the Arbitration Provision.

## *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 the Billing Inquiries address on the statement.

In your letter, give us the following information:

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

You must contact us:

- Within 60 days after the error appeared on your statement.
- At least 3 business days before an automated payment is scheduled, if you want to stop payment on the amount you think is wrong.

You must notify us of any potential errors in writing. You may call us, but if you do we are not required to investigate any potential errors and you may have to pay the amount in question.

**What Will Happen After We Receive Your Letter**

When we receive your letter, we must do two things:

1. Within 30 days of receiving your letter, we must tell you that we received your letter. We will also tell you if we have already corrected the error.
2. Within 90 days of receiving your letter, we must either correct the error or explain to you why we believe the bill is correct.

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

- We cannot try to collect the amount in question, or report you as delinquent on that amount.
- The charge in question may remain on your statement, and we may continue to charge you interest on that amount.
- While you do not have to pay the amount in question, you are responsible for the remainder of your balance.
- We can apply any unpaid amount against your credit limit.

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

*If we made a mistake:* You will not have to pay the amount in question or any interest or other fees related to that amount.

*If we do not believe there was a mistake:* You will have to pay the amount in question, along with applicable interest and fees. We will send you a statement of the amount you owe and the date payment is due. We may then report you as delinquent if you do not pay the amount we think you owe.

If you receive our explanation but still believe your bill is wrong, you must write to us within 10 days telling us that you still refuse to pay. If you do so, we cannot report you as delinquent without also reporting that you are questioning your bill. We must tell you the name of anyone to whom we reported you as delinquent, and we must let those organizations know when the matter has been settled between us.

If we do not follow all of the rules above, you do not have to pay the first $50.00 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 $50.00. (Note: Neither of these are necessary if your purchase was based on an advertisement we mailed to you, or if we own or operate the company that sold you the goods or services.)
2. You must have used your credit card for the purchase. Purchases made with cash advances from an ATM or with a check that accesses your credit card account do not qualify.
3. You must not yet have fully paid for the purchase.

If all of the criteria above are met and you are still dissatisfied with the purchase, contact us in writing at the Billing Inquiries address shown on your statement.

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

## ***Rewards Program Supplement***

This document ("Supplement") describes the terms and conditions of the Credit One Bank Cash Back Rewards Program ("Program") and supplements the Card Agreement that governs your credit card account issued by Credit One Bank, N.A. (the "Account"). By using the Account, you agree to participate in the Program. Your participation is subject to the terms of the Card Agreement, including the arbitration agreement, if applicable, and this Supplement. In the event of a conflict between the Card Agreement and this Supplement, with respect to matters relating to the Program, this Supplement controls.

**Earning Cash Back Rewards**: You earn cash back rewards in the form of an automatic statement credit equal to 1% of Net Eligible Purchases (as defined below) made with your Account. You do not earn cash back rewards on Cash Advances, Balance Transfers, interest, fees, and other charges. We will post a statement credit to your Account within thirty-seven days after the end of the month based on the Net Eligible Purchases posted to your Account from the first day to the last day of the current month. If your Account is in default, as defined in your Card Agreement, at the time the credit is to be posted, you WILL NOT receive the credit. Cash back rewards have no cash value.

**Merchant Categories**: Merchants who accept credit cards are assigned a merchant code, which is determined by the merchant or its processor in accordance with the applicable credit card network's procedures based on the kinds of products and services they primarily sell. We have no control over merchant codes. Please note:

- We make every effort to include all relevant merchant codes in our cash back rewards categories. However, even though a merchant or some of the items that it sells may appear to fit within a cash back rewards category, the merchant may not have a merchant code in that category or may not use an eligible merchant code. When this occurs, Purchases with that merchant won't qualify for cash back rewards.
- A merchant with more than one location may submit Purchases using different codes, including codes that are not eligible under this Program. This means that Purchases from the same merchant at a different location may result in no cash back rewards. Purchases made without an eligible code WILL NOT qualify for cash back rewards.
- Purchases submitted by you, an authorized user, or the merchant through third-party payment accounts, mobile or wireless card readers, online or mobile digital wallets, or similar technology will not qualify in a cash back rewards category if the technology is not set up to process the purchase in that cash back rewards category.

**Eligible Purchases**: Eligible Purchases are Purchases from merchants in the following categories:

- gasoline (Service Stations, Automated Fuel Dispensers, Petroleum and Petroleum Products, Marinas and Marine Services),
- grocery (Grocery Stores and Supermarkets, Freezer and Meat Provisioners, Miscellaneous Food Stores – Convenience Stores and Specialty Markets. Grocery Purchases do not include Purchases at superstores, at stores that sell groceries and other products like drugstores; or at smaller stores like bakeries, candy, nut or confection stores),
- mobile phone service (Telecommunication Equipment and Telephone Sales, Telecommunication Services, including Local and Long-Distance Calls, Credit Card Calls, Calls Through Use of Magnetic-Stripe-Reading Telephones, and Fax Services), and
- internet, cable and satellite TV subscription services (Cable, Satellite and Other Pay Television/Radio/Streaming Services, Computer Network/Information Services).

**Purchases That Are Not Eligible:** Purchases from the following types of merchants are not eligible for cash back rewards:

- oil, propane, home heating companies,
- PayPal,
- warehouse clubs (including but not limited to Sam's Club, Costco, and BJ's), and
- discount supercenters (including but not limited to Walmart® and Target®).

**Net Eligible Purchases**: Net Eligible Purchases are Eligible Purchases minus any returns, disputed charges, unauthorized charges, illegal or fraudulent charges or other credits for such Purchases.

**Program Restrictions**: You will receive an automatic cash back rewards credit on each statement that has at least one Net Eligible Purchase. Automatic statement credits for cash back rewards will reduce the balance on your Account but will not count as payments. You will still be required to pay at least the Minimum Payment Due as shown on your billing statement each month. You WILL NOT earn cash back rewards for Purchases made while your Account is in default as defined within your Card Agreement. This Program excludes Accounts already enrolled in a different Credit One Bank cash back or other rewards program.

**Changes:** The Program may be changed (added to, modified or deleted) by us at any time, including without limitation changes to the definition of eligible or non-eligible purchases. We will give you prior notice to the extent required by law. Any revisions may affect your ability to earn cash back rewards.

**Termination**: We may suspend or terminate the Program or your participation in the Program at any time without prior notice. In such event, we will evaluate your Account for any eligible cash back rewards as of the Program termination date. Provided that you meet all of the other Program Restrictions listed above at that time, you will receive a distribution of the cash back rewards earned during the current billing period in the form of a statement credit.

**Limited Liability**: Unless otherwise required by law, this Program, or our Card Agreement with you, we will not be liable to you or anyone making a claim on your behalf, in connection with: (1) any change or termination of the Program; (2) any loss, damage, expense or inconvenience caused by any occurrence outside of our control; (3) any taxes that you incur as a result of receiving cash back rewards, payment of which taxes will be your responsibility; (4) any merchandise or services you purchase, or for any direct, indirect or consequential damages with respect to the use of your Account. In any event, any liability that Credit One may have to you in connection with the Program shall be limited to the amount of any cash back rewards you have earned in this Program. The Program and cash back rewards are void or limited where prohibited or restricted, respectively, by federal, state or local law.

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# *CARD AGREEMENT*

**D531**

## ***Pricing Summary***

| **Interest Rates and Interest Charges** | |
|---|---|
| **ANNUAL PERCENTAGE RATE (APR) for Purchases** | **29.74%**<br>This APR will vary with the market based on the Prime Rate. |
| **ANNUAL PERCENTAGE RATE (APR) for Balance Transfers** | **5.99%** introductory APR for 9 billing cycles from the date the balance transfer is posted to the account for all balances transferred within 60 days of account opening.<br>After that, your APR will be **29.74%.** This APR will vary with the market based on the Prime Rate. |
| **ANNUAL PERCENTAGE RATE (APR) for Cash Advances** | **31.74%**<br>This APR will vary with the market based on the Prime Rate. |
| **Paying Interest** | Your due date is at least 24 days after the close of each billing cycle. We will not charge you any interest on Purchases if you pay your entire balance by the due date each month. We will begin charging interest on Cash Advances and Balance Transfers from the posting date. |
| **Minimum Interest Charge** | If you are charged interest, the charge will be no less than $1.00. |
| **For Credit Card Tips from the Consumer Financial Protection Bureau** | **To learn more about factors to consider when applying for or using a credit card, visit the website of the Consumer Financial Protection Bureau at http:// www.consumerfinance.gov/learnmore.** |
| **Fees** | |
| **Annual Fee** | **$75** for the first year. After that, **$99** annually (billed at $8.25 per month). |
| **Transaction Fees**<br>• Balance Transfer | • Introductory fee: Either **$10** or **5%** of the amount of each Balance Transfer posted to your account within 60 days of account opening, whichever is greater.<br>After that, either **$5** or **8%** of the amount of each Balance Transfer, whichever is greater. |
| • Cash Advance | • Either **$5** or **8%** of the amount of each Cash Advance, whichever is greater. |
| • Foreign Transaction | • Either **$1** or **3%** of the amount of each purchase in U.S. dollars, whichever is greater. |
| **Penalty Fees**<br>• Late Payment | • Up to **$39*** |
| • Returned Payment | • Up to **$39**** |

**How We Will Calculate Your Balance:** We use a method called "average daily balance (including new Purchases)." See your Card Agreement for more details.

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

***Late Payment Fee:** We will charge the maximum safe harbor amount, which is set annually in accordance with 12 C.F.R. 1026.52(b)(1)(ii)(D). Currently the fee is $29, unless you incurred a Late Payment Fee during the prior six billing cycles. If you did, the fee is currently $39. This fee will not exceed the related Minimum Payment that was due. We charge a Late Payment Fee to your Account if at least the Amount Due This Period (less any Late Payment Fee for the current billing cycle) plus any Past Due Amount is not received by 5:00 p.m. PT on the Payment Due Date shown on your statement.

****Returned Payment Fee:** We will charge the maximum safe harbor amount, which is set annually in accordance with 12 C.F.R. 1026.52(b)(1)(ii)(D). If a payment is not honored upon first presentment, even if the payment is later honored, a Returned Payment Fee will be charged to your Account. Currently, the fee is $29, unless you incurred a Returned Payment Fee in the prior six billing cycles. If you did, the fee is currently $39. This fee will not exceed the related Minimum Payment that was due.

**Additional Rate Information:** The monthly periodic rate for the introductory Balance Transfer APR is 0.499167%. The Purchase and non-introductory Balance Transfer APR equals the Prime Rate plus a margin of 22.99%. This corresponds to a monthly periodic rate of 2.47833%. The Cash Advance APR equals the Prime Rate plus a margin of 24.99%. This corresponds to a monthly periodic rate of 2.64500%.

**Minimum Payments:** 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 the sum of:

- 5% of your outstanding balance, rounded up to the next whole dollar, or $30, whichever is greater;
- any Late Payment Fee for the current billing cycle;
- and any Past Due Amount (excluding any past due Late Payment Fees).

## ***The Agreement***

This Agreement, together with the Pricing Summary, is your contract with us.

**Accepting this Agreement:** You accept this Agreement when you use the Account. You may still reject this Agreement if you have not yet used the Card, used the Account, or paid a fee after receiving a billing statement. To reject the Agreement, call us at 866-515-5721 or write us at Bank Card Center, P.O. Box 95516, Las Vegas, NV 89193-5516. If you reject the Agreement, you are not responsible for any fees or charges.

**Arbitration:** This Agreement includes an Arbitration Provision with class action and jury trial waivers. You can reject the Arbitration Provision. See "How to REJECT this agreement to arbitrate" in the Arbitration section. If you do not, it will be part of this Agreement.

**Promise to Pay:** You agree to pay us for all amounts due on your Account, including credit for Purchases, Balance Transfers, and Cash Advances, as well as interest charges and fees. This includes charges made by Additional Cardholders and other Authorized Users.

## ***Definitions***

**Account** means the Credit One Bank card account under this Agreement.

**Authorized User** means any person you allow to use your Account or Card, including Additional Cardholders. If the Authorized User has been issued a Card and you want to terminate the Authorized User, you must notify us by telephone or in writing.

**Balance Transfer** means a transaction we designate that allows you to use your Account to pay another creditor or yourself. Balance Transfers cannot be used to pay us or our affiliates. A Balance Transfer will be subject to the terms of the Balance Transfer offer and this Agreement.

**Card** refers to one or more cards or access devices, including your Account number, that we give you or someone else with your authorization to get credit under this Agreement.

**Cardholder** refers to each person with a card issued in their name.

**Cash Advance** means the use of your Account to obtain funds at a financial institution or the use of a Convenience Check.

**Convenience Check** means a check we issue to you to take a Cash Advance. You may not use these checks to pay us or our affiliates.

**Purchase** means the use of the Account to obtain goods or services.

**Prime Rate** means the highest U.S. Prime Rate in the Money Rates section of The Wall Street Journal on the 25th day of the month, or the next day if that day is not a publication day. If The Wall Street Journal does not publish the U.S. Prime Rate, we may substitute another index.

**we**, **us**, **our**, and **Credit One Bank** refer to Credit One Bank, N.A., the issuer of your Card.

**you**, and **your** refer to each person who has applied for the Account and where appropriate, the Authorized User.

## ***Features and Use of Your Account***

**Using Your Card:** You may make Purchases wherever the Card is accepted. You may use the Account to obtain Cash Advances, but you may not make more than two Cash Advance transactions per day which may not exceed the lower of your available credit for cash or $200. You may use the Account for only personal, family, or household purposes, and if your Account is used for any other purpose you are still responsible for such use. You may not use the Account for business or commercial purposes. The Account may not be used for online or internet gambling or illegal purposes.

**Your Credit Limit:** We will tell you your credit limit. Keep your Account balance below your credit limit. If you do not, you must still pay us. We may designate part of your credit limit as a Cash Advance limit and part as a Balance Transfer limit. We may change your credit limit(s) at any time, without notice. You may use a portion of your credit limit for Cash Advances and Balance Transfers. Each Purchase, Cash Advance, and Balance Transfer obtained will reduce the amount of available credit under your credit limit until it is repaid. We may delay increasing your available credit by the amount of any payment that we receive for up to 12 calendar days.

**Credit Limit Increase:** To request a credit limit increase contact the Customer Service number on your statement. We may impose a fee for processing the request.

**Credit Authorizations:** We may decline to authorize a transaction for any reason. We will not be liable to you if we decline a transaction or if anyone refuses any use of your Card.

**Automatic Billing:** You may set up automatic billing with a merchant. You authorize us to provide an updated Account number or Card expiration date to any merchant at our discretion. Contact the merchant to stop automatic billing.

**Joint Accounts:** If this is a joint account, each of you is responsible individually and together for all amounts owed. Each of you is responsible even if the Account is used by only one of you. You will continue to be liable for the entire balance of the Account, even if your co-applicant is ordered by a court to pay us. You will remain liable to us if your co-applicant fails to pay as ordered by the court. Your Account status will continue to be reported to the credit reporting agencies under each of your names. The delivery of notices or billing statements to either of you serves as delivery to each of you. We may rely on instructions given by either of you. We are not liable to either of you for relying upon such instructions.

**Electronic Access:** Applications (apps) on electronic devices (such as mobile wallets) can store your Card and can be used to get credit under this Agreement. Such transactions are covered by this Agreement. Apps may have separate terms of use. We are not responsible if you violate those terms or for any consequences from violating those terms.

**Additional Cardholder:** At your request, we may, at our discretion, issue, in the name of another person, an additional Card on your Account. That person is an Additional Cardholder, as well as an Authorized User. An Additional Cardholder has access to certain Account information including balance, available credit and payment information. If you advise us that the Additional Cardholder is your spouse, information regarding the Account will be provided to consumer reporting agencies in your name as well as in the name of the Additional Cardholder. By requesting that we add an Additional Cardholder to your Account, you represent that you (1) have the consent of the Additional Cardholder to be added to the Account, (2) have provided a copy of this Agreement to the Additional Cardholder, and (3) if the Additional Cardholder is your spouse, you have told the Additional Cardholder that Credit One Bank will furnish credit information about them to the credit reporting agencies in connection with the Account. The Additional Cardholder may report the Card lost or stolen and may remove him or herself from the Account.

## ***Interest Rates and Interest Changes***

**Annual Percentage Rates (APRs):** See the Pricing Summary for your APRs. The APR for Balance Transfers will be the same as the APR for standard Purchases, unless a promotional rate applies.

**Variable Rates:** Your Pricing Summary indicates whether you have any variable APRs. Variable APRs are determined by adding to the Prime Rate the number of percentage points ("margin") specified in the Pricing Summary. Variable APRs will increase or decrease when the Prime Rate changes. The APR change will take effect beginning with billing cycles that end on or after the first day of the month after the month in which the Prime Rate changes. An increase in the APR will increase your interest charges and may increase your Minimum Payment Due.

**Average Daily Balance Method (including new transactions):** We calculate interest each billing cycle by first figuring the "average daily balance" for each type of balance. Standard Purchases, standard Cash Advances, standard Balance Transfers, and each promotional offer, are all types of balances.

For each type of balance, for each billing cycle, we start with the balance on the last day of your previous billing cycle. We subtract any unpaid interest. This is the beginning balance each day. Each day of the billing cycle we subtract any new payments and credits applied to that type of balance. We add any new transactions and fees for that type of balance. We add Purchases, Cash Advances, and Balance Transfers on the post date. We add transaction fees on promotional rate and non-promotional rate Balance Transfers to the same type of balance as the transaction. We add all other fees to the standard Purchase balance. This gives us the daily balance for that type of balance, except that if the daily balance is negative, we treat it as zero. We then add up all of the daily balances and divide by the number of days in the billing cycle. This gives us the "average daily balance" for that type of balance. We multiply the average daily balance by the applicable monthly periodic rate (the APR divided by 12). This gives us the interest charged for that type of balance for that billing cycle. This interest is included in the Account balance on the last day of the billing cycle. The results for all types of balances are then added together to determine the total interest charged that billing cycle.

**When Interest Begins:** We begin to impose interest on a transaction or fee from the day we add it to the daily balance. We continue to impose interest 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 billing statement by the Payment Due Date shown on that billing statement, we will not impose interest on new Purchases paid by the Payment Due Date on your current billing statement. The Payment Due Date will be at least 24 days after the close of the billing cycle. If you have been paying your Account balance in full and thereby avoiding interest on Purchases, but then do not pay the next New Statement Balance in full by the Payment Due Date, in that billing cycle we will start charging interest on the unpaid portion of your balance.

## ***Fees***

See the Pricing Summary for additional Fee information.

**Annual Fee:** If your Account is subject to an Annual Fee, the amount and when it is billed is shown on the Pricing Summary. The Annual Fee is billed to the Account until the Account is closed and the outstanding balance is paid in full. The Annual Fee is refundable as long as you cancel your Account and have not used your card for any Purchases, Cash Advances, or Balance Transfers and you have not made a payment.

**Credit Limit Increase Fee:** If a fee is imposed for processing a Credit Limit increase request, we will tell you the amount of the fee at the time of your request and before you agree to it.

**Foreign Transaction Fee:** We add this fee, unless "None" is stated in the Pricing Summary table, for each purchase made outside the U.S. (A purchase is made outside the U.S. unless it is made with a U.S. merchant, processed completely in the U.S., and in U.S. dollars.) The fee is a percentage of the U.S. dollar amount of the purchase. American Express charges a foreign currency conversion fee of 1% of the amount of the transaction in U.S. dollars. This fee is included as part of the Foreign Transaction Fee listed in the Pricing Summary.

**Optional Express Payment Service Fee:** If a representative of ours helps expedite your payment, we may impose an Express Payment fee. You will be informed of the amount of the fee before you complete the transaction.

**Duplicate Statement Fee:** If you request a duplicate copy of a monthly statement, for any purpose other than to assert a billing error, you will be charged a fee of up to $10 for each statement copy requested.

**Sales Slip Request Fee:** If you request a copy of a sales slip, for any purpose other than to resolve a dispute about the charges on your Account, you will be charged a fee of $6 for each sales slip copy requested.

**Replacement Card Fee:** If you request a replacement card, a Replacement Card Fee of up to $25 may be charged to your Account.

## ***Payments***

**Minimum Payment Due:** See the Pricing Summary for the minimum payment requirements.

**Small Balances:** As it is uneconomical for both you and us to process payments or maintain credits that are $1 or less in amount, you agree as follows: (1) In any billing cycle in which you have had no transactions and your New Balance on the billing date is $1 or less, the balance will be rounded to

zero and you will not receive a bill for this amount. (2) In the event that you have a credit balance of $1 or less for two consecutive billing cycles, the balance will be rounded to zero and you will not receive a refund of this amount.

**Payment Instructions:** You must pay us in U.S. dollars, in funds on deposit in the U.S. 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.

**Irregular Payments:** Any payment submitted in offer of settlement of a disputed debt, including any item containing a notation such as "paid in full," and any other item with a restrictive endorsement, must be sent to: Credit One Bank, P.O. Box 95516, Las Vegas, NV 89193-5516. We can accept late payments, partial payments, and checks or other items with restrictive endorsements at any other address without losing any of our rights under this Agreement.

**Postdated Checks:** You agree that we need not examine any payment check to confirm that it is not postdated and that we may deposit any postdated check on the day we receive it.

**Payment Allocation:** We apply payments up to the Minimum Payment Due and credits at our discretion, which may result in balances at lower APRs being paid first and higher interest charges. Payments over the Minimum Payment Due will be applied to balances with higher APRs first.

## ***Collecting, Sharing, and Updating Information***

**Customer Privacy:** We send you our Privacy Policy when you open your Account and thereafter in accordance with applicable law. 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. You accept the terms of our Privacy Policy when you use the Account. Contact us or visit CreditOne.com if you would like a copy.

**Information About You:** You authorize us to obtain and/or use information about you from third parties and credit reporting agencies to: (1) verify your identity and/or conduct investigative inquiries; (2) determine your income and credit eligibility; (3) review your Account and provide renewal of credit; (4) verify your current credit standing in order to present future credit limit increases or decreases; (5) qualify you for and present additional lines of credit or other offers; and (6) collect amounts owing on your Account. Upon request, we will tell you the name and address of any credit reporting agency that provided us with information concerning you.

**Furnishing Information:** We may furnish information concerning your Account or credit file to consumer reporting agencies and others who may properly receive that information. If you believe that information we furnished is inaccurate or incomplete, please write us at Credit One Bank, P. O. Box 98873, Las Vegas, NV 89193-8873. Please include your name, address, home phone number and Account number.

**Telephone Calls, Text Messages and Emails Regarding Your Account:** You are providing express written permission and consent authorizing Credit One Bank and our agents, servicers, contractors, subsidiaries, affiliates, officers, and other partners and employees to contact you at any phone number (including mobile, cellular/wireless, or similar devices) or email address you provide at any time, for any lawful purpose. The ways in which we may contact you include live operator, dialing system, automatic telephone dialing systems (auto-dialer), prerecorded and artificial voice message, text/SMS message or email. Phone numbers and email addresses you provide include those you give to us, those from which you, or someone acting on your behalf, contact us or which we obtain through other means. If you provide a phone number for which you are not the owner, you confirm you are authorized to provide that number. Such lawful purposes include, but are not limited to: obtaining information; activation of the card for verification and identification purposes; account transactions or servicing related matters; suspected fraud or identity theft; collection on the Account; and providing information about special products and services. You agree to pay any fee(s) or charge(s) that you may incur for incoming communications from us or outgoing communications to us, to or from any such number or email address, without reimbursement from us.

**Communication Revocation:** You may revoke your authorization for most communications. However, you cannot revoke authorization for fraud related communications or legally required communications. To change your communication preferences or to revoke consent you must write us. Please:

- include your name, mailing address, and the last four digits of your Account number;
- specify whether you are changing your preferences regarding mail, telephone calls, emails, and/or text or SMS messages;
- provide the specific phone number(s) and/or email address for which you are requesting communications to cease;
- send this written notice to: Credit One Bank, P.O. Box 98873, Las Vegas, NV 89193-8873.

Certain communication preferences can be changed on-line. Please log in to your Account to see if that option is available.

**Telephone Monitoring:** You agree that we (and our servicers, agents and contractors) may monitor and record any calls between you and us.

**Updating Your Phone Number:** Notify us immediately if you change mobile or cell phone numbers or plan to give your phone to someone else. It is your responsibility to provide us with a true, accurate and complete mobile number and to maintain and update promptly any changes in this information. You can update your mobile number by calling us at the phone number on the back of your Card.

**Indemnification:** If you provide telephone number(s) for which you are not the subscriber, or fail to notify us when you cease to be the subscriber for a telephone number you previously gave us, you agree to indemnify us, our subsidiaries, affiliates, officers, agents, servicers, contractors, and other partners and employees for any costs and expenses, including reasonable attorneys' fees, incurred as a result of us contacting or attempting to contact you at the number(s). Your obligation under this paragraph shall survive termination of the Agreement.

## ***Account Closure***

**Default:** You are in default under this Agreement if (1) bankruptcy or another insolvency proceeding is filed by or against you; (2) we reasonably believe you are unable or unwilling to repay us; (3) you die or are legally incompetent or incapacitated; (4) you fail to comply with the terms of this Agreement, including failing to make a required payment when due, exceeding your credit limit or using your Card or Account for an illegal transaction; (5) you give us misleading, false, incomplete or incorrect information or fail to give us any information we deem necessary; or (6) if you no longer permanently reside in the United States or its territories. If you are in default, we may declare the entire Account balance immediately due and payable without advance 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.

**Closing Your Account:** You may close your Account at any time. You will remain responsible for any amount you owe us under this Agreement. Any joint Cardholder may cancel a joint Account. However, both of you will remain responsible for paying all amounts owed. If your Account is subject to an Annual Fee, the fee will continue to be charged until you pay your outstanding balance in full.

We may cancel, suspend or not renew your Card, Account, or access to the credit line at any time and for any reason without notice. If your Account is closed by us, the Annual Fee will continue to be charged until you pay your outstanding balance in full.

However, when your Account is closed, if there is: (1) a debit balance of $1 or less, that balance will be rounded to zero and you will not be required to pay this amount; or (2) a credit balance of $1 or less, that balance will be rounded to zero and this amount will not be refunded to you. The rounding to zero may occur after your closing statement cycles, and you may not receive a statement reflecting the rounding.

## ***Arbitration Agreement***

**PLEASE READ CAREFULLY—IMPORTANT—AFFECTS YOUR LEGAL RIGHTS**

This agreement to arbitrate provides that you or we can require controversies or disputes between us to be resolved by BINDING ARBITRATION. You have the right to REJECT this agreement to arbitrate by using the procedure explained below.

If you do not reject this agreement to arbitrate, you GIVE UP YOUR RIGHT TO GO TO COURT and controversies or disputes between us will be resolved by a NEUTRAL ARBITRATOR INSTEAD OF A JUDGE OR JURY, using rules that are simpler and more limited than in a court. Arbitrator decisions are subject to VERY LIMITED REVIEW BY A COURT. Arbitration will proceed INDIVIDUALLY— CLASS ACTIONS AND SIMILAR PROCEDURES WILL NOT BE AVAILABLE TO YOU.

**Agreement to Arbitrate:** You and we agree that either you or we may, without the other's consent, require that controversies or disputes between you and us (all of which are called "Claims"), be submitted to mandatory, binding arbitration. This agreement to arbitrate is made pursuant to a transaction involving interstate commerce, and shall be governed by, and enforceable under, the Federal Arbitration Act (the "FAA"), 9 U.S.C. §1 et seq., and (to the extent State law is applicable), the laws of the State of Nevada.

For purposes of this agreement to arbitrate, "you" includes you, any co-applicant, any Authorized User (including Additional Cardholders), or anyone else connected with you or claiming through you; and "we" or "us" includes Credit One Bank, N.A., all of its parents, subsidiaries, affiliates, successors, predecessors, employees, and related persons or entities, and all third parties who are regarded as agents or representatives of us in connection with the subject matter of the claim or dispute at issue.

**Covered Claims:** Claims subject to arbitration include, but are not limited to, any controversies or disputes arising from or relating in any way to your Account; any transactions involving your Account; any disclosures made to you concerning your Account; any interest, charges, or fees assessed on

your Account; any service(s) or programs related to your Account; and, if permitted by the rules of the arbitration forum, any collection of debt related to your Account. Claims also include controversies or disputes arising from or relating in any way to advertising, solicitations, or any application for, approval of, or establishment of your Account. Claims subject to arbitration include any controversies or disputes based on any theory of law, whether contract, tort, statute, regulation, common law, or equity, or whether they seek legal or equitable remedies. All Claims are subject to arbitration whether they arose in the past, may currently exist, or may arise in the future. Arbitration will apply even if your Account is closed, you pay us in full any outstanding debt you owe, or you file for bankruptcy. Also, controversies or disputes about the validity, enforceability, coverage, meaning, or scope of this agreement to arbitrate or any part thereof are subject to arbitration and are for the arbitrator to decide. Any questions about what Claims are subject to arbitration shall be resolved by interpreting this agreement to arbitrate in the broadest way the law will allow it to be enforced.

**Claims Not Covered:** Claims (whether brought initially or by counter or cross-claim) are not subject to arbitration if they are filed by you or us in a small claims court, so long as the case remains in such court and only individual claims for relief are advanced in the case.

**No Class Arbitration or Consolidation or Joinder of Parties:** Class actions and other similar procedures in which individuals seek to represent similarly situated individuals or seek relief on behalf of the general public, and consolidation or joinder of Claims (except for claimants on the same account), are NOT available under this agreement to arbitrate. Claims in arbitration will proceed on an INDIVIDUAL basis only:

> UNLESS YOU REJECT THIS AGREEMENT TO ARBITRATE, YOU AND WE WAIVE THE RIGHT TO ASSERT OR PARTICIPATE IN A CLASS ACTION OR ANY REPRESENTATIVE OR CONSOLIDATED PROCEEDING IN COURT OR IN ARBITRATION.

The arbitrator shall have no authority to entertain any Claim as a class action or private attorney general action or on any other similar representative basis, nor shall the arbitrator have any authority to consolidate or join Claims brought by separate claimants (except for claimants on the same account). This also means that the arbitrator 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.†

†**Notice to California Account Holders:** This agreement to arbitrate shall not be construed to prevent you from seeking in the arbitration the remedy of public injunctive relief if (a) you reside in California, (b) you resided in California at the time you entered into this agreement to arbitrate, or (iii) the billing address for your Account is a California address (hereafter, "California Account Holder").

**Initiation of Arbitration:** The arbitration shall be administered by the American Arbitration Association ("AAA") before a single arbitrator under the AAA's Consumer Arbitration Rules, or by a mutually agreeable administrator, before a single arbitrator, as modified by this arbitration provision. Information about the arbitration process for AAA can be obtained from the AAA at www.adr.org. The arbitrator shall be selected from the AAA (or mutually agreeable administrator) panel of neutrals then active on the roster maintained by the AAA (or mutually agreeable administrator) office located in the city of or nearest to your billing address and, unless otherwise mutually agreed, the arbitrator shall be a retired federal judge, a retired state appellate judge, a retired state trial judge, or a lawyer with at least 15 years of experience in that order of preference.

In the event that the AAA or mutually agreeable administrator is unable or unwilling 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).

**Arbitration Procedures and Applicable Law; Offer of Settlement:** Unlike a lawsuit in state or federal court, arbitration is conducted by a private organization that specializes in alternative dispute resolution. Disputes in arbitration are decided by a neutral arbitrator instead of a judge or jury. You may represent yourself in arbitration, or you may be represented by a lawyer.

Under this agreement to arbitrate, a single arbitrator designated by the arbitration administrator will decide the Claim under applicable law. The arbitrator is bound by the terms of this agreement to arbitrate. The AAA or mutually agreeable administrator will apply its code of procedures in effect at the time the arbitration claim is filed. If there is a conflict between that code of procedures and this arbitration provision and/or any sections of this Card Agreement, this arbitration provision and/or this Card Agreement will control. The arbitrator will honor all claims of privilege recognized by law. Subject to the prohibition on class, representative, and consolidation procedures set forth above, the arbitrator will have the power to award to a party any damages or other relief (including relief in equity) provided for under applicable law. That is, a party will be entitled to recover in arbitration any damages or other relief that it could recover if it prevailed in a court proceeding. An arbitrator's award shall consist of a written statement setting forth the disposition of each Claim. At the request of any party, the arbitrator shall also set forth a written explanation of the essential findings and conclusions on which the award is based. An arbitration award shall decide the rights and obligations only of the parties named in the arbitration, and shall not have any bearing on another person or dispute.

If your Claim is for $10,000 or less, you may choose whether the arbitration will be conducted solely on the basis of documents, in a telephonic hearing, or in an in-person hearing.

Any in-person hearing will take place in the federal judicial district that includes your billing address at the time the Claim is filed, unless the parties agree to a different place.

**The Arbitrator's Decision:** The arbitrator's decision will be final and binding on the parties. A party can file a written appeal to the arbitration administrator within thirty (30) days after an award is issued. The appeal will proceed before a panel of three neutral arbitrators designated by the same arbitration administrator. The panel will decide anew all factual and legal issues, following the same rules of procedure, by majority vote any aspect of the original decision objected to. The costs of such an appeal will be borne in accordance with the below paragraph entitled "Fees and Costs". Any review by a court shall be governed by the Federal Arbitration Act. Any final arbitration award will be binding on the named parties and enforceable by any court having jurisdiction.

**Fees and Costs:** We will pay any costs that are required to be paid by us under the arbitration administrator's rules of procedure. If you file the arbitration, you will pay your share of the initial filing fee, unless you seek and qualify for a fee waiver under the applicable rules of the arbitration administrator. The party filing an appeal shall be responsible for all filing fees and costs of the appeal unless prohibited by administrator's rules of procedure. All parties are responsible for their own attorney's fees, expert fees and any other expenses, unless the arbitrator awards such fees or expenses to you or us if allowed by applicable law.

**Other Parties Subject to this Agreement to Arbitrate:** In addition to you and us, the rights and duties described in this agreement to arbitrate apply to: any third party co-defendant of a claim subject to this arbitration provision; all joint account holders, Additional Cardholders, and Authorized Users of your Account(s).

**How to REJECT this Agreement to Arbitrate:** You can reject this agreement to arbitrate but only if we receive from you a written notice of rejection within 45 days after it was first provided to you. To reject this agreement to arbitrate you must send the notice of rejection to: Credit One Bank, Attention: Arbitration Opt Out, P. O. Box 98873, Las Vegas, NV 89193-8873. Rejection notices sent to any other address will not be accepted or effective. If you decide to reject this agreement to arbitrate in writing, your notice must state that you reject this agreement to arbitrate and include your name, address, account number, and personal signature. Rejection of arbitration will not affect your other rights or responsibilities under this Card Agreement.

**Survival, Severability, and Amendment of Terms:**
*Survival.* This agreement to arbitrate shall survive changes in the Agreement and termination of the Account or the relationship between you and us, including the bankruptcy of any party and any transfer or sale of your Account, or amounts owed on your Account, to another person or entity.
*Severability.* If any part or parts of your agreement to arbitrate are declared unenforceable, then such specific part or parts shall be of no force or effect and shall be severed, but the remainder of this agreement to arbitrate shall continue in full force and effect. If, however, the entire agreement to arbitrate or your waiver of the right to bring or participate in a class or representative action or in consolidation procedures is unenforceable, then the agreement to arbitrate shall be of no force or effect. Notwithstanding the preceding sentence, with respect to California Account Holders, if arbitration is unenforceable, in whole or in part, you and we agree to resolve any Claim by a judicial reference proceeding as described above.
*Amendment in Writing Only.* This agreement to arbitrate may not be amended, severed, or waived, except as expressly provided in the Agreement or in a written agreement between you and us.

## *Other Information*

**Transactions in Foreign Currencies:** If you make a transaction at a merchant that settles in a currency other than U.S. dollars, American Express will convert that charge into a U.S. Dollar amount. That conversion will be done at a rate selected by American Express from the range of rates available in wholesale currency markets for the applicable central processing date, which rate may vary from the rate American Express itself receives, or the government-mandated rate in effect for the applicable central processing date. The currency conversion rate used on the processing date may differ from the rate that would have been used on the purchase date or on the date the transaction is posted to your Account. You agree to pay the converted amount, including any charges for the conversion that may be imposed as described above.

**Changes to Your Agreement:** The rates, fees and terms of this Agreement may change and we may add or delete any term to this Agreement, consistent with applicable law. We will give you advance written notice of these changes and a right to reject the change, if required by law.

**Unauthorized Use:** Notify us immediately if your Card is lost or stolen or you suspect that someone is using your Card or Account without your permission.

**Assignment:** We may assign any or all of our rights and obligations under this Agreement. You may not assign any of your rights or obligations under this Agreement.

**No Waiver:** We will not lose our rights under this Agreement because we delay or do not enforce them.

**Governing Law:** This Agreement is governed by and interpreted in accordance with the laws applicable to national banks, and, where no such laws apply, by the laws of the State of Nevada, excluding the conflicts of law provisions thereof, regardless of your state of residence.

**Conformance with Law; Severability:** If any part of this Agreement conflicts with applicable law, that provision will be considered modified to conform to applicable law. If any part of this Agreement is invalid, the rest shall remain in effect, except as otherwise noted in the Arbitration Provision.

## ***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 the Billing Inquiries address on the statement.

In your letter, give us the following information:

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

You must contact us:

- Within 60 days after the error appeared on your statement.
- At least 3 business days before an automated payment is scheduled, if you want to stop payment on the amount you think is wrong.

You must notify us of any potential errors in writing. You may call us, but if you do we are not required to investigate any potential errors and you may have to pay the amount in question.

**What Will Happen After We Receive Your Letter**

When we receive your letter, we must do two things:

1. Within 30 days of receiving your letter, we must tell you that we received your letter. We will also tell you if we have already corrected the error.
2. Within 90 days of receiving your letter, we must either correct the error or explain to you why we believe the bill is correct.

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

- We cannot try to collect the amount in question, or report you as delinquent on that amount.
- The charge in question may remain on your statement, and we may continue to charge you interest on that amount.
- While you do not have to pay the amount in question, you are responsible for the remainder of your balance.
- We can apply any unpaid amount against your credit limit.

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

*If we made a mistake:* You will not have to pay the amount in question or any interest or other fees related to that amount.

*If we do not believe there was a mistake:* You will have to pay the amount in question, along with applicable interest and fees. We will send you a statement of the amount you owe and the date payment is due. We may then report you as delinquent if you do not pay the amount we think you owe.

If you receive our explanation but still believe your bill is wrong, you must write to us within 10 days telling us that you still refuse to pay. If you do so, we cannot report you as delinquent without also reporting that you are questioning your bill. We must tell you the name of anyone to whom we reported you as delinquent, and we must let those organizations know when the matter has been settled between us.

If we do not follow all of the rules above, you do not have to pay the first $50.00 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 $50.00. (Note: Neither of these are necessary if your purchase was based on an advertisement we mailed to you, or if we own or operate the company that sold you the goods or services.)
2. You must have used your credit card for the purchase. Purchases made with cash advances from an ATM or with a check that accesses your credit card account do not qualify.
3. You must not yet have fully paid for the purchase.

If all of the criteria above are met and you are still dissatisfied with the purchase, contact us in writing at the Billing Inquiries address shown on your statement.

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

## ***Rewards Program Supplement***

This document ("Supplement") describes the terms and conditions of the Credit One Bank Cash Back Rewards Program ("Program") and supplements the Card Agreement that governs your credit card account issued by Credit One Bank, N.A. (the "Account"). By using the Account, you agree to participate in the Program. Your participation is subject to the terms of the Card Agreement, including the arbitration agreement, if applicable, and this Supplement. In the event of a conflict between the Card Agreement and this Supplement, with respect to matters relating to the Program, this Supplement controls.

**Earning Cash Back Rewards**: You earn cash back rewards in the form of an automatic statement credit equal to 1% of Net Eligible Purchases (as defined below) made with your Account. You do not earn cash back rewards on Cash Advances, Balance Transfers, interest, fees, and other charges. We will post a statement credit to your Account within thirty-seven days after the end of the month based on the Net Eligible Purchases posted to your Account from the first day to the last day of the current month. If your Account is in default, as defined in your Card Agreement, at the time the credit is to be posted, you WILL NOT receive the credit. Cash back rewards have no cash value.

**Merchant Categories**: Merchants who accept credit cards are assigned a merchant code, which is determined by the merchant or its processor in accordance with the applicable credit card network's procedures based on the kinds of products and services they primarily sell. We have no control over merchant codes. Please note:

- We make every effort to include all relevant merchant codes in our cash back rewards categories. However, even though a merchant or some of the items that it sells may appear to fit within a cash back rewards category, the merchant may not have a merchant code in that category or may not use an eligible merchant code. When this occurs, Purchases with that merchant won't qualify for cash back rewards.
- A merchant with more than one location may submit Purchases using different codes, including codes that are not eligible under this Program. This means that Purchases from the same merchant at a different location may result in no cash back rewards. Purchases made without an eligible code WILL NOT qualify for cash back rewards.
- Purchases submitted by you, an authorized user, or the merchant through third-party payment accounts, mobile or wireless card readers, online or mobile digital wallets, or similar technology will not qualify in a cash back rewards category if the technology is not set up to process the purchase in that cash back rewards category.

**Eligible Purchases**: Eligible Purchases are Purchases from merchants in the following categories:

- gasoline (Service Stations, Automated Fuel Dispensers, Petroleum and Petroleum Products, Marinas and Marine Services),
- grocery (Grocery Stores and Supermarkets, Freezer and Meat Provisioners, Miscellaneous Food Stores – Convenience Stores and Specialty Markets. Grocery Purchases do not include Purchases at superstores, at stores that sell groceries and other products like drugstores; or at smaller stores like bakeries, candy, nut or confection stores),
- mobile phone service (Telecommunication Equipment and Telephone Sales, Telecommunication Services, including Local and Long-Distance Calls, Credit Card Calls, Calls Through Use of Magnetic-Stripe-Reading Telephones, and Fax Services), and
- internet, cable and satellite TV subscription services (Cable, Satellite and Other Pay Television/Radio/Streaming Services, Computer Network/Information Services).

**Purchases That Are Not Eligible:** Purchases from the following types of merchants are not eligible for cash back rewards:

- oil, propane, home heating companies,
- PayPal,
- warehouse clubs (including but not limited to Sam's Club, Costco, and BJ's), and
- discount supercenters (including but not limited to Walmart® and Target®).

**Net Eligible Purchases**: Net Eligible Purchases are Eligible Purchases minus any returns, disputed charges, unauthorized charges, illegal or fraudulent charges or other credits for such Purchases.

**Program Restrictions**: You will receive an automatic cash back rewards credit on each statement that has at least one Net Eligible Purchase. Automatic statement credits for cash back rewards will reduce the balance on your Account but will not count as payments. You will still be required to pay at least the Minimum Payment Due as shown on your billing statement each month. You WILL NOT earn cash back rewards for Purchases made while your Account is in default as defined within your Card Agreement. This Program excludes Accounts already enrolled in a different Credit One Bank cash back or other rewards program.

**Changes:** The Program may be changed (added to, modified or deleted) by us at any time, including without limitation changes to the definition of eligible or non-eligible purchases. We will give you prior notice to the extent required by law. Any revisions may affect your ability to earn cash back rewards.

**Termination**: We may suspend or terminate the Program or your participation in the Program at any time without prior notice. In such event, we will evaluate your Account for any eligible cash back rewards as of the Program termination date. Provided that you meet all of the other Program Restrictions listed above at that time, you will receive a distribution of the cash back rewards earned during the current billing period in the form of a statement credit.

**Limited Liability**: Unless otherwise required by law, this Program, or our Card Agreement with you, we will not be liable to you or anyone making a claim on your behalf, in connection with: (1) any change or termination of the Program; (2) any loss, damage, expense or inconvenience caused by any occurrence outside of our control; (3) any taxes that you incur as a result of receiving cash back rewards, payment of which taxes will be your responsibility; (4) any merchandise or services you purchase, or for any direct, indirect or consequential damages with respect to the use of your Account. In any event, any liability that Credit One may have to you in connection with the Program shall be limited to the amount of any cash back rewards you have earned in this Program. The Program and cash back rewards are void or limited where prohibited or restricted, respectively, by federal, state or local law.

American Express is a federally registered service mark of American Express. This credit card program is issued and administered by Credit One Bank, N.A., pursuant to a license from American Express.

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# *CARD AGREEMENT*

**D530**

## *Pricing Summary*

| Interest Rates and Interest Charges | |
|---|---|
| **ANNUAL PERCENTAGE RATE (APR) for Purchases** | **29.74%**<br>This APR will vary with the market based on the Prime Rate. |
| **ANNUAL PERCENTAGE RATE (APR) for Balance Transfers** | **15.99%** introductory APR for 9 billing cycles from the date the balance transfer is posted to the account for all balances transferred within 60 days of account opening.<br>After that, your APR will be **29.74%.** This APR will vary with the market based on the Prime Rate. |
| **ANNUAL PERCENTAGE RATE (APR) for Cash Advances** | **31.74%**<br>This APR will vary with the market based on the Prime Rate. |
| **Paying Interest** | Your due date is at least 24 days after the close of each billing cycle. We will not charge you any interest on Purchases if you pay your entire balance by the due date each month. We will begin charging interest on Cash Advances and Balance Transfers from the posting date. |
| **Minimum Interest Charge** | If you are charged interest, the charge will be no less than $1.00. |
| **For Credit Card Tips from the Consumer Financial Protection Bureau** | **To learn more about factors to consider when applying for or using a credit card, visit the website of the Consumer Financial Protection Bureau at http:// www.consumerfinance.gov/learnmore.** |
| **Fees** | |
| **Annual Fee** | **$75** for the first year. After that, **$99** annually (billed at $8.25 per month). |
| **Transaction Fees**<br>• Balance Transfer | • Introductory fee: Either **$10** or **5%** of the amount of each Balance Transfer posted to your account within 60 days of account opening, whichever is greater.<br>After that, either **$5** or **8%** of the amount of each Balance Transfer, whichever is greater. |
| • Cash Advance | • Either **$5** or **8%** of the amount of each Cash Advance, whichever is greater. |
| • Foreign Transaction | • Either **$1** or **3%** of the amount of each purchase in U.S. dollars, whichever is greater. |
| **Penalty Fees**<br>• Late Payment | • Up to **$39*** |
| • Returned Payment | • Up to **$39**** |

**How We Will Calculate Your Balance:** We use a method called "average daily balance (including new Purchases)." See your Card Agreement for more details.

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

***Late Payment Fee:** We will charge the maximum safe harbor amount, which is set annually in accordance with 12 C.F.R. 1026.52(b)(1)(ii)(D). Currently the fee is $29, unless you incurred a Late Payment Fee during the prior six billing cycles. If you did, the fee is currently $39. This fee will not exceed the related Minimum Payment that was due. We charge a Late Payment Fee to your Account if at least the Amount Due This Period (less any Late Payment Fee for the current billing cycle) plus any Past Due Amount is not received by 5:00 p.m. PT on the Payment Due Date shown on your statement.

****Returned Payment Fee:** We will charge the maximum safe harbor amount, which is set annually in accordance with 12 C.F.R. 1026.52(b)(1)(ii)(D). If a payment is not honored upon first presentment, even if the payment is later honored, a Returned Payment Fee will be charged to your Account. Currently, the fee is $29, unless you incurred a Returned Payment Fee in the prior six billing cycles. If you did, the fee is currently $39. This fee will not exceed the related Minimum Payment that was due.

**Additional Rate Information:** The monthly periodic rate for the introductory Balance Transfer APR is 1.33250%. The Purchase and non-introductory Balance Transfer APR equals the Prime Rate plus a margin of 22.99%. This corresponds to a monthly periodic rate of 2.47833%. The Cash Advance APR equals the Prime Rate plus a margin of 24.99%. This corresponds to a monthly periodic rate of 2.64500%.

**Minimum Payments:** 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 the sum of:

- 5% of your outstanding balance, rounded up to the next whole dollar, or $30, whichever is greater;
- any Late Payment Fee for the current billing cycle;
- and any Past Due Amount (excluding any past due Late Payment Fees).

## ***The Agreement***

This Agreement, together with the Pricing Summary, is your contract with us.

**Accepting this Agreement:** You accept this Agreement when you use the Account. You may still reject this Agreement if you have not yet used the Card, used the Account, or paid a fee after receiving a billing statement. To reject the Agreement, call us at 866-515-5721 or write us at Bank Card Center, P.O. Box 95516, Las Vegas, NV 89193-5516. If you reject the Agreement, you are not responsible for any fees or charges.

**Arbitration:** This Agreement includes an Arbitration Provision with class action and jury trial waivers. You can reject the Arbitration Provision. See "How to REJECT this agreement to arbitrate" in the Arbitration section. If you do not, it will be part of this Agreement.

**Promise to Pay:** You agree to pay us for all amounts due on your Account, including credit for Purchases, Balance Transfers, and Cash Advances, as well as interest charges and fees. This includes charges made by Additional Cardholders and other Authorized Users.

## ***Definitions***

**Account** means the Credit One Bank card account under this Agreement.

**Authorized User** means any person you allow to use your Account or Card, including Additional Cardholders. If the Authorized User has been issued a Card and you want to terminate the Authorized User, you must notify us by telephone or in writing.

**Balance Transfer** means a transaction we designate that allows you to use your Account to pay another creditor or yourself. Balance Transfers cannot be used to pay us or our affiliates. A Balance Transfer will be subject to the terms of the Balance Transfer offer and this Agreement.

**Card** refers to one or more cards or access devices, including your Account number, that we give you or someone else with your authorization to get credit under this Agreement.

**Cardholder** refers to each person with a card issued in their name.

**Cash Advance** means the use of your Account to obtain funds at a financial institution or the use of a Convenience Check.

**Convenience Check** means a check we issue to you to take a Cash Advance. You may not use these checks to pay us or our affiliates.

**Purchase** means the use of the Account to obtain goods or services.

**Prime Rate** means the highest U.S. Prime Rate in the Money Rates section of The Wall Street Journal on the 25th day of the month, or the next day if that day is not a publication day. If The Wall Street Journal does not publish the U.S. Prime Rate, we may substitute another index.

**we**, **us**, **our**, and **Credit One Bank** refer to Credit One Bank, N.A., the issuer of your Card.

**you**, and **your** refer to each person who has applied for the Account and where appropriate, the Authorized User.

## ***Features and Use of Your Account***

**Using Your Card:** You may make Purchases wherever the Card is accepted. You may use the Account to obtain Cash Advances, but you may not make more than two Cash Advance transactions per day which may not exceed the lower of your available credit for cash or $200. You may use the Account for only personal, family, or household purposes, and if your Account is used for any other purpose you are still responsible for such use. You may not use the Account for business or commercial purposes. The Account may not be used for online or internet gambling or illegal purposes.

**Your Credit Limit:** We will tell you your credit limit. Keep your Account balance below your credit limit. If you do not, you must still pay us. We may designate part of your credit limit as a Cash Advance limit and part as a Balance Transfer limit. We may change your credit limit(s) at any time, without notice. You may use a portion of your credit limit for Cash Advances and Balance Transfers. Each Purchase, Cash Advance, and Balance Transfer obtained will reduce the amount of available credit under your credit limit until it is repaid. We may delay increasing your available credit by the amount of any payment that we receive for up to 12 calendar days.

**Credit Limit Increase:** To request a credit limit increase contact the Customer Service number on your statement. We may impose a fee for processing the request.

**Credit Authorizations:** We may decline to authorize a transaction for any reason. We will not be liable to you if we decline a transaction or if anyone refuses any use of your Card.

**Automatic Billing:** You may set up automatic billing with a merchant. You authorize us to provide an updated Account number or Card expiration date to any merchant at our discretion. Contact the merchant to stop automatic billing.

**Joint Accounts:** If this is a joint account, each of you is responsible individually and together for all amounts owed. Each of you is responsible even if the Account is used by only one of you. You will continue to be liable for the entire balance of the Account, even if your co-applicant is ordered by a court to pay us. You will remain liable to us if your co-applicant fails to pay as ordered by the court. Your Account status will continue to be reported to the credit reporting agencies under each of your names. The delivery of notices or billing statements to either of you serves as delivery to each of you. We may rely on instructions given by either of you. We are not liable to either of you for relying upon such instructions.

**Electronic Access:** Applications (apps) on electronic devices (such as mobile wallets) can store your Card and can be used to get credit under this Agreement. Such transactions are covered by this Agreement. Apps may have separate terms of use. We are not responsible if you violate those terms or for any consequences from violating those terms.

**Additional Cardholder:** At your request, we may, at our discretion, issue, in the name of another person, an additional Card on your Account. That person is an Additional Cardholder, as well as an Authorized User. An Additional Cardholder has access to certain Account information including balance, available credit and payment information. If you advise us that the Additional Cardholder is your spouse, information regarding the Account will be provided to consumer reporting agencies in your name as well as in the name of the Additional Cardholder. By requesting that we add an Additional Cardholder to your Account, you represent that you (1) have the consent of the Additional Cardholder to be added to the Account, (2) have provided a copy of this Agreement to the Additional Cardholder, and (3) if the Additional Cardholder is your spouse, you have told the Additional Cardholder that Credit One Bank will furnish credit information about them to the credit reporting agencies in connection with the Account. The Additional Cardholder may report the Card lost or stolen and may remove him or herself from the Account.

## ***Interest Rates and Interest Changes***

**Annual Percentage Rates (APRs):** See the Pricing Summary for your APRs. The APR for Balance Transfers will be the same as the APR for standard Purchases, unless a promotional rate applies.

**Variable Rates:** Your Pricing Summary indicates whether you have any variable APRs. Variable APRs are determined by adding to the Prime Rate the number of percentage points ("margin") specified in the Pricing Summary. Variable APRs will increase or decrease when the Prime Rate changes. The APR change will take effect beginning with billing cycles that end on or after the first day of the month after the month in which the Prime Rate changes. An increase in the APR will increase your interest charges and may increase your Minimum Payment Due.

**Average Daily Balance Method (including new transactions):** We calculate interest each billing cycle by first figuring the "average daily balance" for each type of balance. Standard Purchases, standard Cash Advances, standard Balance Transfers, and each promotional offer, are all types of balances.

For each type of balance, for each billing cycle, we start with the balance on the last day of your previous billing cycle. We subtract any unpaid interest. This is the beginning balance each day. Each day of the billing cycle we subtract any new payments and credits applied to that type of balance. We add any new transactions and fees for that type of balance. We add Purchases, Cash Advances, and Balance Transfers on the post date. We add transaction fees on promotional rate and non-promotional rate Balance Transfers to the same type of balance as the transaction. We add all other fees to the standard Purchase balance. This gives us the daily balance for that type of balance, except that if the daily balance is negative, we treat it as zero. We then add up all of the daily balances and divide by the number of days in the billing cycle. This gives us the "average daily balance" for that type of balance. We multiply the average daily balance by the applicable monthly periodic rate (the APR divided by 12). This gives us the interest charged for that type of balance for that billing cycle. This interest is included in the Account balance on the last day of the billing cycle. The results for all types of balances are then added together to determine the total interest charged that billing cycle.

**When Interest Begins:** We begin to impose interest on a transaction or fee from the day we add it to the daily balance. We continue to impose interest 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 billing statement by the Payment Due Date shown on that billing statement, we will not impose interest on new Purchases paid by the Payment Due Date on your current billing statement. The Payment Due Date will be at least 24 days after the close of the billing cycle. If you have been paying your Account balance in full and thereby avoiding interest on Purchases, but then do not pay the next New Statement Balance in full by the Payment Due Date, in that billing cycle we will start charging interest on the unpaid portion of your balance.

## ***Fees***

See the Pricing Summary for additional Fee information.

**Annual Fee:** If your Account is subject to an Annual Fee, the amount and when it is billed is shown on the Pricing Summary. The Annual Fee is billed to the Account until the Account is closed and the outstanding balance is paid in full. The Annual Fee is refundable as long as you cancel your Account and have not used your card for any Purchases, Cash Advances, or Balance Transfers and you have not made a payment.

**Credit Limit Increase Fee:** If a fee is imposed for processing a Credit Limit increase request, we will tell you the amount of the fee at the time of your request and before you agree to it.

**Foreign Transaction Fee:** We add this fee, unless "None" is stated in the Pricing Summary table, for each purchase made outside the U.S. (A purchase is made outside the U.S. unless it is made with a U.S. merchant, processed completely in the U.S., and in U.S. dollars.) The fee is a percentage of the U.S. dollar amount of the purchase. American Express charges a foreign currency conversion fee of 1% of the amount of the transaction in U.S. dollars. This fee is included as part of the Foreign Transaction Fee listed in the Pricing Summary.

**Optional Express Payment Service Fee:** If a representative of ours helps expedite your payment, we may impose an Express Payment fee. You will be informed of the amount of the fee before you complete the transaction.

**Duplicate Statement Fee:** If you request a duplicate copy of a monthly statement, for any purpose other than to assert a billing error, you will be charged a fee of up to $10 for each statement copy requested.

**Sales Slip Request Fee:** If you request a copy of a sales slip, for any purpose other than to resolve a dispute about the charges on your Account, you will be charged a fee of $6 for each sales slip copy requested.

**Replacement Card Fee:** If you request a replacement card, a Replacement Card Fee of up to $25 may be charged to your Account.

## ***Payments***

**Minimum Payment Due:** See the Pricing Summary for the minimum payment requirements.

**Small Balances:** As it is uneconomical for both you and us to process payments or maintain credits that are $1 or less in amount, you agree as follows: (1) In any billing cycle in which you have had no transactions and your New Balance on the billing date is $1 or less, the balance will be rounded to

zero and you will not receive a bill for this amount. (2) In the event that you have a credit balance of $1 or less for two consecutive billing cycles, the balance will be rounded to zero and you will not receive a refund of this amount.

**Payment Instructions:** You must pay us in U.S. dollars, in funds on deposit in the U.S. 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.

**Irregular Payments:** Any payment submitted in offer of settlement of a disputed debt, including any item containing a notation such as "paid in full," and any other item with a restrictive endorsement, must be sent to: Credit One Bank, P.O. Box 95516, Las Vegas, NV 89193-5516. We can accept late payments, partial payments, and checks or other items with restrictive endorsements at any other address without losing any of our rights under this Agreement.

**Postdated Checks:** You agree that we need not examine any payment check to confirm that it is not postdated and that we may deposit any postdated check on the day we receive it.

**Payment Allocation:** We apply payments up to the Minimum Payment Due and credits at our discretion, which may result in balances at lower APRs being paid first and higher interest charges. Payments over the Minimum Payment Due will be applied to balances with higher APRs first.

## ***Collecting, Sharing, and Updating Information***

**Customer Privacy:** We send you our Privacy Policy when you open your Account and thereafter in accordance with applicable law. 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. You accept the terms of our Privacy Policy when you use the Account. Contact us or visit CreditOne.com if you would like a copy.

**Information About You:** You authorize us to obtain and/or use information about you from third parties and credit reporting agencies to: (1) verify your identity and/or conduct investigative inquiries; (2) determine your income and credit eligibility; (3) review your Account and provide renewal of credit; (4) verify your current credit standing in order to present future credit limit increases or decreases; (5) qualify you for and present additional lines of credit or other offers; and (6) collect amounts owing on your Account. Upon request, we will tell you the name and address of any credit reporting agency that provided us with information concerning you.

**Furnishing Information:** We may furnish information concerning your Account or credit file to consumer reporting agencies and others who may properly receive that information. If you believe that information we furnished is inaccurate or incomplete, please write us at Credit One Bank, P. O. Box 98873, Las Vegas, NV 89193-8873. Please include your name, address, home phone number and Account number.

**Telephone Calls, Text Messages and Emails Regarding Your Account:** You are providing express written permission and consent authorizing Credit One Bank and our agents, servicers, contractors, subsidiaries, affiliates, officers, and other partners and employees to contact you at any phone number (including mobile, cellular/wireless, or similar devices) or email address you provide at any time, for any lawful purpose. The ways in which we may contact you include live operator, dialing system, automatic telephone dialing systems (auto-dialer), prerecorded and artificial voice message, text/SMS message or email. Phone numbers and email addresses you provide include those you give to us, those from which you, or someone acting on your behalf, contact us or which we obtain through other means. If you provide a phone number for which you are not the owner, you confirm you are authorized to provide that number. Such lawful purposes include, but are not limited to: obtaining information; activation of the card for verification and identification purposes; account transactions or servicing related matters; suspected fraud or identity theft; collection on the Account; and providing information about special products and services. You agree to pay any fee(s) or charge(s) that you may incur for incoming communications from us or outgoing communications to us, to or from any such number or email address, without reimbursement from us.

**Communication Revocation:** You may revoke your authorization for most communications. However, you cannot revoke authorization for fraud related communications or legally required communications. To change your communication preferences or to revoke consent you must write us. Please:

- include your name, mailing address, and the last four digits of your Account number;
- specify whether you are changing your preferences regarding mail, telephone calls, emails, and/or text or SMS messages;
- provide the specific phone number(s) and/or email address for which you are requesting communications to cease;
- send this written notice to: Credit One Bank, P.O. Box 98873, Las Vegas, NV 89193-8873.

Certain communication preferences can be changed on-line. Please log in to your Account to see if that option is available.

**Telephone Monitoring:** You agree that we (and our servicers, agents and contractors) may monitor and record any calls between you and us.

**Updating Your Phone Number:** Notify us immediately if you change mobile or cell phone numbers or plan to give your phone to someone else. It is your responsibility to provide us with a true, accurate and complete mobile number and to maintain and update promptly any changes in this information. You can update your mobile number by calling us at the phone number on the back of your Card.

**Indemnification:** If you provide telephone number(s) for which you are not the subscriber, or fail to notify us when you cease to be the subscriber for a telephone number you previously gave us, you agree to indemnify us, our subsidiaries, affiliates, officers, agents, servicers, contractors, and other partners and employees for any costs and expenses, including reasonable attorneys' fees, incurred as a result of us contacting or attempting to contact you at the number(s). Your obligation under this paragraph shall survive termination of the Agreement.

## ***Account Closure***

**Default:** You are in default under this Agreement if (1) bankruptcy or another insolvency proceeding is filed by or against you; (2) we reasonably believe you are unable or unwilling to repay us; (3) you die or are legally incompetent or incapacitated; (4) you fail to comply with the terms of this Agreement, including failing to make a required payment when due, exceeding your credit limit or using your Card or Account for an illegal transaction; (5) you give us misleading, false, incomplete or incorrect information or fail to give us any information we deem necessary; or (6) if you no longer permanently reside in the United States or its territories. If you are in default, we may declare the entire Account balance immediately due and payable without advance 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.

**Closing Your Account:** You may close your Account at any time. You will remain responsible for any amount you owe us under this Agreement. Any joint Cardholder may cancel a joint Account. However, both of you will remain responsible for paying all amounts owed. If your Account is subject to an Annual Fee, the fee will continue to be charged until you pay your outstanding balance in full.

We may cancel, suspend or not renew your Card, Account, or access to the credit line at any time and for any reason without notice. If your Account is closed by us, the Annual Fee will continue to be charged until you pay your outstanding balance in full.

However, when your Account is closed, if there is: (1) a debit balance of $1 or less, that balance will be rounded to zero and you will not be required to pay this amount; or (2) a credit balance of $1 or less, that balance will be rounded to zero and this amount will not be refunded to you. The rounding to zero may occur after your closing statement cycles, and you may not receive a statement reflecting the rounding.

## ***Arbitration Agreement***

**PLEASE READ CAREFULLY—IMPORTANT—AFFECTS YOUR LEGAL RIGHTS**

This agreement to arbitrate provides that you or we can require controversies or disputes between us to be resolved by BINDING ARBITRATION. You have the right to REJECT this agreement to arbitrate by using the procedure explained below.

If you do not reject this agreement to arbitrate, you GIVE UP YOUR RIGHT TO GO TO COURT and controversies or disputes between us will be resolved by a NEUTRAL ARBITRATOR INSTEAD OF A JUDGE OR JURY, using rules that are simpler and more limited than in a court. Arbitrator decisions are subject to VERY LIMITED REVIEW BY A COURT. Arbitration will proceed INDIVIDUALLY— CLASS ACTIONS AND SIMILAR PROCEDURES WILL NOT BE AVAILABLE TO YOU.

**Agreement to Arbitrate:** You and we agree that either you or we may, without the other's consent, require that controversies or disputes between you and us (all of which are called "Claims"), be submitted to mandatory, binding arbitration. This agreement to arbitrate is made pursuant to a transaction involving interstate commerce, and shall be governed by, and enforceable under, the Federal Arbitration Act (the "FAA"), 9 U.S.C. §1 et seq., and (to the extent State law is applicable), the laws of the State of Nevada.

For purposes of this agreement to arbitrate, "you" includes you, any co-applicant, any Authorized User (including Additional Cardholders), or anyone else connected with you or claiming through you; and "we" or "us" includes Credit One Bank, N.A., all of its parents, subsidiaries, affiliates, successors, predecessors, employees, and related persons or entities, and all third parties who are regarded as agents or representatives of us in connection with the subject matter of the claim or dispute at issue.

**Covered Claims:** Claims subject to arbitration include, but are not limited to, any controversies or disputes arising from or relating in any way to your Account; any transactions involving your Account; any disclosures made to you concerning your Account; any interest, charges, or fees assessed on

your Account; any service(s) or programs related to your Account; and, if permitted by the rules of the arbitration forum, any collection of debt related to your Account. Claims also include controversies or disputes arising from or relating in any way to advertising, solicitations, or any application for, approval of, or establishment of your Account. Claims subject to arbitration include any controversies or disputes based on any theory of law, whether contract, tort, statute, regulation, common law, or equity, or whether they seek legal or equitable remedies. All Claims are subject to arbitration whether they arose in the past, may currently exist, or may arise in the future. Arbitration will apply even if your Account is closed, you pay us in full any outstanding debt you owe, or you file for bankruptcy. Also, controversies or disputes about the validity, enforceability, coverage, meaning, or scope of this agreement to arbitrate or any part thereof are subject to arbitration and are for the arbitrator to decide. Any questions about what Claims are subject to arbitration shall be resolved by interpreting this agreement to arbitrate in the broadest way the law will allow it to be enforced.

**Claims Not Covered:** Claims (whether brought initially or by counter or cross-claim) are not subject to arbitration if they are filed by you or us in a small claims court, so long as the case remains in such court and only individual claims for relief are advanced in the case.

**No Class Arbitration or Consolidation or Joinder of Parties:** Class actions and other similar procedures in which individuals seek to represent similarly situated individuals or seek relief on behalf of the general public, and consolidation or joinder of Claims (except for claimants on the same account), are NOT available under this agreement to arbitrate. Claims in arbitration will proceed on an INDIVIDUAL basis only:

> UNLESS YOU REJECT THIS AGREEMENT TO ARBITRATE, YOU AND WE WAIVE THE RIGHT TO ASSERT OR PARTICIPATE IN A CLASS ACTION OR ANY REPRESENTATIVE OR CONSOLIDATED PROCEEDING IN COURT OR IN ARBITRATION.

The arbitrator shall have no authority to entertain any Claim as a class action or private attorney general action or on any other similar representative basis, nor shall the arbitrator have any authority to consolidate or join Claims brought by separate claimants (except for claimants on the same account). This also means that the arbitrator 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.†

†**Notice to California Account Holders:** This agreement to arbitrate shall not be construed to prevent you from seeking in the arbitration the remedy of public injunctive relief if (a) you reside in California, (b) you resided in California at the time you entered into this agreement to arbitrate, or (iii) the billing address for your Account is a California address (hereafter, "California Account Holder").

**Initiation of Arbitration:** The arbitration shall be administered by the American Arbitration Association ("AAA") before a single arbitrator under the AAA's Consumer Arbitration Rules, or by a mutually agreeable administrator, before a single arbitrator, as modified by this arbitration provision. Information about the arbitration process for AAA can be obtained from the AAA at www.adr.org. The arbitrator shall be selected from the AAA (or mutually agreeable administrator) panel of neutrals then active on the roster maintained by the AAA (or mutually agreeable administrator) office located in the city of or nearest to your billing address and, unless otherwise mutually agreed, the arbitrator shall be a retired federal judge, a retired state appellate judge, a retired state trial judge, or a lawyer with at least 15 years of experience in that order of preference.

In the event that the AAA or mutually agreeable administrator is unable or unwilling 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).

**Arbitration Procedures and Applicable Law; Offer of Settlement:** Unlike a lawsuit in state or federal court, arbitration is conducted by a private organization that specializes in alternative dispute resolution. Disputes in arbitration are decided by a neutral arbitrator instead of a judge or jury. You may represent yourself in arbitration, or you may be represented by a lawyer.

Under this agreement to arbitrate, a single arbitrator designated by the arbitration administrator will decide the Claim under applicable law. The arbitrator is bound by the terms of this agreement to arbitrate. The AAA or mutually agreeable administrator will apply its code of procedures in effect at the time the arbitration claim is filed. If there is a conflict between that code of procedures and this arbitration provision and/or any sections of this Card Agreement, this arbitration provision and/or this Card Agreement will control. The arbitrator will honor all claims of privilege recognized by law. Subject to the prohibition on class, representative, and consolidation procedures set forth above, the arbitrator will have the power to award to a party any damages or other relief (including relief in equity) provided for under applicable law. That is, a party will be entitled to recover in arbitration any damages or other relief that it could recover if it prevailed in a court proceeding. An arbitrator's award shall consist of a written statement setting forth the disposition of each Claim. At the request of any party, the arbitrator shall also set forth a written explanation of the essential findings and conclusions on which the award is based. An arbitration award shall decide the rights and obligations only of the parties named in the arbitration, and shall not have any bearing on another person or dispute.

If your Claim is for $10,000 or less, you may choose whether the arbitration will be conducted solely on the basis of documents, in a telephonic hearing, or in an in-person hearing.

Any in-person hearing will take place in the federal judicial district that includes your billing address at the time the Claim is filed, unless the parties agree to a different place.

**The Arbitrator's Decision:** The arbitrator's decision will be final and binding on the parties. A party can file a written appeal to the arbitration administrator within thirty (30) days after an award is issued. The appeal will proceed before a panel of three neutral arbitrators designated by the same arbitration administrator. The panel will decide anew all factual and legal issues, following the same rules of procedure, by majority vote any aspect of the original decision objected to. The costs of such an appeal will be borne in accordance with the below paragraph entitled "Fees and Costs". Any review by a court shall be governed by the Federal Arbitration Act. Any final arbitration award will be binding on the named parties and enforceable by any court having jurisdiction.

**Fees and Costs:** We will pay any costs that are required to be paid by us under the arbitration administrator's rules of procedure. If you file the arbitration, you will pay your share of the initial filing fee, unless you seek and qualify for a fee waiver under the applicable rules of the arbitration administrator. The party filing an appeal shall be responsible for all filing fees and costs of the appeal unless prohibited by administrator's rules of procedure. All parties are responsible for their own attorney's fees, expert fees and any other expenses, unless the arbitrator awards such fees or expenses to you or us if allowed by applicable law.

**Other Parties Subject to this Agreement to Arbitrate:** In addition to you and us, the rights and duties described in this agreement to arbitrate apply to: any third party co-defendant of a claim subject to this arbitration provision; all joint account holders, Additional Cardholders, and Authorized Users of your Account(s).

**How to REJECT this Agreement to Arbitrate:** You can reject this agreement to arbitrate but only if we receive from you a written notice of rejection within 45 days after it was first provided to you. To reject this agreement to arbitrate you must send the notice of rejection to: Credit One Bank, Attention: Arbitration Opt Out, P. O. Box 98873, Las Vegas, NV 89193-8873. Rejection notices sent to any other address will not be accepted or effective. If you decide to reject this agreement to arbitrate in writing, your notice must state that you reject this agreement to arbitrate and include your name, address, account number, and personal signature. Rejection of arbitration will not affect your other rights or responsibilities under this Card Agreement.

**Survival, Severability, and Amendment of Terms:**
*Survival.* This agreement to arbitrate shall survive changes in the Agreement and termination of the Account or the relationship between you and us, including the bankruptcy of any party and any transfer or sale of your Account, or amounts owed on your Account, to another person or entity.
*Severability.* If any part or parts of your agreement to arbitrate are declared unenforceable, then such specific part or parts shall be of no force or effect and shall be severed, but the remainder of this agreement to arbitrate shall continue in full force and effect. If, however, the entire agreement to arbitrate or your waiver of the right to bring or participate in a class or representative action or in consolidation procedures is unenforceable, then the agreement to arbitrate shall be of no force or effect. Notwithstanding the preceding sentence, with respect to California Account Holders, if arbitration is unenforceable, in whole or in part, you and we agree to resolve any Claim by a judicial reference proceeding as described above.
*Amendment in Writing Only.* This agreement to arbitrate may not be amended, severed, or waived, except as expressly provided in the Agreement or in a written agreement between you and us.

## *Other Information*

**Transactions in Foreign Currencies:** If you make a transaction at a merchant that settles in a currency other than U.S. dollars, American Express will convert that charge into a U.S. Dollar amount. That conversion will be done at a rate selected by American Express from the range of rates available in wholesale currency markets for the applicable central processing date, which rate may vary from the rate American Express itself receives, or the government-mandated rate in effect for the applicable central processing date. The currency conversion rate used on the processing date may differ from the rate that would have been used on the purchase date or on the date the transaction is posted to your Account. You agree to pay the converted amount, including any charges for the conversion that may be imposed as described above.

**Changes to Your Agreement:** The rates, fees and terms of this Agreement may change and we may add or delete any term to this Agreement, consistent with applicable law. We will give you advance written notice of these changes and a right to reject the change, if required by law.

**Unauthorized Use:** Notify us immediately if your Card is lost or stolen or you suspect that someone is using your Card or Account without your permission.

**Assignment:** We may assign any or all of our rights and obligations under this Agreement. You may not assign any of your rights or obligations under this Agreement.

**No Waiver:** We will not lose our rights under this Agreement because we delay or do not enforce them.

**Governing Law:** This Agreement is governed by and interpreted in accordance with the laws applicable to national banks, and, where no such laws apply, by the laws of the State of Nevada, excluding the conflicts of law provisions thereof, regardless of your state of residence.

**Conformance with Law; Severability:** If any part of this Agreement conflicts with applicable law, that provision will be considered modified to conform to applicable law. If any part of this Agreement is invalid, the rest shall remain in effect, except as otherwise noted in the Arbitration Provision.

## ***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 the Billing Inquiries address on the statement.

In your letter, give us the following information:

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

You must contact us:

- Within 60 days after the error appeared on your statement.
- At least 3 business days before an automated payment is scheduled, if you want to stop payment on the amount you think is wrong.

You must notify us of any potential errors in writing. You may call us, but if you do we are not required to investigate any potential errors and you may have to pay the amount in question.

**What Will Happen After We Receive Your Letter**

When we receive your letter, we must do two things:

1. Within 30 days of receiving your letter, we must tell you that we received your letter. We will also tell you if we have already corrected the error.
2. Within 90 days of receiving your letter, we must either correct the error or explain to you why we believe the bill is correct.

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

- We cannot try to collect the amount in question, or report you as delinquent on that amount.
- The charge in question may remain on your statement, and we may continue to charge you interest on that amount.
- While you do not have to pay the amount in question, you are responsible for the remainder of your balance.
- We can apply any unpaid amount against your credit limit.

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

*If we made a mistake:* You will not have to pay the amount in question or any interest or other fees related to that amount.

*If we do not believe there was a mistake:* You will have to pay the amount in question, along with applicable interest and fees. We will send you a statement of the amount you owe and the date payment is due. We may then report you as delinquent if you do not pay the amount we think you owe.

If you receive our explanation but still believe your bill is wrong, you must write to us within 10 days telling us that you still refuse to pay. If you do so, we cannot report you as delinquent without also reporting that you are questioning your bill. We must tell you the name of anyone to whom we reported you as delinquent, and we must let those organizations know when the matter has been settled between us.

If we do not follow all of the rules above, you do not have to pay the first $50.00 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 $50.00. (Note: Neither of these are necessary if your purchase was based on an advertisement we mailed to you, or if we own or operate the company that sold you the goods or services.)
2. You must have used your credit card for the purchase. Purchases made with cash advances from an ATM or with a check that accesses your credit card account do not qualify.
3. You must not yet have fully paid for the purchase.

If all of the criteria above are met and you are still dissatisfied with the purchase, contact us in writing at the Billing Inquiries address shown on your statement.

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

## ***Rewards Program Supplement***

This document ("Supplement") describes the terms and conditions of the Credit One Bank Cash Back Rewards Program ("Program") and supplements the Card Agreement that governs your credit card account issued by Credit One Bank, N.A. (the "Account"). By using the Account, you agree to participate in the Program. Your participation is subject to the terms of the Card Agreement, including the arbitration agreement, if applicable, and this Supplement. In the event of a conflict between the Card Agreement and this Supplement, with respect to matters relating to the Program, this Supplement controls.

**Earning Cash Back Rewards**: You earn cash back rewards in the form of an automatic statement credit equal to 1% of Net Eligible Purchases (as defined below) made with your Account. You do not earn cash back rewards on Cash Advances, Balance Transfers, interest, fees, and other charges. We will post a statement credit to your Account within thirty-seven days after the end of the month based on the Net Eligible Purchases posted to your Account from the first day to the last day of the current month. If your Account is in default, as defined in your Card Agreement, at the time the credit is to be posted, you WILL NOT receive the credit. Cash back rewards have no cash value.

**Merchant Categories**: Merchants who accept credit cards are assigned a merchant code, which is determined by the merchant or its processor in accordance with the applicable credit card network's procedures based on the kinds of products and services they primarily sell. We have no control over merchant codes. Please note:

- We make every effort to include all relevant merchant codes in our cash back rewards categories. However, even though a merchant or some of the items that it sells may appear to fit within a cash back rewards category, the merchant may not have a merchant code in that category or may not use an eligible merchant code. When this occurs, Purchases with that merchant won't qualify for cash back rewards.
- A merchant with more than one location may submit Purchases using different codes, including codes that are not eligible under this Program. This means that Purchases from the same merchant at a different location may result in no cash back rewards. Purchases made without an eligible code WILL NOT qualify for cash back rewards.
- Purchases submitted by you, an authorized user, or the merchant through third-party payment accounts, mobile or wireless card readers, online or mobile digital wallets, or similar technology will not qualify in a cash back rewards category if the technology is not set up to process the purchase in that cash back rewards category.

**Eligible Purchases**: Eligible Purchases are Purchases from merchants in the following categories:

- gasoline (Service Stations, Automated Fuel Dispensers, Petroleum and Petroleum Products, Marinas and Marine Services),
- grocery (Grocery Stores and Supermarkets, Freezer and Meat Provisioners, Miscellaneous Food Stores – Convenience Stores and Specialty Markets. Grocery Purchases do not include Purchases at superstores, at stores that sell groceries and other products like drugstores; or at smaller stores like bakeries, candy, nut or confection stores),
- mobile phone service (Telecommunication Equipment and Telephone Sales, Telecommunication Services, including Local and Long-Distance Calls, Credit Card Calls, Calls Through Use of Magnetic-Stripe-Reading Telephones, and Fax Services), and
- internet, cable and satellite TV subscription services (Cable, Satellite and Other Pay Television/Radio/Streaming Services, Computer Network/Information Services).

**Purchases That Are Not Eligible:** Purchases from the following types of merchants are not eligible for cash back rewards:

- oil, propane, home heating companies,
- PayPal,
- warehouse clubs (including but not limited to Sam's Club, Costco, and BJ's), and
- discount supercenters (including but not limited to Walmart® and Target®).

**Net Eligible Purchases**: Net Eligible Purchases are Eligible Purchases minus any returns, disputed charges, unauthorized charges, illegal or fraudulent charges or other credits for such Purchases.

**Program Restrictions**: You will receive an automatic cash back rewards credit on each statement that has at least one Net Eligible Purchase. Automatic statement credits for cash back rewards will reduce the balance on your Account but will not count as payments. You will still be required to pay at least the Minimum Payment Due as shown on your billing statement each month. You WILL NOT earn cash back rewards for Purchases made while your Account is in default as defined within your Card Agreement. This Program excludes Accounts already enrolled in a different Credit One Bank cash back or other rewards program.

**Changes:** The Program may be changed (added to, modified or deleted) by us at any time, including without limitation changes to the definition of eligible or non-eligible purchases. We will give you prior notice to the extent required by law. Any revisions may affect your ability to earn cash back rewards.

**Termination**: We may suspend or terminate the Program or your participation in the Program at any time without prior notice. In such event, we will evaluate your Account for any eligible cash back rewards as of the Program termination date. Provided that you meet all of the other Program Restrictions listed above at that time, you will receive a distribution of the cash back rewards earned during the current billing period in the form of a statement credit.

**Limited Liability**: Unless otherwise required by law, this Program, or our Card Agreement with you, we will not be liable to you or anyone making a claim on your behalf, in connection with: (1) any change or termination of the Program; (2) any loss, damage, expense or inconvenience caused by any occurrence outside of our control; (3) any taxes that you incur as a result of receiving cash back rewards, payment of which taxes will be your responsibility; (4) any merchandise or services you purchase, or for any direct, indirect or consequential damages with respect to the use of your Account. In any event, any liability that Credit One may have to you in connection with the Program shall be limited to the amount of any cash back rewards you have earned in this Program. The Program and cash back rewards are void or limited where prohibited or restricted, respectively, by federal, state or local law.

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# *CARD AGREEMENT*

## ***Pricing Summary***

| Interest Rates and Interest Charges | |
|---|---|
| **ANNUAL PERCENTAGE RATE (APR) for Purchases** | **29.74%**<br>This APR will vary with the market based on the Prime Rate. |
| **ANNUAL PERCENTAGE RATE (APR) for Balance Transfers** | **5.99%** introductory APR for 9 billing cycles from the date the balance transfer is posted to the account for all balances transferred within 60 days of account opening.<br>After that, your APR will be **29.74%.** This APR will vary with the market based on the Prime Rate. |
| **ANNUAL PERCENTAGE RATE (APR) for Cash Advances** | **31.74%**<br>This APR will vary with the market based on the Prime Rate. |
| **Paying Interest** | Your due date is at least 24 days after the close of each billing cycle. We will not charge you any interest on Purchases if you pay your entire balance by the due date each month. We will begin charging interest on Cash Advances and Balance Transfers from the posting date. |
| **Minimum Interest Charge** | If you are charged interest, the charge will be no less than $1.00. |
| **For Credit Card Tips from the Consumer Financial Protection Bureau** | **To learn more about factors to consider when applying for or using a credit card, visit the website of the Consumer Financial Protection Bureau at http://www.consumerfinance.gov/learnmore.** |
| **Fees** | |
| **Annual Fee** | **$0** |
| **Transaction Fees**<br>• Balance Transfer<br>• Cash Advance<br>• Foreign Transaction | <br>• Either **$10** or **5%** of the amount of each Balance Transfer, whichever is greater.<br>• Either **$10** or **5%** of the amount of each Cash Advance, whichever is greater.<br>• Either **$1** or **3%** of the amount of each purchase in U.S. dollars, whichever is greater. |
| **Penalty Fees**<br>• Late Payment<br>• Returned Payment | <br>• Up to **$39***<br>• Up to **$39**** |

**How We Will Calculate Your Balance:** We use a method called "average daily balance (including new Purchases)." See your Card Agreement for more details.

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

***Late Payment Fee:** We will charge the maximum safe harbor amount, which is set annually in accordance with 12 C.F.R. 1026.52(b)(1)(ii)(D). Currently the fee is $29, unless you incurred a Late Payment Fee during the prior six billing cycles. If you did, the fee is currently $39. This fee will not exceed the related Minimum Payment that was due. We charge a Late Payment Fee to your Account if at least the Amount Due This Period (less any

Late Payment Fee for the current billing cycle) plus any Past Due Amount is not received by 5:00 p.m. PT on the Payment Due Date shown on your statement.

****Returned Payment Fee:** We will charge the maximum safe harbor amount, which is set annually in accordance with 12 C.F.R. 1026.52(b)(1)(ii)(D). If a payment is not honored upon first presentment, even if the payment is later honored, a Returned Payment Fee will be charged to your Account. Currently, the fee is $29, unless you incurred a Returned Payment Fee in the prior six billing cycles. If you did, the fee is currently $39. This fee will not exceed the related Minimum Payment that was due.

**Additional Rate Information:** The monthly periodic rate for the introductory Balance Transfer APR is 0.499167%. The Purchase and non-introductory Balance Transfer APR equals the Prime Rate plus a margin of 22.99%. This corresponds to a monthly periodic rate of 2.47833%. The Cash Advance APR equals the Prime Rate plus a margin of 24.99%. This corresponds to a monthly periodic rate of 2.64500%.

**Minimum Payments:** 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 the sum of:

- 5% of your outstanding balance, rounded up to the next whole dollar, or $30, whichever is greater;
- any Late Payment Fee for the current billing cycle;
- and any Past Due Amount (excluding any past due Late Payment Fees).

## ***The Agreement***

This Agreement, together with the Pricing Summary, is your contract with us.

**Accepting this Agreement:** You accept this Agreement when you use the Account. You may still reject this Agreement if you have not yet used the Card, used the Account, or paid a fee after receiving a billing statement. To reject the Agreement, call us at 866-515-5721 or write us at Bank Card Center, P.O. Box 95516, Las Vegas, NV 89193-5516. If you reject the Agreement, you are not responsible for any fees or charges.

**Arbitration:** This Agreement includes an Arbitration Provision with class action and jury trial waivers. You can reject the Arbitration Provision. See "How to REJECT this agreement to arbitrate" in the Arbitration section. If you do not, it will be part of this Agreement.

**Promise to Pay:** You agree to pay us for all amounts due on your Account, including credit for Purchases, Balance Transfers, and Cash Advances, as well as interest charges and fees. This includes charges made by Additional Cardholders and other Authorized Users.

## ***Definitions***

**Account** means the Credit One Bank card account under this Agreement.

**Authorized User** means any person you allow to use your Account or Card, including Additional Cardholders. If the Authorized User has been issued a Card and you want to terminate the Authorized User, you must notify us by telephone or in writing.

**Balance Transfer** means a transaction we designate that allows you to use your Account to pay another creditor or yourself. Balance Transfers cannot be used to pay us or our affiliates. A Balance Transfer will be subject to the terms of the Balance Transfer offer and this Agreement.

**Card** refers to one or more cards or access devices, including your Account number, that we give you or someone else with your authorization to get credit under this Agreement.

**Cardholder** refers to each person with a card issued in their name.

**Cash Advance** means the use of your Account to obtain funds at a financial institution or the use of a Convenience Check.

**Convenience Check** means a check we issue to you to take a Cash Advance. You may not use these checks to pay us or our affiliates.

**Purchase** means the use of the Account to obtain goods or services.

**Prime Rate** means the highest U.S. Prime Rate in the Money Rates section of The Wall Street Journal on the 25th day of the month, or the next day if that day is not a publication day. If The Wall Street Journal does not publish the U.S. Prime Rate, we may substitute another index.

**we**, **us**, **our**, and **Credit One Bank** refer to Credit One Bank, N.A., the issuer of your Card.

**you**, and **your** refer to each person who has applied for the Account and where appropriate, the Authorized User.

## *Features and Use of Your Account*

**Using Your Card:** You may make Purchases wherever the Card is accepted. You may use the Account to obtain Cash Advances, but you may not make more than two Cash Advance transactions per day which may not exceed the lower of your available credit for cash or $200. You may use the Account only for personal, family, or household purposes, and if your Account is used for any other purpose you are still responsible for such use. You may not use the Account for business or commercial purposes. The Account may not be used for online or internet gambling or illegal purposes.

**Your Credit Limit:** We will tell you your credit limit. Keep your Account balance below your credit limit. If you do not, you must still pay us. We may designate part of your credit limit as a Cash Advance limit and part as a Balance Transfer limit. We may change your credit limit(s) at any time, without notice. You may use a portion of your credit limit for Cash Advances and Balance Transfers. Each Purchase, Cash Advance, and Balance Transfer obtained will reduce the amount of available credit under your credit limit until it is repaid. We may delay increasing your available credit by the amount of any payment that we receive for up to 12 calendar days.

**Credit Limit Increase:** To request a credit limit increase contact the Customer Service number on your statement. We may impose a fee for processing the request.

**Credit Authorizations:** We may decline to authorize a transaction for any reason. We will not be liable to you if we decline a transaction or if anyone refuses any use of your Card.

**Automatic Billing:** You may set up automatic billing with a merchant. You authorize us to provide an updated Account number or Card expiration date to any merchant at our discretion. Contact the merchant to stop automatic billing.

**Joint Accounts:** If this is a joint account, each of you is responsible individually and together for all amounts owed. Each of you is responsible even if the Account is used by only one of you. You will continue to be liable for the entire balance of the Account, even if your co-applicant is ordered by a court to pay us. You will remain liable to us if your co-applicant fails to pay as ordered by the court. Your Account status will continue to be reported to the credit reporting agencies under each of your names. The delivery of notices or billing statements to either of you serves as delivery to each of you. We may rely on instructions given by either of you. We are not liable to either of you for relying upon such instructions.

**Electronic Access:** Applications (apps) on electronic devices (such as mobile wallets) can store your Card and can be used to get credit under this Agreement. Such transactions are covered by this Agreement. Apps may have separate terms of use. We are not responsible if you violate those terms or for any consequences from violating those terms.

**Additional Cardholder:** At your request, we may, at our discretion, issue, in the name of another person, an additional Card on your Account. That person is an Additional Cardholder, as well as an Authorized User. An Additional Cardholder has access to certain Account information including balance, available credit and payment information. If you advise us that the Additional Cardholder is your spouse, information regarding the Account will be provided to consumer reporting agencies in your name as well as in the name of the Additional Cardholder. By requesting that we add an Additional Cardholder to your Account, you represent that you (1) have the consent of the Additional Cardholder to be added to the Account, (2) have provided a copy of this Agreement to the Additional Cardholder, and (3) if the Additional Cardholder is your spouse, you have told the Additional Cardholder that Credit One Bank will furnish credit information about them to the credit reporting agencies in connection with the Account. The Additional Cardholder may report the Card lost or stolen and may remove him or herself from the Account.

## *Interest Rates and Interest Changes*

**Annual Percentage Rates (APRs):** See the Pricing Summary for your APRs. The APR for Balance Transfers will be the same as the APR for standard Purchases, unless a promotional rate applies.

**Variable Rates:** Your Pricing Summary indicates whether you have any variable APRs. Variable APRs are determined by adding to the Prime Rate the number of percentage points ("margin") specified in the Pricing Summary. Variable APRs will increase or decrease when the Prime Rate changes. The APR change will take effect beginning with billing cycles that end on or after the first day of the month after the month in which the Prime Rate changes. An increase in the APR will increase your interest charges and may increase your Minimum Payment Due.

**Average Daily Balance Method (including new transactions):** We calculate interest each billing cycle by first figuring the "average daily balance" for each type of balance. Standard Purchases, standard Cash Advances, standard Balance Transfers, and each promotional offer, are all types of balances.

For each type of balance, for each billing cycle, we start with the balance on the last day of your previous billing cycle. We subtract any unpaid interest. This is the beginning balance each day. Each day of the billing cycle we subtract any new payments and credits applied to that type of balance. We

add any new transactions and fees for that type of balance. We add Purchases, Cash Advances, and Balance Transfers on the post date. We add transaction fees on promotional rate and non-promotional rate Balance Transfers to the same type of balance as the transaction. We add all other fees to the standard Purchase balance. This gives us the daily balance for that type of balance, except that if the daily balance is negative, we treat it as zero. We then add up all of the daily balances and divide by the number of days in the billing cycle. This gives us the "average daily balance" for that type of balance. We multiply the average daily balance by the applicable monthly periodic rate (the APR divided by 12). This gives us the interest charged for that type of balance for that billing cycle. This interest is included in the Account balance on the last day of the billing cycle. The results for all types of balances are then added together to determine the total interest charged that billing cycle.

**When Interest Begins:** We begin to impose interest on a transaction or fee from the day we add it to the daily balance. We continue to impose interest 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 billing statement by the Payment Due Date shown on that billing statement, we will not impose interest on new Purchases paid by the Payment Due Date on your current billing statement. The Payment Due Date will be at least 24 days after the close of the billing cycle. If you have been paying your Account balance in full and thereby avoiding interest on Purchases, but then do not pay the next New Statement Balance in full by the Payment Due Date, in that billing cycle we will start charging interest on the unpaid portion of your balance.

## ***Fees***

See the Pricing Summary for additional Fee information.

**Annual Fee:** If your Account is subject to an Annual Fee, the amount and when it is billed is shown on the Pricing Summary. The Annual Fee is billed to the Account until the Account is closed and the outstanding balance is paid in full. The Annual Fee is refundable as long as you cancel your Account and have not used your card for any Purchases, Cash Advances, or Balance Transfers and you have not made a payment.

**Credit Limit Increase Fee:** If a fee is imposed for processing a Credit Limit increase request, we will tell you the amount of the fee at the time of your request and before you agree to it.

**Foreign Transaction Fee:** We add this fee, unless "None" is stated in the Pricing Summary table, for each purchase made outside the U.S. (A purchase is made outside the U.S. unless it is made with a U.S. merchant, processed completely in the U.S., and in U.S. dollars.) The fee is a percentage of the U.S. dollar amount of the purchase.

**Optional Express Payment Service Fee:** If a representative of ours helps expedite your payment, we may impose an Express Payment fee. You will be informed of the amount of the fee before you complete the transaction.

**Duplicate Statement Fee:** If you request a duplicate copy of a monthly statement, for any purpose other than to assert a billing error, you will be charged a fee of up to $10 for each statement copy requested.

**Sales Slip Request Fee:** If you request a copy of a sales slip, for any purpose other than to resolve a dispute about the charges on your Account, you will be charged a fee of $6 for each sales slip copy requested.

**Replacement Card Fee:** If you request a replacement card, a Replacement Card Fee of up to $25 may be charged to your Account.

## ***Payments***

**Minimum Payment Due:** See the Pricing Summary for the minimum payment requirements.

**Small Balances:** As it is uneconomical for both you and us to process payments or maintain credits that are $1 or less in amount, you agree as follows: (1) In any billing cycle in which you have had no transactions and your New Balance on the billing date is $1 or less, the balance will be rounded to zero and you will not receive a bill for this amount. (2) In the event that you have a credit balance of $1 or less for two consecutive billing cycles, the balance will be rounded to zero and you will not receive a refund of this amount.

**Payment Instructions:** You must pay us in U.S. dollars, in funds on deposit in the U.S. 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.

**Irregular Payments:** Any payment submitted in offer of settlement of a disputed debt, including any item containing a notation such as "paid in full," and any other item with a restrictive endorsement, must be sent to: Credit One Bank, P.O. Box 95516, Las Vegas, NV 89193-5516. We can accept

late payments, partial payments, and checks or other items with restrictive endorsements at any other address without losing any of our rights under this Agreement.

**Postdated Checks:** You agree that we need not examine any payment check to confirm that it is not postdated and that we may deposit any postdated check on the day we receive it.

**Payment Allocation:** We apply payments up to the Minimum Payment Due and credits at our discretion, which may result in balances at lower APRs being paid first and higher interest charges. Payments over the Minimum Payment Due will be applied to balances with higher APRs first.

## ***Collecting, Sharing, and Updating Information***

**Customer Privacy:** We send you our Privacy Policy when you open your Account and thereafter in accordance with applicable law. 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. You accept the terms of our Privacy Policy when you use the Account. Contact us or visit CreditOne.com if you would like a copy.

**Information About You:** You authorize us to obtain and/or use information about you from third parties and credit reporting agencies to: (1) verify your identity and/or conduct investigative inquiries; (2) determine your income and credit eligibility; (3) review your Account and provide renewal of credit; (4) verify your current credit standing in order to present future credit limit increases or decreases; (5) qualify you for and present additional lines of credit or other offers; and (6) collect amounts owing on your Account. Upon request, we will tell you the name and address of any credit reporting agency that provided us with information concerning you.

**Furnishing Information:** We may furnish information concerning your Account or credit file to consumer reporting agencies and others who may properly receive that information. If you believe that information we furnished is inaccurate or incomplete, please write us at Credit One Bank, P. O. Box 98873, Las Vegas, NV 89193-8873. Please include your name, address, home phone number and Account number.

**Telephone Calls, Text Messages and Emails Regarding Your Account:** You are providing express written permission and consent authorizing Credit One Bank and our agents, servicers, contractors, subsidiaries, affiliates, officers, and other partners and employees to contact you at any phone number (including mobile, cellular/wireless, or similar devices) or email address you provide at any time, for any lawful purpose. The ways in which we may contact you include live operator, dialing system, automatic telephone dialing systems (auto-dialer), prerecorded and artificial voice message, text/SMS message or email. Phone numbers and email addresses you provide include those you give to us, those from which you, or someone acting on your behalf, contact us or which we obtain through other means. If you provide a phone number for which you are not the owner, you confirm you are authorized to provide that number. Such lawful purposes include, but are not limited to: obtaining information; activation of the card for verification and identification purposes; account transactions or servicing related matters; suspected fraud or identity theft; collection on the Account; and providing information about special products and services. You agree to pay any fee(s) or charge(s) that you may incur for incoming communications from us or outgoing communications to us, to or from any such number or email address, without reimbursement from us.

**Communication Revocation:** You may revoke your authorization for most communications. However, you cannot revoke authorization for fraud related communications or legally required communications. To change your communication preferences or to revoke consent you must write us. Please:

- include your name, mailing address, and the last four digits of your Account number;
- specify whether you are changing your preferences regarding mail, telephone calls, emails, and/or text or SMS messages;
- provide the specific phone number(s) and/or email address for which you are requesting communications to cease;
- send this written notice to: Credit One Bank, P.O. Box 98873, Las Vegas, NV 89193-8873.

Certain communication preferences can be changed on-line. Please log in to your Account to see if that option is available.

**Telephone Monitoring:** You agree that we (and our servicers, agents and contractors) may monitor and record any calls between you and us.

**Updating Your Phone Number:** Notify us immediately if you change mobile or cell phone numbers or plan to give your phone to someone else. It is your responsibility to provide us with a true, accurate and complete mobile number and to maintain and update promptly any changes in this information. You can update your mobile number by calling us at the phone number on the back of your Card.

**Indemnification:** If you provide telephone number(s) for which you are not the subscriber, or fail to notify us when you cease to be the subscriber for a telephone number you previously gave us, you agree to indemnify us, our subsidiaries, affiliates, officers, agents, servicers, contractors, and other partners and employees for any costs and expenses, including reasonable attorneys' fees, incurred as a result of us contacting or attempting to contact you at the number(s). Your obligation under this paragraph shall survive termination of the Agreement.

## *Account Closure*

**Default:** You are in default under this Agreement if (1) bankruptcy or another insolvency proceeding is filed by or against you; (2) we reasonably believe you are unable or unwilling to repay us; (3) you die or are legally incompetent or incapacitated; (4) you fail to comply with the terms of this Agreement, including failing to make a required payment when due, exceeding your credit limit or using your Card or Account for an illegal transaction; (5) you give us misleading, false, incomplete or incorrect information or fail to give us any information we deem necessary; or (6) if you no longer permanently reside in the United States or its territories. If you are in default, we may declare the entire Account balance immediately due and payable without advance 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.

**Closing Your Account:** You may close your Account at any time. You will remain responsible for any amount you owe us under this Agreement. Any joint Cardholder may cancel a joint Account. However, both of you will remain responsible for paying all amounts owed. If your Account is subject to an Annual Fee, the fee will continue to be charged until you pay your outstanding balance in full.

We may cancel, suspend or not renew your Card, Account, or access to the credit line at any time and for any reason without notice. If your Account is closed by us, the Annual Fee will continue to be charged until you pay your outstanding balance in full.

However, when your Account is closed, if there is: (1) a debit balance of $1 or less, that balance will be rounded to zero and you will not be required to pay this amount; or (2) a credit balance of $1 or less, that balance will be rounded to zero and this amount will not be refunded to you. The rounding to zero may occur after your closing statement cycles, and you may not receive a statement reflecting the rounding.

## *Arbitration Agreement*

**PLEASE READ CAREFULLY—IMPORTANT—AFFECTS YOUR LEGAL RIGHTS**

This agreement to arbitrate provides that you or we can require controversies or disputes between us to be resolved by BINDING ARBITRATION. You have the right to REJECT this agreement to arbitrate by using the procedure explained below.

If you do not reject this agreement to arbitrate, you GIVE UP YOUR RIGHT TO GO TO COURT and controversies or disputes between us will be resolved by a NEUTRAL ARBITRATOR INSTEAD OF A JUDGE OR JURY, using rules that are simpler and more limited than in a court. Arbitrator decisions are subject to VERY LIMITED REVIEW BY A COURT. Arbitration will proceed INDIVIDUALLY— CLASS ACTIONS AND SIMILAR PROCEDURES WILL NOT BE AVAILABLE TO YOU.

**Agreement to Arbitrate:** You and we agree that either you or we may, without the other's consent, require that controversies or disputes between you and us (all of which are called "Claims"), be submitted to mandatory, binding arbitration. This agreement to arbitrate is made pursuant to a transaction involving interstate commerce, and shall be governed by, and enforceable under, the Federal Arbitration Act (the "FAA"), 9 U.S.C. §1 et seq., and (to the extent State law is applicable), the laws of the State of Nevada.

For purposes of this agreement to arbitrate, "you" includes you, any co-applicant, any Authorized User (including Additional Cardholders), or anyone else connected with you or claiming through you; and "we" or "us" includes Credit One Bank, N.A., all of its parents, subsidiaries, affiliates, successors, predecessors, employees, and related persons or entities, and all third parties who are regarded as agents or representatives of us in connection with the subject matter of the claim or dispute at issue.

**Covered Claims:** Claims subject to arbitration include, but are not limited to, any controversies or disputes arising from or relating in any way to your Account; any transactions involving your Account; any disclosures made to you concerning your Account; any interest, charges, or fees assessed on your Account; any service(s) or programs related to your Account; and, if permitted by the rules of the arbitration forum, any collection of debt related to your Account. Claims also include controversies or disputes arising from or relating in any way to advertising, solicitations, or any application for, approval of, or establishment of your Account. Claims subject to arbitration include any controversies or disputes based on any theory of law, whether contract, tort, statute, regulation, common law, or equity, or whether they seek legal or equitable remedies. All Claims are subject to arbitration whether they arose in the past, may currently exist, or may arise in the future. Arbitration will apply even if your Account is closed, you pay us in full any outstanding debt you owe, or you file for bankruptcy. Also, controversies or disputes about the validity, enforceability, coverage, meaning, or scope of this agreement to arbitrate or any part thereof are subject to arbitration and are for the arbitrator to decide. Any questions about what Claims are subject to arbitration shall be resolved by interpreting this agreement to arbitrate in the broadest way the law will allow it to be enforced.

**Claims Not Covered:** Claims (whether brought initially or by counter or cross-claim) are not subject to arbitration if they are filed by you or us in a small claims court, so long as the case remains in such court and only individual claims for relief are advanced in the case.

**No Class Arbitration or Consolidation or Joinder of Parties:** Class actions and other similar procedures in which individuals seek to represent similarly situated individuals or seek relief on behalf of the general public, and consolidation or joinder of Claims (except for claimants on the same account), are NOT available under this agreement to arbitrate. Claims in arbitration will proceed on an INDIVIDUAL basis only:

> UNLESS YOU REJECT THIS AGREEMENT TO ARBITRATE, YOU AND WE WAIVE THE RIGHT TO ASSERT OR PARTICIPATE IN A CLASS ACTION OR ANY REPRESENTATIVE OR CONSOLIDATED PROCEEDING IN COURT OR IN ARBITRATION.

The arbitrator shall have no authority to entertain any Claim as a class action or private attorney general action or on any other similar representative basis, nor shall the arbitrator have any authority to consolidate or join Claims brought by separate claimants (except for claimants on the same account). This also means that the arbitrator 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.†

†**Notice to California Account Holders:** This agreement to arbitrate shall not be construed to prevent you from seeking in the arbitration the remedy of public injunctive relief if (a) you reside in California, (b) you resided in California at the time you entered into this agreement to arbitrate, or (iii) the billing address for your Account is a California address (hereafter, "California Account Holder").

**Initiation of Arbitration:** The arbitration shall be administered by the American Arbitration Association ("AAA") before a single arbitrator under the AAA's Consumer Arbitration Rules, or by a mutually agreeable administrator, before a single arbitrator, as modified by this arbitration provision. Information about the arbitration process for AAA can be obtained from the AAA at www.adr.org. The arbitrator shall be selected from the AAA (or mutually agreeable administrator) panel of neutrals then active on the roster maintained by the AAA (or mutually agreeable administrator) office located in the city of or nearest to your billing address and, unless otherwise mutually agreed, the arbitrator shall be a retired federal judge, a retired state appellate judge, a retired state trial judge, or a lawyer with at least 15 years of experience in that order of preference.

In the event that the AAA or mutually agreeable administrator is unable or unwilling 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).

**Arbitration Procedures and Applicable Law; Offer of Settlement:** Unlike a lawsuit in state or federal court, arbitration is conducted by a private organization that specializes in alternative dispute resolution. Disputes in arbitration are decided by a neutral arbitrator instead of a judge or jury. You may represent yourself in arbitration, or you may be represented by a lawyer.

Under this agreement to arbitrate, a single arbitrator designated by the arbitration administrator will decide the Claim under applicable law. The arbitrator is bound by the terms of this agreement to arbitrate. The AAA or mutually agreeable administrator will apply its code of procedures in effect at the time the arbitration claim is filed. If there is a conflict between that code of procedures and this arbitration provision and/or any sections of this Card Agreement, this arbitration provision and/or this Card Agreement will control. The arbitrator will honor all claims of privilege recognized by law. Subject to the prohibition on class, representative, and consolidation procedures set forth above, the arbitrator will have the power to award to a party any damages or other relief (including relief in equity) provided for under applicable law. That is, a party will be entitled to recover in arbitration any damages or other relief that it could recover if it prevailed in a court proceeding. An arbitrator's award shall consist of a written statement setting forth the disposition of each Claim. At the request of any party, the arbitrator shall also set forth a written explanation of the essential findings and conclusions on which the award is based. An arbitration award shall decide the rights and obligations only of the parties named in the arbitration, and shall not have any bearing on another person or dispute.

If your Claim is for $10,000 or less, you may choose whether the arbitration will be conducted solely on the basis of documents, in a telephonic hearing, or in an in-person hearing.

Any in-person hearing will take place in the federal judicial district that includes your billing address at the time the Claim is filed, unless the parties agree to a different place.

**The Arbitrator's Decision:** The arbitrator's decision will be final and binding on the parties. A party can file a written appeal to the arbitration administrator within thirty (30) days after an award is issued. The appeal will proceed before a panel of three neutral arbitrators designated by the same arbitration administrator. The panel will decide anew all factual and legal issues, following the same rules of procedure, by majority vote any aspect of the original decision objected to. The costs of such an appeal will be borne in accordance with the below paragraph entitled "Fees and Costs". Any review by a court shall be governed by the Federal Arbitration Act. Any final arbitration award will be binding on the named parties and enforceable by any court having jurisdiction.

**Fees and Costs:** We will pay any costs that are required to be paid by us under the arbitration administrator's rules of procedure. If you file the arbitration, you will pay your share of the initial filing fee, unless you seek and qualify for a fee waiver under the applicable rules of the arbitration

administrator. The party filing an appeal shall be responsible for all filing fees and costs of the appeal unless prohibited by administrator's rules of procedure. All parties are responsible for their own attorney's fees, expert fees and any other expenses, unless the arbitrator awards such fees or expenses to you or us if allowed by applicable law.

**Other Parties Subject to this Agreement to Arbitrate:** In addition to you and us, the rights and duties described in this agreement to arbitrate apply to: any third party co-defendant of a claim subject to this arbitration provision; all joint account holders, Additional Cardholders, and Authorized Users of your Account(s).

**How to REJECT this Agreement to Arbitrate:** You can reject this agreement to arbitrate but only if we receive from you a written notice of rejection within 45 days after it was first provided to you. To reject this agreement to arbitrate you must send the notice of rejection to: Credit One Bank, Attention: Arbitration Opt Out, P. O. Box 98873, Las Vegas, NV 89193-8873. Rejection notices sent to any other address will not be accepted or effective. If you decide to reject this agreement to arbitrate in writing, your notice must state that you reject this agreement to arbitrate and include your name, address, account number, and personal signature. Rejection of arbitration will not affect your other rights or responsibilities under this Card Agreement.

**Survival, Severability, and Amendment of Terms:**
*Survival.* This agreement to arbitrate shall survive changes in the Agreement and termination of the Account or the relationship between you and us, including the bankruptcy of any party and any transfer or sale of your Account, or amounts owed on your Account, to another person or entity.
*Severability.* If any part or parts of your agreement to arbitrate are declared unenforceable, then such specific part or parts shall be of no force or effect and shall be severed, but the remainder of this agreement to arbitrate shall continue in full force and effect. If, however, the entire agreement to arbitrate or your waiver of the right to bring or participate in a class or representative action or in consolidation procedures is unenforceable, then the agreement to arbitrate shall be of no force or effect. Notwithstanding the preceding sentence, with respect to California Account Holders, if arbitration is unenforceable, in whole or in part, you and we agree to resolve any Claim by a judicial reference proceeding as described above.
*Amendment in Writing Only.* This agreement to arbitrate may not be amended, severed, or waived, except as expressly provided in the Agreement or in a written agreement between you and us.

## *Other Information*

**Transactions in Foreign Currencies:** If you make a transaction at a merchant that settles in a currency other than U.S. dollars, Mastercard International Incorporated or Visa Incorporated will convert that charge into a U.S. Dollar amount. That conversion will be done at a rate selected by Mastercard or Visa from the range of rates available in wholesale currency markets for the applicable central processing date, which rate may vary from the rate Mastercard or Visa itself receives, or the government-mandated rate in effect for the applicable central processing date. The currency conversion rate used on the processing date may differ from the rate that would have been used on the purchase date or on the date the transaction is posted to your Account. You agree to pay the converted amount, including any charges for the conversion that may be imposed as described above.

**Changes to Your Agreement:** The rates, fees and terms of this Agreement may change and we may add or delete any term to this Agreement, consistent with applicable law. We will give you advance written notice of these changes and a right to reject the change, if required by law.

**Unauthorized Use:** Notify us immediately if your Card is lost or stolen or you suspect that someone is using your Card or Account without your permission.

**Assignment:** We may assign any or all of our rights and obligations under this Agreement. You may not assign any of your rights or obligations under this Agreement.

**No Waiver:** We will not lose our rights under this Agreement because we delay or do not enforce them.

**Governing Law:** This Agreement is governed by and interpreted in accordance with the laws applicable to national banks, and, where no such laws apply, by the laws of the State of Nevada, excluding the conflicts of law provisions thereof, regardless of your state of residence.

**Conformance with Law; Severability:** If any part of this Agreement conflicts with applicable law, that provision will be considered modified to conform to applicable law. If any part of this Agreement is invalid, the rest shall remain in effect, except as otherwise noted in the Arbitration Provision.

## *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 the Billing Inquiries address on the statement.

In your letter, give us the following information:

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

You must contact us:

- Within 60 days after the error appeared on your statement.
- At least 3 business days before an automated payment is scheduled, if you want to stop payment on the amount you think is wrong.

You must notify us of any potential errors in writing. You may call us, but if you do we are not required to investigate any potential errors and you may have to pay the amount in question.

**What Will Happen After We Receive Your Letter**

When we receive your letter, we must do two things:

1. Within 30 days of receiving your letter, we must tell you that we received your letter. We will also tell you if we have already corrected the error.
2. Within 90 days of receiving your letter, we must either correct the error or explain to you why we believe the bill is correct.

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

- We cannot try to collect the amount in question, or report you as delinquent on that amount.
- The charge in question may remain on your statement, and we may continue to charge you interest on that amount.
- While you do not have to pay the amount in question, you are responsible for the remainder of your balance.
- We can apply any unpaid amount against your credit limit.

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

*If we made a mistake:* You will not have to pay the amount in question or any interest or other fees related to that amount.

*If we do not believe there was a mistake:* You will have to pay the amount in question, along with applicable interest and fees. We will send you a statement of the amount you owe and the date payment is due. We may then report you as delinquent if you do not pay the amount we think you owe.

If you receive our explanation but still believe your bill is wrong, you must write to us within 10 days telling us that you still refuse to pay. If you do so, we cannot report you as delinquent without also reporting that you are questioning your bill. We must tell you the name of anyone to whom we reported you as delinquent, and we must let those organizations know when the matter has been settled between us.

If we do not follow all of the rules above, you do not have to pay the first $50.00 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 $50.00. (Note: Neither of these are necessary if your purchase was based on an advertisement we mailed to you, or if we own or operate the company that sold you the goods or services.)
2. You must have used your credit card for the purchase. Purchases made with cash advances from an ATM or with a check that accesses your credit card account do not qualify.
3. You must not yet have fully paid for the purchase.

If all of the criteria above are met and you are still dissatisfied with the purchase, contact us in writing at the Billing Inquiries address shown on your statement.

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

## ***Rewards Program Supplement***

This document ("Supplement") describes the terms and conditions of the Credit One Bank Cash Back Rewards Program ("Program") and supplements the Card Agreement that governs your credit card account issued by Credit One Bank, N.A. (the "Account"). By using the Account, you agree to participate in the Program. Your participation is subject to the terms of the Card Agreement, including the arbitration agreement, if applicable, and this Supplement. In the event of a conflict between the Card Agreement and this Supplement, with respect to matters relating to the Program, this Supplement controls.

**Earning Cash Back Rewards:** You earn cash back rewards for Purchases using your Account minus returns, refunds, disputed charges and fraudulent transactions ("Net Eligible Purchases") equal to 1% in the following categories:

- gasoline (Service Stations, Automated Fuel Dispensers, Petroleum and Petroleum Products, Marinas and Marine Services),
- grocery (Grocery Stores and Supermarkets, Freezer and Meat Provisioners, Miscellaneous Food Stores – Convenience Stores and Specialty Markets. Grocery Purchases do not include Purchases at superstores, at stores that sell groceries and other products like drugstores; or at smaller stores like bakeries, candy, nut or confection stores),
- mobile phone service (Telecommunication Equipment and Telephone Sales, Telecommunication Services, including Local and Long-Distance Calls, Credit Card Calls, Calls Through Use of Magnetic-Stripe-Reading Telephones, and Fax Services), and
- internet, cable and satellite TV subscription services (Cable, Satellite and Other Pay Television/Radio/Streaming Services, Computer Network/Information Services).

**Purchases That Are Not Eligible:** Purchases from the following types of merchants are not eligible for cash back rewards:

- oil, propane, home heating companies,
- PayPal,
- warehouse clubs (including but not limited to Sam's Club, Costco, and BJ's),
- discount supercenters (including but not limited to Walmart® and Target®).

You do not earn cash back rewards on Cash Advances, Balance Transfers, interest, fees, and other charges. If your Account is in default, as defined in your Card Agreement, at the time the cash back rewards are to be posted to your Account, you WILL NOT receive the applicable credit. Cash back rewards have no cash value; however, when redeemed in accordance with the Program have a redemption value. See "**Redeeming Cash Back Rewards**" below. Cash back rewards may not be transferred to any other person including through such events as inheritance, bankruptcy, or divorce.

Earning and accruing cash back rewards is not limited as long as your Account is in good standing, and you may have a negative cash back rewards balance (because of returns and other post transaction actions). If your Account has a negative cash back rewards balance, any newly earned cash back rewards will be used to offset that negative balance until that balance has been brought to zero. As long as your Account is in good standing, your cash back rewards do not expire. Cash back rewards are forfeited 90 days after your Account is closed by you or us. If we find evidence of misuse, fraud or the Account is in default, as defined in your Card Agreement, no redemptions of your cash back rewards, automatic or manual, will be permitted; provided that if your Account is closed because of nonpayment, you will have 90 days to redeem any cash back rewards from the date the notice is sent to you. See "**Redeeming Cash Back Rewards**." Cash back rewards from separate accounts cannot be combined. Authorized Users earn cash back rewards on the Account, but only the primary Cardholder may redeem cash back rewards.

**Merchant Categories:** Merchants who accept credit cards are assigned a merchant code, which is determined by the merchant or its processor in accordance with the applicable credit card network's procedures based on the kinds of products and services they primarily sell. We have no control over merchant codes. Please note:

- We make every effort to include all relevant merchant codes in our cash back rewards categories. However, even though a merchant or some of the items that it sells may appear to fit within a cash back rewards category, the merchant may not have a merchant code in that category or may not use an eligible merchant code. When this occurs, Purchases with that merchant will not qualify for cash back rewards on purchases in that category.
- A merchant with more than one location may submit Purchases using different codes, including codes that are not eligible under this Program. This means that Purchases from the same merchant at a different location may result in no cash back rewards. Purchases made without an eligible code WILL NOT qualify for cash back rewards.
- Purchases submitted by you, an authorized user, or the merchant through third-party payment accounts, mobile or wireless card readers, online or mobile digital wallets, or similar technology will not qualify in a cash back rewards category if the technology is not set up to process the purchase in that cash back rewards category.

**Redeeming Cash Back Rewards:** Cash back rewards may be redeemed automatically ("Automatic Redemption") only for statement credits; or redeemed manually ("Manual Redemption"), for statement credits, gift cards, or other goods or services. You can switch between Automatic and Manual Redemption, but in order to do so, you must have an online Account that you can access via CreditOneBank.com or the Credit One Bank Mobile App. All cash back rewards redemptions are subject to terms and conditions set forth in this Supplement and at https://www.creditonebank.com/rewardsredemptionterms.

- Manual Redemption: Upon Account opening, your Account will be set to Manual Redemption. Cash back rewards will post to your Account within thirty-seven days after a Net Eligible Purchase posts to your Account. The amount of cash back rewards you need to redeem for consumer goods and services will be determined at redemption and may change without notice. The most up-to-date amount of cash back rewards you have available to redeem (which reflects any adjustments, transfers, or redemptions) is available online or by calling the customer service number and may differ from the available cash back rewards shown on your last monthly billing statement.

- Automatic Redemption: Cash back rewards may be redeemed automatically as statement credits. To do so, you must change your redemption setting from Manual Redemption to Automatic Redemption. If you switch from Manual to Automatic Redemption, any cash back reward balance accrued while your Account has a Manual Redemption setting will be applied to your Account as a statement credit in any month your redemption setting is set to Automatic Redemption as of 3:00 p.m. Central Time on the first day of the month. We will post a statement credit to your Account within thirty-seven days after the end of the month based on the Net Eligible Purchases posted to your Account from the first day to the last day of the current month. You will receive an automatic rewards credit on each statement that has at least one Net Eligible Purchase.

**Feedback:** If you send or transmit any communications, comments, questions, suggestions, or related materials, whether by letter, e-mail, telephone, or otherwise (Feedback), suggesting or recommending changes to the Program or how cash back rewards are fulfilled, including, without limitation, new features or functionality, you grant us and any of our vendors a perpetual right to use the Feedback for our own and their own, respective internal business purposes. Further, we, our service providers, vendors, and any subcontractors disclaim any liability to you for any such use of Feedback for our or their own, respective internal business purpose.

**Consumer Goods/Services Disclaimer: BY PARTICIPATING IN THE PROGRAM, YOU ACKNOWLEDGE AND AGREE THAT CREDIT ONE BANK AND ITS VENDORS ARE ONLY PROVIDING THE PROGRAM TO EARN AND REDEEM CASH BACK REWARDS AND NOT PROVIDING CONSUMER GOODS OR SERVICES. CREDIT ONE BANK AND ITS VENDORS ARE NOT INVOLVED IN WARRANTING ANY CONSUMER GOODS OR SERVICES WHICH YOU MAY ACQUIRE UTILIZING THE PROGRAM AND REDEMPTION SERVICES. CREDIT ONE BANK AND ITS VENDORS DO NOT MAKE, AND AFFIRMATIVELY DISCLAIM, ANY AND ALL WARRANTIES, EXPRESS OR IMPLIED, WITH RESPECT TO SUCH CONSUMER GOODS OR SERVICES, INCLUDING WITHOUT LIMITATION, ANY WARRANTY OF MERCHANTABILITY, SUITABILITY FOR A PARTICULAR PURPOSE, OR AGAINST INFRINGEMENT. WARRANTIES FOR CONSUMER GOODS AND SERVICES ARE LIMITED TO THE APPLICABLE THIRD-PARTY SUPPLIER'S WARRANTIES AND RETURN POLICIES. BY PARTICIPATING IN THE PROGRAM, YOU ACKNOWLEDGE AND AGREE TO LOOK SOLELY TO THE APPLICABLE MERCHANT PROVIDING THE CONSUMER GOODS AND/OR SERVICES REDEEMED OR PURCHASED BY YOU UTILIZING THE PROGRAM FOR ANY WARRANTY, REMEDY, OBLIGATION AND/OR LIABILITY WITH RESPECT TO SUCH CONSUMER PRODUCTS AND/OR SERVICES. BY PARTICIPATING IN THE PROGRAM, YOU RELEASE CREDIT ONE BANK AND ITS VENDORS FROM ANY AND ALL LIABILITY WITH RESPECT TO SUCH CONSUMER GOODS AND SERVICES.**

**Information Disclaimer: IN THE COURSE OF PROVIDING THE PROGRAM AND REDEMPTION SERVICE FOR CONSUMER GOODS AND/OR SERVICES, CREDIT ONE BANK AND/OR ITS VENDORS MAY INTEGRATE WITH THIRD-PARTY SUPPLIERS SELECTED OR CHANGED BY CREDIT ONE BANK AND/OR ITS VENDORS, IN THEIR SOLE DISCRETION, FOR THE FULFILLMENT OF SUCH CONSUMER GOODS AND/OR SERVICES REDEEMED OR PURCHASED UTILIZING THE PROGRAM. IN ORDER TO FACILITATE FULFILLMENT OF THE CONSUMER GOODS AND SERVICES WITH THE THIRD-PARTY SUPPLIERS, CREDIT ONE BANK AND/OR ITS VENDORS MAY SEND YOUR REQUIRED PERSONAL AND OTHER INFORMATION (WHICH CAN INCLUDE, BUT IS NOT LIMITED TO FIRST NAME, LAST NAME, SHIPPING ADDRESS, PHONE NUMBER AND EMAIL ADDRESS) TO THIRD-PARTY SUPPLIERS TO FACILITATE THE PURCHASE OR REDEMPTION. BY PARTICIPATING IN THE PROGRAM AND REDEEMING CASH BACK REWARDS FOR CONSUMER GOODS OR SERVICES, YOU THEREFORE AGREE THAT CREDIT ONE BANK AND ITS VENDORS WILL NOT BE HELD RESPONSIBLE AND YOU HEREBY RELEASE CREDIT ONE BANK AND ITS VENDORS FROM ANY LIABILITY FOR YOUR INFORMATION AFTER IT IS INPUT INTO THE REDEMPTION FULFILLMENT SERVICES, FOR THE EXCLUSIVE BENEFIT OF, AND USE BY, THE THIRD-PARTY SUPPLIER, BY YOU AND CORRECTLY TRANSMITTED TO THE THIRD-PARTY SUPPLIER FOR ORDER FULFILLMENT. AFTER YOUR INFORMATION IS PLACED INTO THE REDEMPTION FULFILLMENT SERVICE, YOUR INFORMATION SHALL BE SUBJECT TO THE PRIVACY POLICY AND TERMS OF SUCH THIRD-PARTY SUPPLIER.**

**Program Restrictions:** Cash back rewards posted as a statement credit will reduce the balance on your Account but will not count as payments. You will still be required to pay at least the Minimum Payment Due as shown on your billing statement each month. You WILL NOT earn cash back rewards for Purchases made while your Account is in default as defined within your Card Agreement. This Program excludes Accounts already enrolled in a different Credit One Bank cash back or other rewards program.

**Changes:** The Program may be changed (added to, modified, or deleted) by us at any time, including without limitation changes to the definition of eligible and non-eligible purchases. We will give you prior notice to the extent required by law. Any revision may affect your ability to earn or redeem cash back rewards.

**Termination:** We may suspend or terminate the Program or your participation in the Program at any time and will give you prior notice to the extent required by law. If we suspend or terminate the Program or your participation in the Program, you will have 90 days to redeem any cash back rewards from the date the notice is sent to you. See "**Redeeming Cash Back Rewards**."

**Limited Liability:** Unless otherwise required by law, this Program, or our Card Agreement with you, we will not be liable to you or anyone making a claim on your behalf, in connection with: (1) any change or termination of the Program; (2) any loss, damage, expense or inconvenience caused by any occurrence outside of our control; (3) any taxes that you incur as a result of receiving cash back rewards, payment of which taxes will be your responsibility; (4) any merchandise or services you purchase, or for any direct, indirect or consequential damages with respect to the use of your Account. In any event, any liability that Credit One Bank may have to you in connection with the Program shall be limited to the amount of any cash back rewards you have earned in this Program. The Program and cash back rewards are void or limited where prohibited or restricted, respectively, by federal, state, or local law.

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D528

# *CARD AGREEMENT*

## ***Pricing Summary***

| Interest Rates and Interest Charges | |
|---|---|
| **ANNUAL PERCENTAGE RATE (APR) for Purchases** | **29.74%**<br>This APR will vary with the market based on the Prime Rate. |
| **ANNUAL PERCENTAGE RATE (APR) for Balance Transfers** | **15.99%** introductory APR for 9 billing cycles from the date the balance transfer is posted to the account for all balances transferred within 60 days of account opening.<br>After that, your APR will be **29.74%.** This APR will vary with the market based on the Prime Rate. |
| **ANNUAL PERCENTAGE RATE (APR) for Cash Advances** | **31.74%**<br>This APR will vary with the market based on the Prime Rate. |
| **Paying Interest** | Your due date is at least 24 days after the close of each billing cycle. We will not charge you any interest on Purchases if you pay your entire balance by the due date each month. We will begin charging interest on Cash Advances and Balance Transfers from the posting date. |
| **Minimum Interest Charge** | If you are charged interest, the charge will be no less than $1.00. |
| **For Credit Card Tips from the Consumer Financial Protection Bureau** | **To learn more about factors to consider when applying for or using a credit card, visit the website of the Consumer Financial Protection Bureau at http://www.consumerfinance.gov/learnmore.** |
| **Fees** | |
| **Annual Fee** | **$0** |
| **Transaction Fees**<br>• Balance Transfer<br>• Cash Advance<br>• Foreign Transaction | <br>• Either **$10** or **5%** of the amount of each Balance Transfer, whichever is greater.<br>• Either **$10** or **5%** of the amount of each Cash Advance, whichever is greater.<br>• Either **$1** or **3%** of the amount of each purchase in U.S. dollars, whichever is greater. |
| **Penalty Fees**<br>• Late Payment<br>• Returned Payment | <br>• Up to **$39***<br>• Up to **$39**** |

**How We Will Calculate Your Balance:** We use a method called "average daily balance (including new Purchases)." See your Card Agreement for more details.

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

***Late Payment Fee:** We will charge the maximum safe harbor amount, which is set annually in accordance with 12 C.F.R. 1026.52(b)(1)(ii)(D). Currently the fee is $29, unless you incurred a Late Payment Fee during the prior six billing cycles. If you did, the fee is currently $39. This fee will not exceed the related Minimum Payment that was due. We charge a Late Payment Fee to your Account if at least the Amount Due This Period (less any

Late Payment Fee for the current billing cycle) plus any Past Due Amount is not received by 5:00 p.m. PT on the Payment Due Date shown on your statement.

****Returned Payment Fee:** We will charge the maximum safe harbor amount, which is set annually in accordance with 12 C.F.R. 1026.52(b)(1)(ii)(D). If a payment is not honored upon first presentment, even if the payment is later honored, a Returned Payment Fee will be charged to your Account. Currently, the fee is $29, unless you incurred a Returned Payment Fee in the prior six billing cycles. If you did, the fee is currently $39. This fee will not exceed the related Minimum Payment that was due.

**Additional Rate Information:** The monthly periodic rate for the introductory Balance Transfer APR is 1.33250%. The Purchase and non-introductory Balance Transfer APR equals the Prime Rate plus a margin of 22.99%. This corresponds to a monthly periodic rate of 2.47833%. The Cash Advance APR equals the Prime Rate plus a margin of 24.99%. This corresponds to a monthly periodic rate of 2.64500%.

**Minimum Payments:** 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 the sum of:

- 5% of your outstanding balance, rounded up to the next whole dollar, or $30, whichever is greater;
- any Late Payment Fee for the current billing cycle;
- and any Past Due Amount (excluding any past due Late Payment Fees).

## ***The Agreement***

This Agreement, together with the Pricing Summary, is your contract with us.

**Accepting this Agreement:** You accept this Agreement when you use the Account. You may still reject this Agreement if you have not yet used the Card, used the Account, or paid a fee after receiving a billing statement. To reject the Agreement, call us at 866-515-5721 or write us at Bank Card Center, P.O. Box 95516, Las Vegas, NV 89193-5516. If you reject the Agreement, you are not responsible for any fees or charges.

**Arbitration:** This Agreement includes an Arbitration Provision with class action and jury trial waivers. You can reject the Arbitration Provision. See "How to REJECT this agreement to arbitrate" in the Arbitration section. If you do not, it will be part of this Agreement.

**Promise to Pay:** You agree to pay us for all amounts due on your Account, including credit for Purchases, Balance Transfers, and Cash Advances, as well as interest charges and fees. This includes charges made by Additional Cardholders and other Authorized Users.

## ***Definitions***

**Account** means the Credit One Bank card account under this Agreement.

**Authorized User** means any person you allow to use your Account or Card, including Additional Cardholders. If the Authorized User has been issued a Card and you want to terminate the Authorized User, you must notify us by telephone or in writing.

**Balance Transfer** means a transaction we designate that allows you to use your Account to pay another creditor or yourself. Balance Transfers cannot be used to pay us or our affiliates. A Balance Transfer will be subject to the terms of the Balance Transfer offer and this Agreement.

**Card** refers to one or more cards or access devices, including your Account number, that we give you or someone else with your authorization to get credit under this Agreement.

**Cardholder** refers to each person with a card issued in their name.

**Cash Advance** means the use of your Account to obtain funds at a financial institution or the use of a Convenience Check.

**Convenience Check** means a check we issue to you to take a Cash Advance. You may not use these checks to pay us or our affiliates.

**Purchase** means the use of the Account to obtain goods or services.

**Prime Rate** means the highest U.S. Prime Rate in the Money Rates section of The Wall Street Journal on the 25th day of the month, or the next day if that day is not a publication day. If The Wall Street Journal does not publish the U.S. Prime Rate, we may substitute another index.

**we**, **us**, **our**, and **Credit One Bank** refer to Credit One Bank, N.A., the issuer of your Card.

**you**, and **your** refer to each person who has applied for the Account and where appropriate, the Authorized User.

## *Features and Use of Your Account*

**Using Your Card:** You may make Purchases wherever the Card is accepted. You may use the Account to obtain Cash Advances, but you may not make more than two Cash Advance transactions per day which may not exceed the lower of your available credit for cash or $200. You may use the Account only for personal, family, or household purposes, and if your Account is used for any other purpose you are still responsible for such use. You may not use the Account for business or commercial purposes. The Account may not be used for online or internet gambling or illegal purposes.

**Your Credit Limit:** We will tell you your credit limit. Keep your Account balance below your credit limit. If you do not, you must still pay us. We may designate part of your credit limit as a Cash Advance limit and part as a Balance Transfer limit. We may change your credit limit(s) at any time, without notice. You may use a portion of your credit limit for Cash Advances and Balance Transfers. Each Purchase, Cash Advance, and Balance Transfer obtained will reduce the amount of available credit under your credit limit until it is repaid. We may delay increasing your available credit by the amount of any payment that we receive for up to 12 calendar days.

**Credit Limit Increase:** To request a credit limit increase contact the Customer Service number on your statement. We may impose a fee for processing the request.

**Credit Authorizations:** We may decline to authorize a transaction for any reason. We will not be liable to you if we decline a transaction or if anyone refuses any use of your Card.

**Automatic Billing:** You may set up automatic billing with a merchant. You authorize us to provide an updated Account number or Card expiration date to any merchant at our discretion. Contact the merchant to stop automatic billing.

**Joint Accounts:** If this is a joint account, each of you is responsible individually and together for all amounts owed. Each of you is responsible even if the Account is used by only one of you. You will continue to be liable for the entire balance of the Account, even if your co-applicant is ordered by a court to pay us. You will remain liable to us if your co-applicant fails to pay as ordered by the court. Your Account status will continue to be reported to the credit reporting agencies under each of your names. The delivery of notices or billing statements to either of you serves as delivery to each of you. We may rely on instructions given by either of you. We are not liable to either of you for relying upon such instructions.

**Electronic Access:** Applications (apps) on electronic devices (such as mobile wallets) can store your Card and can be used to get credit under this Agreement. Such transactions are covered by this Agreement. Apps may have separate terms of use. We are not responsible if you violate those terms or for any consequences from violating those terms.

**Additional Cardholder:** At your request, we may, at our discretion, issue, in the name of another person, an additional Card on your Account. That person is an Additional Cardholder, as well as an Authorized User. An Additional Cardholder has access to certain Account information including balance, available credit and payment information. If you advise us that the Additional Cardholder is your spouse, information regarding the Account will be provided to consumer reporting agencies in your name as well as in the name of the Additional Cardholder. By requesting that we add an Additional Cardholder to your Account, you represent that you (1) have the consent of the Additional Cardholder to be added to the Account, (2) have provided a copy of this Agreement to the Additional Cardholder, and (3) if the Additional Cardholder is your spouse, you have told the Additional Cardholder that Credit One Bank will furnish credit information about them to the credit reporting agencies in connection with the Account. The Additional Cardholder may report the Card lost or stolen and may remove him or herself from the Account.

## *Interest Rates and Interest Changes*

**Annual Percentage Rates (APRs):** See the Pricing Summary for your APRs. The APR for Balance Transfers will be the same as the APR for standard Purchases, unless a promotional rate applies.

**Variable Rates:** Your Pricing Summary indicates whether you have any variable APRs. Variable APRs are determined by adding to the Prime Rate the number of percentage points ("margin") specified in the Pricing Summary. Variable APRs will increase or decrease when the Prime Rate changes. The APR change will take effect beginning with billing cycles that end on or after the first day of the month after the month in which the Prime Rate changes. An increase in the APR will increase your interest charges and may increase your Minimum Payment Due.

**Average Daily Balance Method (including new transactions):** We calculate interest each billing cycle by first figuring the "average daily balance" for each type of balance. Standard Purchases, standard Cash Advances, standard Balance Transfers, and each promotional offer, are all types of balances.

For each type of balance, for each billing cycle, we start with the balance on the last day of your previous billing cycle. We subtract any unpaid interest. This is the beginning balance each day. Each day of the billing cycle we subtract any new payments and credits applied to that type of balance. We

add any new transactions and fees for that type of balance. We add Purchases, Cash Advances, and Balance Transfers on the post date. We add transaction fees on promotional rate and non-promotional rate Balance Transfers to the same type of balance as the transaction. We add all other fees to the standard Purchase balance. This gives us the daily balance for that type of balance, except that if the daily balance is negative, we treat it as zero. We then add up all of the daily balances and divide by the number of days in the billing cycle. This gives us the "average daily balance" for that type of balance. We multiply the average daily balance by the applicable monthly periodic rate (the APR divided by 12). This gives us the interest charged for that type of balance for that billing cycle. This interest is included in the Account balance on the last day of the billing cycle. The results for all types of balances are then added together to determine the total interest charged that billing cycle.

**When Interest Begins:** We begin to impose interest on a transaction or fee from the day we add it to the daily balance. We continue to impose interest 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 billing statement by the Payment Due Date shown on that billing statement, we will not impose interest on new Purchases paid by the Payment Due Date on your current billing statement. The Payment Due Date will be at least 24 days after the close of the billing cycle. If you have been paying your Account balance in full and thereby avoiding interest on Purchases, but then do not pay the next New Statement Balance in full by the Payment Due Date, in that billing cycle we will start charging interest on the unpaid portion of your balance.

## ***Fees***

See the Pricing Summary for additional Fee information.

**Annual Fee:** If your Account is subject to an Annual Fee, the amount and when it is billed is shown on the Pricing Summary. The Annual Fee is billed to the Account until the Account is closed and the outstanding balance is paid in full. The Annual Fee is refundable as long as you cancel your Account and have not used your card for any Purchases, Cash Advances, or Balance Transfers and you have not made a payment.

**Credit Limit Increase Fee:** If a fee is imposed for processing a Credit Limit increase request, we will tell you the amount of the fee at the time of your request and before you agree to it.

**Foreign Transaction Fee:** We add this fee, unless "None" is stated in the Pricing Summary table, for each purchase made outside the U.S. (A purchase is made outside the U.S. unless it is made with a U.S. merchant, processed completely in the U.S., and in U.S. dollars.) The fee is a percentage of the U.S. dollar amount of the purchase.

**Optional Express Payment Service Fee:** If a representative of ours helps expedite your payment, we may impose an Express Payment fee. You will be informed of the amount of the fee before you complete the transaction.

**Duplicate Statement Fee:** If you request a duplicate copy of a monthly statement, for any purpose other than to assert a billing error, you will be charged a fee of up to $10 for each statement copy requested.

**Sales Slip Request Fee:** If you request a copy of a sales slip, for any purpose other than to resolve a dispute about the charges on your Account, you will be charged a fee of $6 for each sales slip copy requested.

**Replacement Card Fee:** If you request a replacement card, a Replacement Card Fee of up to $25 may be charged to your Account.

## ***Payments***

**Minimum Payment Due:** See the Pricing Summary for the minimum payment requirements.

**Small Balances:** As it is uneconomical for both you and us to process payments or maintain credits that are $1 or less in amount, you agree as follows: (1) In any billing cycle in which you have had no transactions and your New Balance on the billing date is $1 or less, the balance will be rounded to zero and you will not receive a bill for this amount. (2) In the event that you have a credit balance of $1 or less for two consecutive billing cycles, the balance will be rounded to zero and you will not receive a refund of this amount.

**Payment Instructions:** You must pay us in U.S. dollars, in funds on deposit in the U.S. 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.

**Irregular Payments:** Any payment submitted in offer of settlement of a disputed debt, including any item containing a notation such as "paid in full," and any other item with a restrictive endorsement, must be sent to: Credit One Bank, P.O. Box 95516, Las Vegas, NV 89193-5516. We can accept

late payments, partial payments, and checks or other items with restrictive endorsements at any other address without losing any of our rights under this Agreement.

**Postdated Checks:** You agree that we need not examine any payment check to confirm that it is not postdated and that we may deposit any postdated check on the day we receive it.

**Payment Allocation:** We apply payments up to the Minimum Payment Due and credits at our discretion, which may result in balances at lower APRs being paid first and higher interest charges. Payments over the Minimum Payment Due will be applied to balances with higher APRs first.

## ***Collecting, Sharing, and Updating Information***

**Customer Privacy:** We send you our Privacy Policy when you open your Account and thereafter in accordance with applicable law. 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. You accept the terms of our Privacy Policy when you use the Account. Contact us or visit CreditOne.com if you would like a copy.

**Information About You:** You authorize us to obtain and/or use information about you from third parties and credit reporting agencies to: (1) verify your identity and/or conduct investigative inquiries; (2) determine your income and credit eligibility; (3) review your Account and provide renewal of credit; (4) verify your current credit standing in order to present future credit limit increases or decreases; (5) qualify you for and present additional lines of credit or other offers; and (6) collect amounts owing on your Account. Upon request, we will tell you the name and address of any credit reporting agency that provided us with information concerning you.

**Furnishing Information:** We may furnish information concerning your Account or credit file to consumer reporting agencies and others who may properly receive that information. If you believe that information we furnished is inaccurate or incomplete, please write us at Credit One Bank, P. O. Box 98873, Las Vegas, NV 89193-8873. Please include your name, address, home phone number and Account number.

**Telephone Calls, Text Messages and Emails Regarding Your Account:** You are providing express written permission and consent authorizing Credit One Bank and our agents, servicers, contractors, subsidiaries, affiliates, officers, and other partners and employees to contact you at any phone number (including mobile, cellular/wireless, or similar devices) or email address you provide at any time, for any lawful purpose. The ways in which we may contact you include live operator, dialing system, automatic telephone dialing systems (auto-dialer), prerecorded and artificial voice message, text/SMS message or email. Phone numbers and email addresses you provide include those you give to us, those from which you, or someone acting on your behalf, contact us or which we obtain through other means. If you provide a phone number for which you are not the owner, you confirm you are authorized to provide that number. Such lawful purposes include, but are not limited to: obtaining information; activation of the card for verification and identification purposes; account transactions or servicing related matters; suspected fraud or identity theft; collection on the Account; and providing information about special products and services. You agree to pay any fee(s) or charge(s) that you may incur for incoming communications from us or outgoing communications to us, to or from any such number or email address, without reimbursement from us.

**Communication Revocation:** You may revoke your authorization for most communications. However, you cannot revoke authorization for fraud related communications or legally required communications. To change your communication preferences or to revoke consent you must write us. Please:

- include your name, mailing address, and the last four digits of your Account number;
- specify whether you are changing your preferences regarding mail, telephone calls, emails, and/or text or SMS messages;
- provide the specific phone number(s) and/or email address for which you are requesting communications to cease;
- send this written notice to: Credit One Bank, P.O. Box 98873, Las Vegas, NV 89193-8873.

Certain communication preferences can be changed on-line. Please log in to your Account to see if that option is available.

**Telephone Monitoring:** You agree that we (and our servicers, agents and contractors) may monitor and record any calls between you and us.

**Updating Your Phone Number:** Notify us immediately if you change mobile or cell phone numbers or plan to give your phone to someone else. It is your responsibility to provide us with a true, accurate and complete mobile number and to maintain and update promptly any changes in this information. You can update your mobile number by calling us at the phone number on the back of your Card.

**Indemnification:** If you provide telephone number(s) for which you are not the subscriber, or fail to notify us when you cease to be the subscriber for a telephone number you previously gave us, you agree to indemnify us, our subsidiaries, affiliates, officers, agents, servicers, contractors, and other partners and employees for any costs and expenses, including reasonable attorneys' fees, incurred as a result of us contacting or attempting to contact you at the number(s). Your obligation under this paragraph shall survive termination of the Agreement.

## *Account Closure*

**Default:** You are in default under this Agreement if (1) bankruptcy or another insolvency proceeding is filed by or against you; (2) we reasonably believe you are unable or unwilling to repay us; (3) you die or are legally incompetent or incapacitated; (4) you fail to comply with the terms of this Agreement, including failing to make a required payment when due, exceeding your credit limit or using your Card or Account for an illegal transaction; (5) you give us misleading, false, incomplete or incorrect information or fail to give us any information we deem necessary; or (6) if you no longer permanently reside in the United States or its territories. If you are in default, we may declare the entire Account balance immediately due and payable without advance 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.

**Closing Your Account:** You may close your Account at any time. You will remain responsible for any amount you owe us under this Agreement. Any joint Cardholder may cancel a joint Account. However, both of you will remain responsible for paying all amounts owed. If your Account is subject to an Annual Fee, the fee will continue to be charged until you pay your outstanding balance in full.

We may cancel, suspend or not renew your Card, Account, or access to the credit line at any time and for any reason without notice. If your Account is closed by us, the Annual Fee will continue to be charged until you pay your outstanding balance in full.

However, when your Account is closed, if there is: (1) a debit balance of $1 or less, that balance will be rounded to zero and you will not be required to pay this amount; or (2) a credit balance of $1 or less, that balance will be rounded to zero and this amount will not be refunded to you. The rounding to zero may occur after your closing statement cycles, and you may not receive a statement reflecting the rounding.

## *Arbitration Agreement*

**PLEASE READ CAREFULLY—IMPORTANT—AFFECTS YOUR LEGAL RIGHTS**

This agreement to arbitrate provides that you or we can require controversies or disputes between us to be resolved by BINDING ARBITRATION. You have the right to REJECT this agreement to arbitrate by using the procedure explained below.

If you do not reject this agreement to arbitrate, you GIVE UP YOUR RIGHT TO GO TO COURT and controversies or disputes between us will be resolved by a NEUTRAL ARBITRATOR INSTEAD OF A JUDGE OR JURY, using rules that are simpler and more limited than in a court. Arbitrator decisions are subject to VERY LIMITED REVIEW BY A COURT. Arbitration will proceed INDIVIDUALLY— CLASS ACTIONS AND SIMILAR PROCEDURES WILL NOT BE AVAILABLE TO YOU.

**Agreement to Arbitrate:** You and we agree that either you or we may, without the other's consent, require that controversies or disputes between you and us (all of which are called "Claims"), be submitted to mandatory, binding arbitration. This agreement to arbitrate is made pursuant to a transaction involving interstate commerce, and shall be governed by, and enforceable under, the Federal Arbitration Act (the "FAA"), 9 U.S.C. §1 et seq., and (to the extent State law is applicable), the laws of the State of Nevada.

For purposes of this agreement to arbitrate, "you" includes you, any co-applicant, any Authorized User (including Additional Cardholders), or anyone else connected with you or claiming through you; and "we" or "us" includes Credit One Bank, N.A., all of its parents, subsidiaries, affiliates, successors, predecessors, employees, and related persons or entities, and all third parties who are regarded as agents or representatives of us in connection with the subject matter of the claim or dispute at issue.

**Covered Claims:** Claims subject to arbitration include, but are not limited to, any controversies or disputes arising from or relating in any way to your Account; any transactions involving your Account; any disclosures made to you concerning your Account; any interest, charges, or fees assessed on your Account; any service(s) or programs related to your Account; and, if permitted by the rules of the arbitration forum, any collection of debt related to your Account. Claims also include controversies or disputes arising from or relating in any way to advertising, solicitations, or any application for, approval of, or establishment of your Account. Claims subject to arbitration include any controversies or disputes based on any theory of law, whether contract, tort, statute, regulation, common law, or equity, or whether they seek legal or equitable remedies. All Claims are subject to arbitration whether they arose in the past, may currently exist, or may arise in the future. Arbitration will apply even if your Account is closed, you pay us in full any outstanding debt you owe, or you file for bankruptcy. Also, controversies or disputes about the validity, enforceability, coverage, meaning, or scope of this agreement to arbitrate or any part thereof are subject to arbitration and are for the arbitrator to decide. Any questions about what Claims are subject to arbitration shall be resolved by interpreting this agreement to arbitrate in the broadest way the law will allow it to be enforced.

**Claims Not Covered:** Claims (whether brought initially or by counter or cross-claim) are not subject to arbitration if they are filed by you or us in a small claims court, so long as the case remains in such court and only individual claims for relief are advanced in the case.

**No Class Arbitration or Consolidation or Joinder of Parties:** Class actions and other similar procedures in which individuals seek to represent similarly situated individuals or seek relief on behalf of the general public, and consolidation or joinder of Claims (except for claimants on the same account), are NOT available under this agreement to arbitrate. Claims in arbitration will proceed on an INDIVIDUAL basis only:

> UNLESS YOU REJECT THIS AGREEMENT TO ARBITRATE, YOU AND WE WAIVE THE RIGHT TO ASSERT OR PARTICIPATE IN A CLASS ACTION OR ANY REPRESENTATIVE OR CONSOLIDATED PROCEEDING IN COURT OR IN ARBITRATION.

The arbitrator shall have no authority to entertain any Claim as a class action or private attorney general action or on any other similar representative basis, nor shall the arbitrator have any authority to consolidate or join Claims brought by separate claimants (except for claimants on the same account). This also means that the arbitrator 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.†

†**Notice to California Account Holders:** This agreement to arbitrate shall not be construed to prevent you from seeking in the arbitration the remedy of public injunctive relief if (a) you reside in California, (b) you resided in California at the time you entered into this agreement to arbitrate, or (iii) the billing address for your Account is a California address (hereafter, "California Account Holder").

**Initiation of Arbitration:** The arbitration shall be administered by the American Arbitration Association ("AAA") before a single arbitrator under the AAA's Consumer Arbitration Rules, or by a mutually agreeable administrator, before a single arbitrator, as modified by this arbitration provision. Information about the arbitration process for AAA can be obtained from the AAA at www.adr.org. The arbitrator shall be selected from the AAA (or mutually agreeable administrator) panel of neutrals then active on the roster maintained by the AAA (or mutually agreeable administrator) office located in the city of or nearest to your billing address and, unless otherwise mutually agreed, the arbitrator shall be a retired federal judge, a retired state appellate judge, a retired state trial judge, or a lawyer with at least 15 years of experience in that order of preference.

In the event that the AAA or mutually agreeable administrator is unable or unwilling 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).

**Arbitration Procedures and Applicable Law; Offer of Settlement:** Unlike a lawsuit in state or federal court, arbitration is conducted by a private organization that specializes in alternative dispute resolution. Disputes in arbitration are decided by a neutral arbitrator instead of a judge or jury. You may represent yourself in arbitration, or you may be represented by a lawyer.

Under this agreement to arbitrate, a single arbitrator designated by the arbitration administrator will decide the Claim under applicable law. The arbitrator is bound by the terms of this agreement to arbitrate. The AAA or mutually agreeable administrator will apply its code of procedures in effect at the time the arbitration claim is filed. If there is a conflict between that code of procedures and this arbitration provision and/or any sections of this Card Agreement, this arbitration provision and/or this Card Agreement will control. The arbitrator will honor all claims of privilege recognized by law. Subject to the prohibition on class, representative, and consolidation procedures set forth above, the arbitrator will have the power to award to a party any damages or other relief (including relief in equity) provided for under applicable law. That is, a party will be entitled to recover in arbitration any damages or other relief that it could recover if it prevailed in a court proceeding. An arbitrator's award shall consist of a written statement setting forth the disposition of each Claim. At the request of any party, the arbitrator shall also set forth a written explanation of the essential findings and conclusions on which the award is based. An arbitration award shall decide the rights and obligations only of the parties named in the arbitration, and shall not have any bearing on another person or dispute.

If your Claim is for $10,000 or less, you may choose whether the arbitration will be conducted solely on the basis of documents, in a telephonic hearing, or in an in-person hearing.

Any in-person hearing will take place in the federal judicial district that includes your billing address at the time the Claim is filed, unless the parties agree to a different place.

**The Arbitrator's Decision:** The arbitrator's decision will be final and binding on the parties. A party can file a written appeal to the arbitration administrator within thirty (30) days after an award is issued. The appeal will proceed before a panel of three neutral arbitrators designated by the same arbitration administrator. The panel will decide anew all factual and legal issues, following the same rules of procedure, by majority vote any aspect of the original decision objected to. The costs of such an appeal will be borne in accordance with the below paragraph entitled "Fees and Costs". Any review by a court shall be governed by the Federal Arbitration Act. Any final arbitration award will be binding on the named parties and enforceable by any court having jurisdiction.

**Fees and Costs:** We will pay any costs that are required to be paid by us under the arbitration administrator's rules of procedure. If you file the arbitration, you will pay your share of the initial filing fee, unless you seek and qualify for a fee waiver under the applicable rules of the arbitration

administrator. The party filing an appeal shall be responsible for all filing fees and costs of the appeal unless prohibited by administrator's rules of procedure. All parties are responsible for their own attorney's fees, expert fees and any other expenses, unless the arbitrator awards such fees or expenses to you or us if allowed by applicable law.

**Other Parties Subject to this Agreement to Arbitrate:** In addition to you and us, the rights and duties described in this agreement to arbitrate apply to: any third party co-defendant of a claim subject to this arbitration provision; all joint account holders, Additional Cardholders, and Authorized Users of your Account(s).

**How to REJECT this Agreement to Arbitrate:** You can reject this agreement to arbitrate but only if we receive from you a written notice of rejection within 45 days after it was first provided to you. To reject this agreement to arbitrate you must send the notice of rejection to: Credit One Bank, Attention: Arbitration Opt Out, P. O. Box 98873, Las Vegas, NV 89193-8873. Rejection notices sent to any other address will not be accepted or effective. If you decide to reject this agreement to arbitrate in writing, your notice must state that you reject this agreement to arbitrate and include your name, address, account number, and personal signature. Rejection of arbitration will not affect your other rights or responsibilities under this Card Agreement.

**Survival, Severability, and Amendment of Terms:**
*Survival.* This agreement to arbitrate shall survive changes in the Agreement and termination of the Account or the relationship between you and us, including the bankruptcy of any party and any transfer or sale of your Account, or amounts owed on your Account, to another person or entity.
*Severability.* If any part or parts of your agreement to arbitrate are declared unenforceable, then such specific part or parts shall be of no force or effect and shall be severed, but the remainder of this agreement to arbitrate shall continue in full force and effect. If, however, the entire agreement to arbitrate or your waiver of the right to bring or participate in a class or representative action or in consolidation procedures is unenforceable, then the agreement to arbitrate shall be of no force or effect. Notwithstanding the preceding sentence, with respect to California Account Holders, if arbitration is unenforceable, in whole or in part, you and we agree to resolve any Claim by a judicial reference proceeding as described above.
*Amendment in Writing Only.* This agreement to arbitrate may not be amended, severed, or waived, except as expressly provided in the Agreement or in a written agreement between you and us.

## *Other Information*

**Transactions in Foreign Currencies:** If you make a transaction at a merchant that settles in a currency other than U.S. dollars, Mastercard International Incorporated or Visa Incorporated will convert that charge into a U.S. Dollar amount. That conversion will be done at a rate selected by Mastercard or Visa from the range of rates available in wholesale currency markets for the applicable central processing date, which rate may vary from the rate Mastercard or Visa itself receives, or the government-mandated rate in effect for the applicable central processing date. The currency conversion rate used on the processing date may differ from the rate that would have been used on the purchase date or on the date the transaction is posted to your Account. You agree to pay the converted amount, including any charges for the conversion that may be imposed as described above.

**Changes to Your Agreement:** The rates, fees and terms of this Agreement may change and we may add or delete any term to this Agreement, consistent with applicable law. We will give you advance written notice of these changes and a right to reject the change, if required by law.

**Unauthorized Use:** Notify us immediately if your Card is lost or stolen or you suspect that someone is using your Card or Account without your permission.

**Assignment:** We may assign any or all of our rights and obligations under this Agreement. You may not assign any of your rights or obligations under this Agreement.

**No Waiver:** We will not lose our rights under this Agreement because we delay or do not enforce them.

**Governing Law:** This Agreement is governed by and interpreted in accordance with the laws applicable to national banks, and, where no such laws apply, by the laws of the State of Nevada, excluding the conflicts of law provisions thereof, regardless of your state of residence.

**Conformance with Law; Severability:** If any part of this Agreement conflicts with applicable law, that provision will be considered modified to conform to applicable law. If any part of this Agreement is invalid, the rest shall remain in effect, except as otherwise noted in the Arbitration Provision.

## *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 the Billing Inquiries address on the statement.

In your letter, give us the following information:

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

You must contact us:

- Within 60 days after the error appeared on your statement.
- At least 3 business days before an automated payment is scheduled, if you want to stop payment on the amount you think is wrong.

You must notify us of any potential errors in writing. You may call us, but if you do we are not required to investigate any potential errors and you may have to pay the amount in question.

**What Will Happen After We Receive Your Letter**

When we receive your letter, we must do two things:

1. Within 30 days of receiving your letter, we must tell you that we received your letter. We will also tell you if we have already corrected the error.
2. Within 90 days of receiving your letter, we must either correct the error or explain to you why we believe the bill is correct.

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

- We cannot try to collect the amount in question, or report you as delinquent on that amount.
- The charge in question may remain on your statement, and we may continue to charge you interest on that amount.
- While you do not have to pay the amount in question, you are responsible for the remainder of your balance.
- We can apply any unpaid amount against your credit limit.

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

*If we made a mistake:* You will not have to pay the amount in question or any interest or other fees related to that amount.

*If we do not believe there was a mistake:* You will have to pay the amount in question, along with applicable interest and fees. We will send you a statement of the amount you owe and the date payment is due. We may then report you as delinquent if you do not pay the amount we think you owe.

If you receive our explanation but still believe your bill is wrong, you must write to us within 10 days telling us that you still refuse to pay. If you do so, we cannot report you as delinquent without also reporting that you are questioning your bill. We must tell you the name of anyone to whom we reported you as delinquent, and we must let those organizations know when the matter has been settled between us.

If we do not follow all of the rules above, you do not have to pay the first $50.00 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 $50.00. (Note: Neither of these are necessary if your purchase was based on an advertisement we mailed to you, or if we own or operate the company that sold you the goods or services.)
2. You must have used your credit card for the purchase. Purchases made with cash advances from an ATM or with a check that accesses your credit card account do not qualify.
3. You must not yet have fully paid for the purchase.

If all of the criteria above are met and you are still dissatisfied with the purchase, contact us in writing at the Billing Inquiries address shown on your statement.

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

## ***Rewards Program Supplement***

This document ("Supplement") describes the terms and conditions of the Credit One Bank Cash Back Rewards Program ("Program") and supplements the Card Agreement that governs your credit card account issued by Credit One Bank, N.A. (the "Account"). By using the Account, you agree to participate in the Program. Your participation is subject to the terms of the Card Agreement, including the arbitration agreement, if applicable, and this Supplement. In the event of a conflict between the Card Agreement and this Supplement, with respect to matters relating to the Program, this Supplement controls.

**Earning Cash Back Rewards:** You earn cash back rewards for Purchases using your Account minus returns, refunds, disputed charges and fraudulent transactions ("Net Eligible Purchases") equal to 1% in the following categories:

- gasoline (Service Stations, Automated Fuel Dispensers, Petroleum and Petroleum Products, Marinas and Marine Services),
- grocery (Grocery Stores and Supermarkets, Freezer and Meat Provisioners, Miscellaneous Food Stores – Convenience Stores and Specialty Markets. Grocery Purchases do not include Purchases at superstores, at stores that sell groceries and other products like drugstores; or at smaller stores like bakeries, candy, nut or confection stores),
- mobile phone service (Telecommunication Equipment and Telephone Sales, Telecommunication Services, including Local and Long-Distance Calls, Credit Card Calls, Calls Through Use of Magnetic-Stripe-Reading Telephones, and Fax Services), and
- internet, cable and satellite TV subscription services (Cable, Satellite and Other Pay Television/Radio/Streaming Services, Computer Network/Information Services).

**Purchases That Are Not Eligible:** Purchases from the following types of merchants are not eligible for cash back rewards:

- oil, propane, home heating companies,
- PayPal,
- warehouse clubs (including but not limited to Sam's Club, Costco, and BJ's),
- discount supercenters (including but not limited to Walmart® and Target®).

You do not earn cash back rewards on Cash Advances, Balance Transfers, interest, fees, and other charges. If your Account is in default, as defined in your Card Agreement, at the time the cash back rewards are to be posted to your Account, you WILL NOT receive the applicable credit. Cash back rewards have no cash value; however, when redeemed in accordance with the Program have a redemption value. See "**Redeeming Cash Back Rewards**" below. Cash back rewards may not be transferred to any other person including through such events as inheritance, bankruptcy, or divorce.

Earning and accruing cash back rewards is not limited as long as your Account is in good standing, and you may have a negative cash back rewards balance (because of returns and other post transaction actions). If your Account has a negative cash back rewards balance, any newly earned cash back rewards will be used to offset that negative balance until that balance has been brought to zero. As long as your Account is in good standing, your cash back rewards do not expire. Cash back rewards are forfeited 90 days after your Account is closed by you or us. If we find evidence of misuse, fraud or the Account is in default, as defined in your Card Agreement, no redemptions of your cash back rewards, automatic or manual, will be permitted; provided that if your Account is closed because of nonpayment, you will have 90 days to redeem any cash back rewards from the date the notice is sent to you. See "**Redeeming Cash Back Rewards**." Cash back rewards from separate accounts cannot be combined. Authorized Users earn cash back rewards on the Account, but only the primary Cardholder may redeem cash back rewards.

**Merchant Categories:** Merchants who accept credit cards are assigned a merchant code, which is determined by the merchant or its processor in accordance with the applicable credit card network's procedures based on the kinds of products and services they primarily sell. We have no control over merchant codes. Please note:

- We make every effort to include all relevant merchant codes in our cash back rewards categories. However, even though a merchant or some of the items that it sells may appear to fit within a cash back rewards category, the merchant may not have a merchant code in that category or may not use an eligible merchant code. When this occurs, Purchases with that merchant will not qualify for cash back rewards on purchases in that category.
- A merchant with more than one location may submit Purchases using different codes, including codes that are not eligible under this Program. This means that Purchases from the same merchant at a different location may result in no cash back rewards. Purchases made without an eligible code WILL NOT qualify for cash back rewards.
- Purchases submitted by you, an authorized user, or the merchant through third-party payment accounts, mobile or wireless card readers, online or mobile digital wallets, or similar technology will not qualify in a cash back rewards category if the technology is not set up to process the purchase in that cash back rewards category.

**Redeeming Cash Back Rewards:** Cash back rewards may be redeemed automatically ("Automatic Redemption") only for statement credits; or redeemed manually ("Manual Redemption"), for statement credits, gift cards, or other goods or services. You can switch between Automatic and Manual Redemption, but in order to do so, you must have an online Account that you can access via CreditOneBank.com or the Credit One Bank Mobile App. All cash back rewards redemptions are subject to terms and conditions set forth in this Supplement and at https://www.creditonebank.com/rewardsredemptionterms.

- Manual Redemption: Upon Account opening, your Account will be set to Manual Redemption. Cash back rewards will post to your Account within thirty-seven days after a Net Eligible Purchase posts to your Account. The amount of cash back rewards you need to redeem for consumer goods and services will be determined at redemption and may change without notice. The most up-to-date amount of cash back rewards you have available to redeem (which reflects any adjustments, transfers, or redemptions) is available online or by calling the customer service number and may differ from the available cash back rewards shown on your last monthly billing statement.

- Automatic Redemption: Cash back rewards may be redeemed automatically as statement credits. To do so, you must change your redemption setting from Manual Redemption to Automatic Redemption. If you switch from Manual to Automatic Redemption, any cash back reward balance accrued while your Account has a Manual Redemption setting will be applied to your Account as a statement credit in any month your redemption setting is set to Automatic Redemption as of 3:00 p.m. Central Time on the first day of the month. We will post a statement credit to your Account within thirty-seven days after the end of the month based on the Net Eligible Purchases posted to your Account from the first day to the last day of the current month. You will receive an automatic rewards credit on each statement that has at least one Net Eligible Purchase.

**Feedback:** If you send or transmit any communications, comments, questions, suggestions, or related materials, whether by letter, e-mail, telephone, or otherwise (Feedback), suggesting or recommending changes to the Program or how cash back rewards are fulfilled, including, without limitation, new features or functionality, you grant us and any of our vendors a perpetual right to use the Feedback for our own and their own, respective internal business purposes. Further, we, our service providers, vendors, and any subcontractors disclaim any liability to you for any such use of Feedback for our or their own, respective internal business purpose.

**Consumer Goods/Services Disclaimer: BY PARTICIPATING IN THE PROGRAM, YOU ACKNOWLEDGE AND AGREE THAT CREDIT ONE BANK AND ITS VENDORS ARE ONLY PROVIDING THE PROGRAM TO EARN AND REDEEM CASH BACK REWARDS AND NOT PROVIDING CONSUMER GOODS OR SERVICES. CREDIT ONE BANK AND ITS VENDORS ARE NOT INVOLVED IN WARRANTING ANY CONSUMER GOODS OR SERVICES WHICH YOU MAY ACQUIRE UTILIZING THE PROGRAM AND REDEMPTION SERVICES. CREDIT ONE BANK AND ITS VENDORS DO NOT MAKE, AND AFFIRMATIVELY DISCLAIM, ANY AND ALL WARRANTIES, EXPRESS OR IMPLIED, WITH RESPECT TO SUCH CONSUMER GOODS OR SERVICES, INCLUDING WITHOUT LIMITATION, ANY WARRANTY OF MERCHANTABILITY, SUITABILITY FOR A PARTICULAR PURPOSE, OR AGAINST INFRINGEMENT. WARRANTIES FOR CONSUMER GOODS AND SERVICES ARE LIMITED TO THE APPLICABLE THIRD-PARTY SUPPLIER'S WARRANTIES AND RETURN POLICIES. BY PARTICIPATING IN THE PROGRAM, YOU ACKNOWLEDGE AND AGREE TO LOOK SOLELY TO THE APPLICABLE MERCHANT PROVIDING THE CONSUMER GOODS AND/OR SERVICES REDEEMED OR PURCHASED BY YOU UTILIZING THE PROGRAM FOR ANY WARRANTY, REMEDY, OBLIGATION AND/OR LIABILITY WITH RESPECT TO SUCH CONSUMER PRODUCTS AND/OR SERVICES. BY PARTICIPATING IN THE PROGRAM, YOU RELEASE CREDIT ONE BANK AND ITS VENDORS FROM ANY AND ALL LIABILITY WITH RESPECT TO SUCH CONSUMER GOODS AND SERVICES.**

**Information Disclaimer: IN THE COURSE OF PROVIDING THE PROGRAM AND REDEMPTION SERVICE FOR CONSUMER GOODS AND/OR SERVICES, CREDIT ONE BANK AND/OR ITS VENDORS MAY INTEGRATE WITH THIRD-PARTY SUPPLIERS SELECTED OR CHANGED BY CREDIT ONE BANK AND/OR ITS VENDORS, IN THEIR SOLE DISCRETION, FOR THE FULFILLMENT OF SUCH CONSUMER GOODS AND/OR SERVICES REDEEMED OR PURCHASED UTILIZING THE PROGRAM. IN ORDER TO FACILITATE FULFILLMENT OF THE CONSUMER GOODS AND SERVICES WITH THE THIRD-PARTY SUPPLIERS, CREDIT ONE BANK AND/OR ITS VENDORS MAY SEND YOUR REQUIRED PERSONAL AND OTHER INFORMATION (WHICH CAN INCLUDE, BUT IS NOT LIMITED TO FIRST NAME, LAST NAME, SHIPPING ADDRESS, PHONE NUMBER AND EMAIL ADDRESS) TO THIRD-PARTY SUPPLIERS TO FACILITATE THE PURCHASE OR REDEMPTION. BY PARTICIPATING IN THE PROGRAM AND REDEEMING CASH BACK REWARDS FOR CONSUMER GOODS OR SERVICES, YOU THEREFORE AGREE THAT CREDIT ONE BANK AND ITS VENDORS WILL NOT BE HELD RESPONSIBLE AND YOU HEREBY RELEASE CREDIT ONE BANK AND ITS VENDORS FROM ANY LIABILITY FOR YOUR INFORMATION AFTER IT IS INPUT INTO THE REDEMPTION FULFILLMENT SERVICES, FOR THE EXCLUSIVE BENEFIT OF, AND USE BY, THE THIRD-PARTY SUPPLIER, BY YOU AND CORRECTLY TRANSMITTED TO THE THIRD-PARTY SUPPLIER FOR ORDER FULFILLMENT. AFTER YOUR INFORMATION IS PLACED INTO THE REDEMPTION FULFILLMENT SERVICE, YOUR INFORMATION SHALL BE SUBJECT TO THE PRIVACY POLICY AND TERMS OF SUCH THIRD-PARTY SUPPLIER.**

**Program Restrictions:** Cash back rewards posted as a statement credit will reduce the balance on your Account but will not count as payments. You will still be required to pay at least the Minimum Payment Due as shown on your billing statement each month. You WILL NOT earn cash back rewards for Purchases made while your Account is in default as defined within your Card Agreement. This Program excludes Accounts already enrolled in a different Credit One Bank cash back or other rewards program.

**Changes:** The Program may be changed (added to, modified, or deleted) by us at any time, including without limitation changes to the definition of eligible and non-eligible purchases. We will give you prior notice to the extent required by law. Any revision may affect your ability to earn or redeem cash back rewards.

**Termination:** We may suspend or terminate the Program or your participation in the Program at any time and will give you prior notice to the extent required by law. If we suspend or terminate the Program or your participation in the Program, you will have 90 days to redeem any cash back rewards from the date the notice is sent to you. See "**Redeeming Cash Back Rewards**."

**Limited Liability:** Unless otherwise required by law, this Program, or our Card Agreement with you, we will not be liable to you or anyone making a claim on your behalf, in connection with: (1) any change or termination of the Program; (2) any loss, damage, expense or inconvenience caused by any occurrence outside of our control; (3) any taxes that you incur as a result of receiving cash back rewards, payment of which taxes will be your responsibility; (4) any merchandise or services you purchase, or for any direct, indirect or consequential damages with respect to the use of your Account. In any event, any liability that Credit One Bank may have to you in connection with the Program shall be limited to the amount of any cash back rewards you have earned in this Program. The Program and cash back rewards are void or limited where prohibited or restricted, respectively, by federal, state, or local law.

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# *CARD AGREEMENT*

## *Pricing Summary*

| Interest Rates and Interest Charges | |
|---|---|
| **ANNUAL PERCENTAGE RATE (APR) for Purchases** | **29.74%**<br>This APR will vary with the market based on the Prime Rate. |
| **ANNUAL PERCENTAGE RATE (APR) for Balance Transfers** | **5.99%** introductory APR for 9 billing cycles from the date the balance transfer is posted to the account for all balances transferred within 60 days of account opening.<br>After that, your APR will be **29.74%.** This APR will vary with the market based on the Prime Rate. |
| **ANNUAL PERCENTAGE RATE (APR) for Cash Advances** | **31.74%**<br>This APR will vary with the market based on the Prime Rate. |
| **Paying Interest** | Your due date is at least 24 days after the close of each billing cycle. We will not charge you any interest on Purchases if you pay your entire balance by the due date each month. We will begin charging interest on Cash Advances and Balance Transfers from the posting date. |
| **Minimum Interest Charge** | If you are charged interest, the charge will be no less than $1.00. |
| **For Credit Card Tips from the Consumer Financial Protection Bureau** | **To learn more about factors to consider when applying for or using a credit card, visit the website of the Consumer Financial Protection Bureau at http://www.consumerfinance.gov/learnmore.** |
| **Fees** | |
| **Annual Fee** | **$95** |
| **Transaction Fees**<br>• Balance Transfer<br>• Cash Advance<br>• Foreign Transaction | <br>• Either **$10** or **5%** of the amount of each Balance Transfer, whichever is greater.<br>• Either **$10** or **5%** of the amount of each Cash Advance, whichever is greater.<br>• None |
| **Penalty Fees**<br>• Late Payment<br>• Returned Payment | <br>• Up to **$39***<br>• Up to **$39**** |

**How We Will Calculate Your Balance:** We use a method called "average daily balance (including new Purchases)." See your Card Agreement for more details.

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

***Late Payment Fee:** We will charge the maximum safe harbor amount, which is set annually in accordance with 12 C.F.R. 1026.52(b)(1)(ii)(D). Currently the fee is $29, unless you incurred a Late Payment Fee during the prior six billing cycles. If you did, the fee is currently $39. This fee will not exceed the related Minimum Payment that was due. We charge a Late Payment Fee to your Account if at least the Amount Due This Period (less any

Late Payment Fee for the current billing cycle) plus any Past Due Amount is not received by 5:00 p.m. PT on the Payment Due Date shown on your statement.

****Returned Payment Fee:** We will charge the maximum safe harbor amount, which is set annually in accordance with 12 C.F.R. 1026.52(b)(1)(ii)(D). If a payment is not honored upon first presentment, even if the payment is later honored, a Returned Payment Fee will be charged to your Account. Currently, the fee is $29, unless you incurred a Returned Payment Fee in the prior six billing cycles. If you did, the fee is currently $39. This fee will not exceed the related Minimum Payment that was due.

**Additional Rate Information:** The monthly periodic rate for the introductory Balance Transfer APR is 0.499167%. The Purchase and non-introductory Balance Transfer APR equals the Prime Rate plus a margin of 22.99%. This corresponds to a monthly periodic rate of 2.47833%. The Cash Advance APR equals the Prime Rate plus a margin of 24.99%. This corresponds to a monthly periodic rate of 2.64500%.

**Minimum Payments:** 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 the sum of:

- 5% of your outstanding balance, rounded up to the next whole dollar, or $30, whichever is greater;
- any Late Payment Fee for the current billing cycle;
- and any Past Due Amount (excluding any past due Late Payment Fees).

## ***The Agreement***

This Agreement, together with the Pricing Summary, is your contract with us.

**Accepting this Agreement:** You accept this Agreement when you use the Account. You may still reject this Agreement if you have not yet used the Card, used the Account, or paid a fee after receiving a billing statement. To reject the Agreement, call us at 866-515-5721 or write us at Bank Card Center, P.O. Box 95516, Las Vegas, NV 89193-5516. If you reject the Agreement, you are not responsible for any fees or charges.

**Arbitration:** This Agreement includes an Arbitration Provision with class action and jury trial waivers. You can reject the Arbitration Provision. See "How to REJECT this agreement to arbitrate" in the Arbitration section. If you do not, it will be part of this Agreement.

**Promise to Pay:** You agree to pay us for all amounts due on your Account, including credit for Purchases, Balance Transfers, and Cash Advances, as well as interest charges and fees. This includes charges made by Additional Cardholders and other Authorized Users.

## ***Definitions***

**Account** means the Credit One Bank card account under this Agreement.

**Authorized User** means any person you allow to use your Account or Card, including Additional Cardholders. If the Authorized User has been issued a Card and you want to terminate the Authorized User, you must notify us by telephone or in writing.

**Balance Transfer** means a transaction we designate that allows you to use your Account to pay another creditor or yourself. Balance Transfers cannot be used to pay us or our affiliates. A Balance Transfer will be subject to the terms of the Balance Transfer offer and this Agreement.

**Card** refers to one or more cards or access devices, including your Account number, that we give you or someone else with your authorization to get credit under this Agreement.

**Cardholder** refers to each person with a card issued in their name.

**Cash Advance** means the use of your Account to obtain funds at a financial institution or the use of a Convenience Check.

**Convenience Check** means a check we issue to you to take a Cash Advance. You may not use these checks to pay us or our affiliates.

**Purchase** means the use of the Account to obtain goods or services.

**Prime Rate** means the highest U.S. Prime Rate in the Money Rates section of The Wall Street Journal on the 25th day of the month, or the next day if that day is not a publication day. If The Wall Street Journal does not publish the U.S. Prime Rate, we may substitute another index.

**we**, **us**, **our**, and **Credit One Bank** refer to Credit One Bank, N.A., the issuer of your Card.

**you**, and **your** refer to each person who has applied for the Account and where appropriate, the Authorized User.

## *Features and Use of Your Account*

**Using Your Card:** You may make Purchases wherever the Card is accepted. You may use the Account to obtain Cash Advances, but you may not make more than two Cash Advance transactions per day which may not exceed the lower of your available credit for cash or $200. You may use the Account only for personal, family, or household purposes, and if your Account is used for any other purpose you are still responsible for such use. You may not use the Account for business or commercial purposes. The Account may not be used for online or internet gambling or illegal purposes.

**Your Credit Limit:** We will tell you your credit limit. Keep your Account balance below your credit limit. If you do not, you must still pay us. We may designate part of your credit limit as a Cash Advance limit and part as a Balance Transfer limit. We may change your credit limit(s) at any time, without notice. You may use a portion of your credit limit for Cash Advances and Balance Transfers. Each Purchase, Cash Advance, and Balance Transfer obtained will reduce the amount of available credit under your credit limit until it is repaid. We may delay increasing your available credit by the amount of any payment that we receive for up to 12 calendar days.

**Credit Limit Increase:** To request a credit limit increase contact the Customer Service number on your statement. We may impose a fee for processing the request.

**Credit Authorizations:** We may decline to authorize a transaction for any reason. We will not be liable to you if we decline a transaction or if anyone refuses any use of your Card.

**Automatic Billing:** You may set up automatic billing with a merchant. You authorize us to provide an updated Account number or Card expiration date to any merchant at our discretion. Contact the merchant to stop automatic billing.

**Joint Accounts:** If this is a joint account, each of you is responsible individually and together for all amounts owed. Each of you is responsible even if the Account is used by only one of you. You will continue to be liable for the entire balance of the Account, even if your co-applicant is ordered by a court to pay us. You will remain liable to us if your co-applicant fails to pay as ordered by the court. Your Account status will continue to be reported to the credit reporting agencies under each of your names. The delivery of notices or billing statements to either of you serves as delivery to each of you. We may rely on instructions given by either of you. We are not liable to either of you for relying upon such instructions.

**Electronic Access:** Applications (apps) on electronic devices (such as mobile wallets) can store your Card and can be used to get credit under this Agreement. Such transactions are covered by this Agreement. Apps may have separate terms of use. We are not responsible if you violate those terms or for any consequences from violating those terms.

**Additional Cardholder:** At your request, we may, at our discretion, issue, in the name of another person, an additional Card on your Account. That person is an Additional Cardholder, as well as an Authorized User. An Additional Cardholder has access to certain Account information including balance, available credit and payment information. If you advise us that the Additional Cardholder is your spouse, information regarding the Account will be provided to consumer reporting agencies in your name as well as in the name of the Additional Cardholder. By requesting that we add an Additional Cardholder to your Account, you represent that you (1) have the consent of the Additional Cardholder to be added to the Account, (2) have provided a copy of this Agreement to the Additional Cardholder, and (3) if the Additional Cardholder is your spouse, you have told the Additional Cardholder that Credit One Bank will furnish credit information about them to the credit reporting agencies in connection with the Account. The Additional Cardholder may report the Card lost or stolen and may remove him or herself from the Account.

## *Interest Rates and Interest Changes*

**Annual Percentage Rates (APRs):** See the Pricing Summary for your APRs. The APR for Balance Transfers will be the same as the APR for standard Purchases, unless a promotional rate applies.

**Variable Rates:** Your Pricing Summary indicates whether you have any variable APRs. Variable APRs are determined by adding to the Prime Rate the number of percentage points ("margin") specified in the Pricing Summary. Variable APRs will increase or decrease when the Prime Rate changes. The APR change will take effect beginning with billing cycles that end on or after the first day of the month after the month in which the Prime Rate changes. An increase in the APR will increase your interest charges and may increase your Minimum Payment Due.

**Average Daily Balance Method (including new transactions):** We calculate interest each billing cycle by first figuring the "average daily balance" for each type of balance. Standard Purchases, standard Cash Advances, standard Balance Transfers, and each promotional offer, are all types of balances.

For each type of balance, for each billing cycle, we start with the balance on the last day of your previous billing cycle. We subtract any unpaid interest. This is the beginning balance each day. Each day of the billing cycle we subtract any new payments and credits applied to that type of balance. We

add any new transactions and fees for that type of balance. We add Purchases, Cash Advances, and Balance Transfers on the post date. We add transaction fees on promotional rate and non-promotional rate Balance Transfers to the same type of balance as the transaction. We add all other fees to the standard Purchase balance. This gives us the daily balance for that type of balance, except that if the daily balance is negative, we treat it as zero. We then add up all of the daily balances and divide by the number of days in the billing cycle. This gives us the "average daily balance" for that type of balance. We multiply the average daily balance by the applicable monthly periodic rate (the APR divided by 12). This gives us the interest charged for that type of balance for that billing cycle. This interest is included in the Account balance on the last day of the billing cycle. The results for all types of balances are then added together to determine the total interest charged that billing cycle.

**When Interest Begins:** We begin to impose interest on a transaction or fee from the day we add it to the daily balance. We continue to impose interest 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 billing statement by the Payment Due Date shown on that billing statement, we will not impose interest on new Purchases paid by the Payment Due Date on your current billing statement. The Payment Due Date will be at least 24 days after the close of the billing cycle. If you have been paying your Account balance in full and thereby avoiding interest on Purchases, but then do not pay the next New Statement Balance in full by the Payment Due Date, in that billing cycle we will start charging interest on the unpaid portion of your balance.

## ***Fees***

See the Pricing Summary for additional Fee information.

**Annual Fee:** If your Account is subject to an Annual Fee, the amount and when it is billed is shown on the Pricing Summary. The Annual Fee is billed to the Account until the Account is closed and the outstanding balance is paid in full. The Annual Fee is refundable as long as you cancel your Account and have not used your card for any Purchases, Cash Advances, or Balance Transfers and you have not made a payment.

**Credit Limit Increase Fee:** If a fee is imposed for processing a Credit Limit increase request, we will tell you the amount of the fee at the time of your request and before you agree to it.

**Foreign Transaction Fee:** We add this fee, unless "None" is stated in the Pricing Summary table, for each purchase made outside the U.S. (A purchase is made outside the U.S. unless it is made with a U.S. merchant, processed completely in the U.S., and in U.S. dollars.) The fee is a percentage of the U.S. dollar amount of the purchase.

**Optional Express Payment Service Fee:** If a representative of ours helps expedite your payment, we may impose an Express Payment fee. You will be informed of the amount of the fee before you complete the transaction.

**Duplicate Statement Fee:** If you request a duplicate copy of a monthly statement, for any purpose other than to assert a billing error, you will be charged a fee of up to $10 for each statement copy requested.

**Sales Slip Request Fee:** If you request a copy of a sales slip, for any purpose other than to resolve a dispute about the charges on your Account, you will be charged a fee of $6 for each sales slip copy requested.

**Replacement Card Fee:** If you request a replacement card, a Replacement Card Fee of up to $25 may be charged to your Account.

## ***Payments***

**Minimum Payment Due:** See the Pricing Summary for the minimum payment requirements.

**Small Balances:** As it is uneconomical for both you and us to process payments or maintain credits that are $1 or less in amount, you agree as follows: (1) In any billing cycle in which you have had no transactions and your New Balance on the billing date is $1 or less, the balance will be rounded to zero and you will not receive a bill for this amount. (2) In the event that you have a credit balance of $1 or less for two consecutive billing cycles, the balance will be rounded to zero and you will not receive a refund of this amount.

**Payment Instructions:** You must pay us in U.S. dollars, in funds on deposit in the U.S. 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.

**Irregular Payments:** Any payment submitted in offer of settlement of a disputed debt, including any item containing a notation such as "paid in full," and any other item with a restrictive endorsement, must be sent to: Credit One Bank, P.O. Box 95516, Las Vegas, NV 89193-5516. We can accept

late payments, partial payments, and checks or other items with restrictive endorsements at any other address without losing any of our rights under this Agreement.

**Postdated Checks:** You agree that we need not examine any payment check to confirm that it is not postdated and that we may deposit any postdated check on the day we receive it.

**Payment Allocation:** We apply payments up to the Minimum Payment Due and credits at our discretion, which may result in balances at lower APRs being paid first and higher interest charges. Payments over the Minimum Payment Due will be applied to balances with higher APRs first.

## ***Collecting, Sharing, and Updating Information***

**Customer Privacy:** We send you our Privacy Policy when you open your Account and thereafter in accordance with applicable law. 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. You accept the terms of our Privacy Policy when you use the Account. Contact us or visit CreditOne.com if you would like a copy.

**Information About You:** You authorize us to obtain and/or use information about you from third parties and credit reporting agencies to: (1) verify your identity and/or conduct investigative inquiries; (2) determine your income and credit eligibility; (3) review your Account and provide renewal of credit; (4) verify your current credit standing in order to present future credit limit increases or decreases; (5) qualify you for and present additional lines of credit or other offers; and (6) collect amounts owing on your Account. Upon request, we will tell you the name and address of any credit reporting agency that provided us with information concerning you.

**Furnishing Information:** We may furnish information concerning your Account or credit file to consumer reporting agencies and others who may properly receive that information. If you believe that information we furnished is inaccurate or incomplete, please write us at Credit One Bank, P. O. Box 98873, Las Vegas, NV 89193-8873. Please include your name, address, home phone number and Account number.

**Telephone Calls, Text Messages and Emails Regarding Your Account:** You are providing express written permission and consent authorizing Credit One Bank and our agents, servicers, contractors, subsidiaries, affiliates, officers, and other partners and employees to contact you at any phone number (including mobile, cellular/wireless, or similar devices) or email address you provide at any time, for any lawful purpose. The ways in which we may contact you include live operator, dialing system, automatic telephone dialing systems (auto-dialer), prerecorded and artificial voice message, text/SMS message or email. Phone numbers and email addresses you provide include those you give to us, those from which you, or someone acting on your behalf, contact us or which we obtain through other means. If you provide a phone number for which you are not the owner, you confirm you are authorized to provide that number. Such lawful purposes include, but are not limited to: obtaining information; activation of the card for verification and identification purposes; account transactions or servicing related matters; suspected fraud or identity theft; collection on the Account; and providing information about special products and services. You agree to pay any fee(s) or charge(s) that you may incur for incoming communications from us or outgoing communications to us, to or from any such number or email address, without reimbursement from us.

**Communication Revocation:** You may revoke your authorization for most communications. However, you cannot revoke authorization for fraud related communications or legally required communications. To change your communication preferences or to revoke consent you must write us. Please:

- include your name, mailing address, and the last four digits of your Account number;
- specify whether you are changing your preferences regarding mail, telephone calls, emails, and/or text or SMS messages;
- provide the specific phone number(s) and/or email address for which you are requesting communications to cease;
- send this written notice to: Credit One Bank, P.O. Box 98873, Las Vegas, NV 89193-8873.

Certain communication preferences can be changed on-line. Please log in to your Account to see if that option is available.

**Telephone Monitoring:** You agree that we (and our servicers, agents and contractors) may monitor and record any calls between you and us.

**Updating Your Phone Number:** Notify us immediately if you change mobile or cell phone numbers or plan to give your phone to someone else. It is your responsibility to provide us with a true, accurate and complete mobile number and to maintain and update promptly any changes in this information. You can update your mobile number by calling us at the phone number on the back of your Card.

**Indemnification:** If you provide telephone number(s) for which you are not the subscriber, or fail to notify us when you cease to be the subscriber for a telephone number you previously gave us, you agree to indemnify us, our subsidiaries, affiliates, officers, agents, servicers, contractors, and other partners and employees for any costs and expenses, including reasonable attorneys' fees, incurred as a result of us contacting or attempting to contact you at the number(s). Your obligation under this paragraph shall survive termination of the Agreement.

## *Account Closure*

**Default:** You are in default under this Agreement if (1) bankruptcy or another insolvency proceeding is filed by or against you; (2) we reasonably believe you are unable or unwilling to repay us; (3) you die or are legally incompetent or incapacitated; (4) you fail to comply with the terms of this Agreement, including failing to make a required payment when due, exceeding your credit limit or using your Card or Account for an illegal transaction; (5) you give us misleading, false, incomplete or incorrect information or fail to give us any information we deem necessary; or (6) if you no longer permanently reside in the United States or its territories. If you are in default, we may declare the entire Account balance immediately due and payable without advance 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.

**Closing Your Account:** You may close your Account at any time. You will remain responsible for any amount you owe us under this Agreement. Any joint Cardholder may cancel a joint Account. However, both of you will remain responsible for paying all amounts owed. If your Account is subject to an Annual Fee, the fee will continue to be charged until you pay your outstanding balance in full.

We may cancel, suspend or not renew your Card, Account, or access to the credit line at any time and for any reason without notice. If your Account is closed by us, the Annual Fee will continue to be charged until you pay your outstanding balance in full.

However, when your Account is closed, if there is: (1) a debit balance of $1 or less, that balance will be rounded to zero and you will not be required to pay this amount; or (2) a credit balance of $1 or less, that balance will be rounded to zero and this amount will not be refunded to you. The rounding to zero may occur after your closing statement cycles, and you may not receive a statement reflecting the rounding.

## *Arbitration Agreement*

**PLEASE READ CAREFULLY—IMPORTANT—AFFECTS YOUR LEGAL RIGHTS**

This agreement to arbitrate provides that you or we can require controversies or disputes between us to be resolved by BINDING ARBITRATION. You have the right to REJECT this agreement to arbitrate by using the procedure explained below.

If you do not reject this agreement to arbitrate, you GIVE UP YOUR RIGHT TO GO TO COURT and controversies or disputes between us will be resolved by a NEUTRAL ARBITRATOR INSTEAD OF A JUDGE OR JURY, using rules that are simpler and more limited than in a court. Arbitrator decisions are subject to VERY LIMITED REVIEW BY A COURT. Arbitration will proceed INDIVIDUALLY— CLASS ACTIONS AND SIMILAR PROCEDURES WILL NOT BE AVAILABLE TO YOU.

**Agreement to Arbitrate:** You and we agree that either you or we may, without the other's consent, require that controversies or disputes between you and us (all of which are called "Claims"), be submitted to mandatory, binding arbitration. This agreement to arbitrate is made pursuant to a transaction involving interstate commerce, and shall be governed by, and enforceable under, the Federal Arbitration Act (the "FAA"), 9 U.S.C. §1 et seq., and (to the extent State law is applicable), the laws of the State of Nevada.

For purposes of this agreement to arbitrate, "you" includes you, any co-applicant, any Authorized User (including Additional Cardholders), or anyone else connected with you or claiming through you; and "we" or "us" includes Credit One Bank, N.A., all of its parents, subsidiaries, affiliates, successors, predecessors, employees, and related persons or entities, and all third parties who are regarded as agents or representatives of us in connection with the subject matter of the claim or dispute at issue.

**Covered Claims:** Claims subject to arbitration include, but are not limited to, any controversies or disputes arising from or relating in any way to your Account; any transactions involving your Account; any disclosures made to you concerning your Account; any interest, charges, or fees assessed on your Account; any service(s) or programs related to your Account; and, if permitted by the rules of the arbitration forum, any collection of debt related to your Account. Claims also include controversies or disputes arising from or relating in any way to advertising, solicitations, or any application for, approval of, or establishment of your Account. Claims subject to arbitration include any controversies or disputes based on any theory of law, whether contract, tort, statute, regulation, common law, or equity, or whether they seek legal or equitable remedies. All Claims are subject to arbitration whether they arose in the past, may currently exist, or may arise in the future. Arbitration will apply even if your Account is closed, you pay us in full any outstanding debt you owe, or you file for bankruptcy. Also, controversies or disputes about the validity, enforceability, coverage, meaning, or scope of this agreement to arbitrate or any part thereof are subject to arbitration and are for the arbitrator to decide. Any questions about what Claims are subject to arbitration shall be resolved by interpreting this agreement to arbitrate in the broadest way the law will allow it to be enforced.

**Claims Not Covered:** Claims (whether brought initially or by counter or cross-claim) are not subject to arbitration if they are filed by you or us in a small claims court, so long as the case remains in such court and only individual claims for relief are advanced in the case.

**No Class Arbitration or Consolidation or Joinder of Parties:** Class actions and other similar procedures in which individuals seek to represent similarly situated individuals or seek relief on behalf of the general public, and consolidation or joinder of Claims (except for claimants on the same account), are NOT available under this agreement to arbitrate. Claims in arbitration will proceed on an INDIVIDUAL basis only:

> UNLESS YOU REJECT THIS AGREEMENT TO ARBITRATE, YOU AND WE WAIVE THE RIGHT TO ASSERT OR PARTICIPATE IN A CLASS ACTION OR ANY REPRESENTATIVE OR CONSOLIDATED PROCEEDING IN COURT OR IN ARBITRATION.

The arbitrator shall have no authority to entertain any Claim as a class action or private attorney general action or on any other similar representative basis, nor shall the arbitrator have any authority to consolidate or join Claims brought by separate claimants (except for claimants on the same account). This also means that the arbitrator 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.†

†**Notice to California Account Holders:** This agreement to arbitrate shall not be construed to prevent you from seeking in the arbitration the remedy of public injunctive relief if (a) you reside in California, (b) you resided in California at the time you entered into this agreement to arbitrate, or (iii) the billing address for your Account is a California address (hereafter, "California Account Holder").

**Initiation of Arbitration:** The arbitration shall be administered by the American Arbitration Association ("AAA") before a single arbitrator under the AAA's Consumer Arbitration Rules, or by a mutually agreeable administrator, before a single arbitrator, as modified by this arbitration provision. Information about the arbitration process for AAA can be obtained from the AAA at www.adr.org. The arbitrator shall be selected from the AAA (or mutually agreeable administrator) panel of neutrals then active on the roster maintained by the AAA (or mutually agreeable administrator) office located in the city of or nearest to your billing address and, unless otherwise mutually agreed, the arbitrator shall be a retired federal judge, a retired state appellate judge, a retired state trial judge, or a lawyer with at least 15 years of experience in that order of preference.

In the event that the AAA or mutually agreeable administrator is unable or unwilling 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).

**Arbitration Procedures and Applicable Law; Offer of Settlement:** Unlike a lawsuit in state or federal court, arbitration is conducted by a private organization that specializes in alternative dispute resolution. Disputes in arbitration are decided by a neutral arbitrator instead of a judge or jury. You may represent yourself in arbitration, or you may be represented by a lawyer.

Under this agreement to arbitrate, a single arbitrator designated by the arbitration administrator will decide the Claim under applicable law. The arbitrator is bound by the terms of this agreement to arbitrate. The AAA or mutually agreeable administrator will apply its code of procedures in effect at the time the arbitration claim is filed. If there is a conflict between that code of procedures and this arbitration provision and/or any sections of this Card Agreement, this arbitration provision and/or this Card Agreement will control. The arbitrator will honor all claims of privilege recognized by law. Subject to the prohibition on class, representative, and consolidation procedures set forth above, the arbitrator will have the power to award to a party any damages or other relief (including relief in equity) provided for under applicable law. That is, a party will be entitled to recover in arbitration any damages or other relief that it could recover if it prevailed in a court proceeding. An arbitrator's award shall consist of a written statement setting forth the disposition of each Claim. At the request of any party, the arbitrator shall also set forth a written explanation of the essential findings and conclusions on which the award is based. An arbitration award shall decide the rights and obligations only of the parties named in the arbitration, and shall not have any bearing on another person or dispute.

If your Claim is for $10,000 or less, you may choose whether the arbitration will be conducted solely on the basis of documents, in a telephonic hearing, or in an in-person hearing.

Any in-person hearing will take place in the federal judicial district that includes your billing address at the time the Claim is filed, unless the parties agree to a different place.

**The Arbitrator's Decision:** The arbitrator's decision will be final and binding on the parties. A party can file a written appeal to the arbitration administrator within thirty (30) days after an award is issued. The appeal will proceed before a panel of three neutral arbitrators designated by the same arbitration administrator. The panel will decide anew all factual and legal issues, following the same rules of procedure, by majority vote any aspect of the original decision objected to. The costs of such an appeal will be borne in accordance with the below paragraph entitled "Fees and Costs". Any review by a court shall be governed by the Federal Arbitration Act. Any final arbitration award will be binding on the named parties and enforceable by any court having jurisdiction.

**Fees and Costs:** We will pay any costs that are required to be paid by us under the arbitration administrator's rules of procedure. If you file the arbitration, you will pay your share of the initial filing fee, unless you seek and qualify for a fee waiver under the applicable rules of the arbitration

administrator. The party filing an appeal shall be responsible for all filing fees and costs of the appeal unless prohibited by administrator's rules of procedure. All parties are responsible for their own attorney's fees, expert fees and any other expenses, unless the arbitrator awards such fees or expenses to you or us if allowed by applicable law.

**Other Parties Subject to this Agreement to Arbitrate:** In addition to you and us, the rights and duties described in this agreement to arbitrate apply to: any third party co-defendant of a claim subject to this arbitration provision; all joint account holders, Additional Cardholders, and Authorized Users of your Account(s).

**How to REJECT this Agreement to Arbitrate:** You can reject this agreement to arbitrate but only if we receive from you a written notice of rejection within 45 days after it was first provided to you. To reject this agreement to arbitrate you must send the notice of rejection to: Credit One Bank, Attention: Arbitration Opt Out, P. O. Box 98873, Las Vegas, NV 89193-8873. Rejection notices sent to any other address will not be accepted or effective. If you decide to reject this agreement to arbitrate in writing, your notice must state that you reject this agreement to arbitrate and include your name, address, account number, and personal signature. Rejection of arbitration will not affect your other rights or responsibilities under this Card Agreement.

**Survival, Severability, and Amendment of Terms:**
*Survival.* This agreement to arbitrate shall survive changes in the Agreement and termination of the Account or the relationship between you and us, including the bankruptcy of any party and any transfer or sale of your Account, or amounts owed on your Account, to another person or entity.
*Severability.* If any part or parts of your agreement to arbitrate are declared unenforceable, then such specific part or parts shall be of no force or effect and shall be severed, but the remainder of this agreement to arbitrate shall continue in full force and effect. If, however, the entire agreement to arbitrate or your waiver of the right to bring or participate in a class or representative action or in consolidation procedures is unenforceable, then the agreement to arbitrate shall be of no force or effect. Notwithstanding the preceding sentence, with respect to California Account Holders, if arbitration is unenforceable, in whole or in part, you and we agree to resolve any Claim by a judicial reference proceeding as described above.
*Amendment in Writing Only.* This agreement to arbitrate may not be amended, severed, or waived, except as expressly provided in the Agreement or in a written agreement between you and us.

## *Other Information*

**Transactions in Foreign Currencies:** If you make a transaction at a merchant that settles in a currency other than U.S. dollars, Mastercard International Incorporated or Visa Incorporated will convert that charge into a U.S. Dollar amount. That conversion will be done at a rate selected by Mastercard or Visa from the range of rates available in wholesale currency markets for the applicable central processing date, which rate may vary from the rate Mastercard or Visa itself receives, or the government-mandated rate in effect for the applicable central processing date. The currency conversion rate used on the processing date may differ from the rate that would have been used on the purchase date or on the date the transaction is posted to your Account. You agree to pay the converted amount, including any charges for the conversion that may be imposed as described above.

**Changes to Your Agreement:** The rates, fees and terms of this Agreement may change and we may add or delete any term to this Agreement, consistent with applicable law. We will give you advance written notice of these changes and a right to reject the change, if required by law.

**Unauthorized Use:** Notify us immediately if your Card is lost or stolen or you suspect that someone is using your Card or Account without your permission.

**Assignment:** We may assign any or all of our rights and obligations under this Agreement. You may not assign any of your rights or obligations under this Agreement.

**No Waiver:** We will not lose our rights under this Agreement because we delay or do not enforce them.

**Governing Law:** This Agreement is governed by and interpreted in accordance with the laws applicable to national banks, and, where no such laws apply, by the laws of the State of Nevada, excluding the conflicts of law provisions thereof, regardless of your state of residence.

**Conformance with Law; Severability:** If any part of this Agreement conflicts with applicable law, that provision will be considered modified to conform to applicable law. If any part of this Agreement is invalid, the rest shall remain in effect, except as otherwise noted in the Arbitration Provision.

## *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 the Billing Inquiries address on the statement.

In your letter, give us the following information:

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

You must contact us:

- Within 60 days after the error appeared on your statement.
- At least 3 business days before an automated payment is scheduled, if you want to stop payment on the amount you think is wrong.

You must notify us of any potential errors in writing. You may call us, but if you do we are not required to investigate any potential errors and you may have to pay the amount in question.

**What Will Happen After We Receive Your Letter**

When we receive your letter, we must do two things:

1. Within 30 days of receiving your letter, we must tell you that we received your letter. We will also tell you if we have already corrected the error.
2. Within 90 days of receiving your letter, we must either correct the error or explain to you why we believe the bill is correct.

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

- We cannot try to collect the amount in question, or report you as delinquent on that amount.
- The charge in question may remain on your statement, and we may continue to charge you interest on that amount.
- While you do not have to pay the amount in question, you are responsible for the remainder of your balance.
- We can apply any unpaid amount against your credit limit.

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

*If we made a mistake:* You will not have to pay the amount in question or any interest or other fees related to that amount.

*If we do not believe there was a mistake:* You will have to pay the amount in question, along with applicable interest and fees. We will send you a statement of the amount you owe and the date payment is due. We may then report you as delinquent if you do not pay the amount we think you owe.

If you receive our explanation but still believe your bill is wrong, you must write to us within 10 days telling us that you still refuse to pay. If you do so, we cannot report you as delinquent without also reporting that you are questioning your bill. We must tell you the name of anyone to whom we reported you as delinquent, and we must let those organizations know when the matter has been settled between us.

If we do not follow all of the rules above, you do not have to pay the first $50.00 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 $50.00. (Note: Neither of these are necessary if your purchase was based on an advertisement we mailed to you, or if we own or operate the company that sold you the goods or services.)
2. You must have used your credit card for the purchase. Purchases made with cash advances from an ATM or with a check that accesses your credit card account do not qualify.
3. You must not yet have fully paid for the purchase.

If all of the criteria above are met and you are still dissatisfied with the purchase, contact us in writing at the Billing Inquiries address shown on your statement.

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

## ***Rewards Program Supplement***

This document ("Supplement") describes the terms and conditions of the Credit One Bank Cash Back Rewards Program ("Program") and supplements the Card Agreement that governs your credit card account issued by Credit One Bank, N.A. (the "Account"). By using the Account, you agree to participate in the Program. Your participation is subject to the terms of the Card Agreement, including the arbitration agreement, if applicable, and this Supplement. In the event of a conflict between the Card Agreement and this Supplement, with respect to matters relating to the Program, this Supplement controls.

**Earning Cash Back Rewards:** You earn cash back rewards for purchases using your Account minus returns, refunds, disputed charges and fraudulent transactions ("Net Eligible Purchases"), as follows:

- 5% cash back rewards for the first $5,000 in Net Eligible Purchases per calendar year on:
  - gasoline (Service Stations, Automated Fuel Dispensers, Petroleum and Petroleum Products, Marinas and Marine Services),
  - grocery (Grocery Stores and Supermarkets, Freezer and Meat Provisioners, Miscellaneous Food Stores – Convenience Stores and Specialty Markets),
  - mobile phone service (Telecommunication Equipment and Telephone Sales, Telecommunication Services, including Local and Long-Distance Calls, Credit Card Calls, Calls Through Use of Magnetic-Stripe-Reading Telephones, and Fax Services), and
  - internet, cable and satellite TV subscription services (Cable, Satellite and Other Pay Television/Radio/Streaming Services, Computer Network/Information Services), and then
  - 1% thereafter.

- Certain non-eligible purchases. You will only earn 1% cash back rewards, not 5% for:
  - any purchase at a warehouse club (including but not limited to Sam's Club, Costco, and BJ's).
  - groceries purchased at stores that sell groceries and other products like drugstores and convenience stores or at smaller stores like bakeries, candy, nut, or confection stores.
  - purchases for oil or propane or at home heating companies; and
  - purchases made with PayPal or at a discount supercenter (including but not limited to Walmart® and Target®).

- 1% cash back rewards on all other purchases, including, the non-eligible purchases listed above.

You do not earn cash back rewards on Cash Advances, Balance Transfers, unauthorized charges, items returned for credit, interest, fees, and other charges. If your Account is in default, as defined in your Card Agreement, at the time the cash back rewards are to be posted to your Account, you WILL NOT receive the applicable credit. Cash back rewards have no cash value; however, when redeemed in accordance with the Program have a redemption value. See "**Redeeming Cash Back Rewards**" below. Cash back rewards may not be transferred to any other person including through such events as inheritance, bankruptcy or divorce.

Earning and accruing cash back rewards is not limited as long as your Account is in good standing, and you may have a negative cash back rewards balance (because of returns and other post transaction actions). If your Account has a negative cash back rewards balance, any newly earned cash back rewards will be used to offset that negative balance until that balance has been brought to zero. As long as your Account is in good standing, your cash back rewards do not expire. Cash back rewards are forfeited 90 days after your Account is closed by you or us. If we find evidence of misuse, fraud or the Account is in default, as defined in your Card Agreement, no redemptions of your cash back rewards, automatic or manual, will be permitted; provided that if your Account is closed because of nonpayment, you will have 90 days to redeem any cash back rewards from the date the notice is sent to you. See "**Redeeming Cash Back Rewards.**" Cash back rewards from separate accounts cannot be combined. Authorized Users earn cash back rewards on the Account, but only the primary Cardholder may redeem cash back rewards.

**Merchant Categories:** Merchants who accept credit cards are assigned a merchant code, which is determined by the merchant or its processor in accordance with the applicable credit card network's procedures based on the kinds of products and services they primarily sell. We have no control over merchant codes. Please note:

- We make every effort to include all relevant merchant codes in our cash back rewards categories. However, even though a merchant or some of the items that it sells may appear to fit within a cash back rewards category, the merchant may not have a merchant code in that category or may not use an eligible merchant code. When this occurs, Purchases with that merchant will not qualify for cash back rewards on purchases in that category.
- A merchant with more than one location may submit Purchases using different codes, including codes that are not eligible under this Program. This means that Purchases from the same merchant at a different location may result in no cash back rewards. Purchases made without an eligible code WILL NOT qualify for cash back rewards.
- Purchases submitted by you, an authorized user, or the merchant through third-party payment accounts, mobile or wireless card readers, online or mobile digital wallets, or similar technology will not qualify in a cash back rewards category if the technology is not set up to process the purchase in that cash back rewards category.

**Redeeming Cash Back Rewards:** Cash back rewards may be redeemed automatically ("Automatic Redemption") only for statement credits; or redeemed manually ("Manual Redemption"), for statement credits, gift cards, or other goods or services. You can switch between Automatic and Manual Redemption, but in order to do so, you must have an online Account that you can access via CreditOneBank.com or the Credit One Bank Mobile App. All cash back rewards redemptions are subject to terms and conditions set forth in this Supplement and at https://www.creditonebank.com/rewardsredemptionterms.

- Manual Redemption: Upon Account opening, your Account will be set to Manual Redemption. Cash back rewards will post to your Account within thirty-seven days after a Net Eligible Purchase posts to your Account. The amount of cash back rewards you need to redeem for consumer goods and services will be determined at redemption and may change without notice. The most up-to-date amount of cash back rewards you have available to redeem (which reflects any adjustments, transfers, or redemptions) is available online or by calling the customer service number and may differ from the available cash back rewards shown on your last monthly billing statement.
- Automatic Redemption: Cash back rewards may be redeemed automatically as statement credits. To do so, you must change your redemption setting from Manual Redemption to Automatic Redemption. If you switch from Manual to Automatic Redemption, any cash back reward balance accrued while your Account has a Manual Redemption setting will be applied to your Account as a statement credit in any month your redemption setting is set to Automatic Redemption as of 3:00 p.m. Central Time on the first day of the month. We will post a statement credit to your Account within thirty-seven days after the end of the month based on the Net Eligible Purchases posted to your Account from the first day to the last day of the current month. You will receive an automatic rewards credit on each statement that has at least one Net Eligible Purchase.

**Feedback:** If you send or transmit any communications, comments, questions, suggestions, or related materials, whether by letter, e-mail, telephone, or otherwise (Feedback), suggesting or recommending changes to the Program or how cash back rewards are fulfilled, including, without limitation, new features or functionality, you grant us and any of our vendors a perpetual right to use the Feedback for our own and their own, respective internal business purposes. Further, we, our service providers, vendors, and any subcontractors disclaim any liability to you for any such use of Feedback for our or their own, respective internal business purpose.

**Consumer Goods/Services Disclaimer: BY PARTICIPATING IN THE PROGRAM, YOU ACKNOWLEDGE AND AGREE THAT CREDIT ONE BANK AND ITS VENDORS ARE ONLY PROVIDING THE PROGRAM TO EARN AND REDEEM CASH BACK REWARDS AND NOT PROVIDING CONSUMER GOODS OR SERVICES. CREDIT ONE BANK AND ITS VENDORS ARE NOT INVOLVED IN WARRANTING ANY CONSUMER GOODS OR SERVICES WHICH YOU MAY ACQUIRE UTILIZING THE PROGRAM AND REDEMPTION SERVICES. CREDIT ONE BANK AND ITS VENDORS DO NOT MAKE, AND AFFIRMATIVELY DISCLAIM, ANY AND ALL WARRANTIES, EXPRESS OR IMPLIED, WITH RESPECT TO SUCH CONSUMER GOODS OR SERVICES, INCLUDING WITHOUT LIMITATION, ANY WARRANTY OF MERCHANTABILITY, SUITABILITY FOR A PARTICULAR PURPOSE, OR AGAINST INFRINGEMENT. WARRANTIES FOR CONSUMER GOODS AND SERVICES ARE LIMITED TO THE APPLICABLE THIRD-PARTY SUPPLIER'S WARRANTIES AND RETURN POLICIES. BY PARTICIPATING IN THE PROGRAM, YOU ACKNOWLEDGE AND AGREE TO LOOK SOLELY TO THE APPLICABLE MERCHANT PROVIDING THE CONSUMER GOODS AND/OR SERVICES REDEEMED OR PURCHASED BY YOU UTILIZING THE PROGRAM FOR ANY WARRANTY, REMEDY, OBLIGATION AND/OR LIABILITY WITH RESPECT TO SUCH CONSUMER PRODUCTS AND/OR SERVICES. BY PARTICIPATING IN THE PROGRAM, YOU RELEASE CREDIT ONE BANK AND ITS VENDORS FROM ANY AND ALL LIABILITY WITH RESPECT TO SUCH CONSUMER GOODS AND SERVICES.**

**Information Disclaimer: IN THE COURSE OF PROVIDING THE PROGRAM AND REDEMPTION SERVICE FOR CONSUMER GOODS AND/OR SERVICES, CREDIT ONE BANK AND/OR ITS VENDORS MAY INTEGRATE WITH THIRD-PARTY SUPPLIERS SELECTED OR CHANGED BY CREDIT ONE BANK AND/OR ITS VENDORS, IN THEIR SOLE DISCRETION, FOR THE FULFILLMENT OF SUCH CONSUMER GOODS AND/OR SERVICES REDEEMED OR PURCHASED UTILIZING THE PROGRAM. IN ORDER TO FACILITATE FULFILLMENT OF THE CONSUMER GOODS AND SERVICES WITH THE THIRD-PARTY SUPPLIERS, CREDIT ONE BANK AND/OR ITS VENDORS MAY SEND YOUR REQUIRED PERSONAL AND OTHER INFORMATION (WHICH CAN INCLUDE, BUT IS NOT LIMITED TO FIRST NAME, LAST NAME, SHIPPING ADDRESS, PHONE NUMBER AND EMAIL ADDRESS) TO THIRD-PARTY SUPPLIERS TO FACILITATE THE PURCHASE OR REDEMPTION. BY PARTICIPATING IN THE PROGRAM AND REDEEMING CASH BACK REWARDS FOR CONSUMER GOODS OR SERVICES, YOU THEREFORE AGREE THAT CREDIT ONE BANK AND ITS VENDORS WILL NOT BE HELD RESPONSIBLE AND YOU HEREBY RELEASE CREDIT ONE BANK AND ITS VENDORS FROM ANY LIABILITY FOR YOUR INFORMATION AFTER IT IS INPUT INTO THE REDEMPTION FULFILLMENT SERVICES, FOR THE EXCLUSIVE BENEFIT OF, AND USE BY, THE THIRD-PARTY SUPPLIER, BY YOU AND CORRECTLY TRANSMITTED TO THE THIRD-PARTY SUPPLIER FOR ORDER FULFILLMENT. AFTER YOUR INFORMATION IS PLACED INTO THE REDEMPTION FULFILLMENT SERVICE, YOUR INFORMATION SHALL BE SUBJECT TO THE PRIVACY POLICY AND TERMS OF SUCH THIRD-PARTY SUPPLIER.**

**Program Restrictions:** Cash back rewards posted as a statement credit will reduce the balance on your Account but will not count as payments. You will still be required to pay at least the Minimum Payment Due as shown on your billing statement each month. You WILL NOT earn cash back rewards for Purchases made while your Account is in default as defined within your Card Agreement. This Program excludes Accounts already enrolled in a different Credit One Bank cash back or other rewards program.

**Changes:** The Program may be changed (added to, modified, or deleted) by us at any time, including without limitation changes to the definition of eligible and non-eligible purchases. We will give you prior notice to the extent required by law. Any revision may affect your ability to earn or redeem cash back rewards.

**Termination:** We may suspend or terminate the Program or your participation in the Program at any time and will give you prior notice to the extent required

by law. If we suspend or terminate the Program or your participation in the Program, you will have 90 days to redeem any cash back rewards from the date the notice is sent to you. See "**Redeeming Cash Back Rewards**."

**Limited Liability:** Unless otherwise required by law, this Program, or our Card Agreement with you, we will not be liable to you or anyone making a claim on your behalf, in connection with: (1) any change or termination of the Program; (2) any loss, damage, expense or inconvenience caused by any occurrence outside of our control; (3) any taxes that you incur as a result of receiving cash back rewards, payment of which taxes will be your responsibility; (4) any merchandise or services you purchase, or for any direct, indirect or consequential damages with respect to the use of your Account. In any event, any liability that Credit One Bank may have to you in connection with the Program shall be limited to the amount of any cash back rewards you have earned in this Program. The Program and cash back rewards are void or limited where prohibited or restricted, respectively, by federal, state, or local law.

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# *CARD AGREEMENT*

## *Pricing Summary*

| Interest Rates and Interest Charges | |
|---|---|
| **ANNUAL PERCENTAGE RATE (APR) for Purchases** | **29.74%**<br>This APR will vary with the market based on the Prime Rate. |
| **ANNUAL PERCENTAGE RATE (APR) for Balance Transfers** | **15.99%** introductory APR for 9 billing cycles from the date the balance transfer is posted to the account for all balances transferred within 60 days of account opening.<br>After that, your APR will be **29.74%.** This APR will vary with the market based on the Prime Rate. |
| **ANNUAL PERCENTAGE RATE (APR) for Cash Advances** | **31.74%**<br>This APR will vary with the market based on the Prime Rate. |
| **Paying Interest** | Your due date is at least 24 days after the close of each billing cycle. We will not charge you any interest on Purchases if you pay your entire balance by the due date each month. We will begin charging interest on Cash Advances and Balance Transfers from the posting date. |
| **Minimum Interest Charge** | If you are charged interest, the charge will be no less than $1.00. |
| **For Credit Card Tips from the Consumer Financial Protection Bureau** | **To learn more about factors to consider when applying for or using a credit card, visit the website of the Consumer Financial Protection Bureau at http://www.consumerfinance.gov/learnmore.** |
| **Fees** | |
| **Annual Fee** | **$95** |
| **Transaction Fees**<br>• Balance Transfer<br>• Cash Advance<br>• Foreign Transaction | <br>• Either **$10** or **5%** of the amount of each Balance Transfer, whichever is greater.<br>• Either **$10** or **5%** of the amount of each Cash Advance, whichever is greater.<br>• None |
| **Penalty Fees**<br>• Late Payment<br>• Returned Payment | <br>• Up to **$39***<br>• Up to **$39**** |

**How We Will Calculate Your Balance:** We use a method called "average daily balance (including new Purchases)." See your Card Agreement for more details.

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

***Late Payment Fee:** We will charge the maximum safe harbor amount, which is set annually in accordance with 12 C.F.R. 1026.52(b)(1)(ii)(D). Currently the fee is $29, unless you incurred a Late Payment Fee during the prior six billing cycles. If you did, the fee is currently $39. This fee will not exceed the related Minimum Payment that was due. We charge a Late Payment Fee to your Account if at least the Amount Due This Period (less any

Late Payment Fee for the current billing cycle) plus any Past Due Amount is not received by 5:00 p.m. PT on the Payment Due Date shown on your statement.

****Returned Payment Fee:** We will charge the maximum safe harbor amount, which is set annually in accordance with 12 C.F.R. 1026.52(b)(1)(ii)(D). If a payment is not honored upon first presentment, even if the payment is later honored, a Returned Payment Fee will be charged to your Account. Currently, the fee is $29, unless you incurred a Returned Payment Fee in the prior six billing cycles. If you did, the fee is currently $39. This fee will not exceed the related Minimum Payment that was due.

**Additional Rate Information:** The monthly periodic rate for the introductory Balance Transfer APR is 1.33250%. The Purchase and non-introductory Balance Transfer APR equals the Prime Rate plus a margin of 22.99%. This corresponds to a monthly periodic rate of 2.47833%. The Cash Advance APR equals the Prime Rate plus a margin of 24.99%. This corresponds to a monthly periodic rate of 2.64500%.

**Minimum Payments:** 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 the sum of:

- 5% of your outstanding balance, rounded up to the next whole dollar, or $30, whichever is greater;
- any Late Payment Fee for the current billing cycle;
- and any Past Due Amount (excluding any past due Late Payment Fees).

## ***The Agreement***

This Agreement, together with the Pricing Summary, is your contract with us.

**Accepting this Agreement:** You accept this Agreement when you use the Account. You may still reject this Agreement if you have not yet used the Card, used the Account, or paid a fee after receiving a billing statement. To reject the Agreement, call us at 866-515-5721 or write us at Bank Card Center, P.O. Box 95516, Las Vegas, NV 89193-5516. If you reject the Agreement, you are not responsible for any fees or charges.

**Arbitration:** This Agreement includes an Arbitration Provision with class action and jury trial waivers. You can reject the Arbitration Provision. See "How to REJECT this agreement to arbitrate" in the Arbitration section. If you do not, it will be part of this Agreement.

**Promise to Pay:** You agree to pay us for all amounts due on your Account, including credit for Purchases, Balance Transfers, and Cash Advances, as well as interest charges and fees. This includes charges made by Additional Cardholders and other Authorized Users.

## ***Definitions***

**Account** means the Credit One Bank card account under this Agreement.

**Authorized User** means any person you allow to use your Account or Card, including Additional Cardholders. If the Authorized User has been issued a Card and you want to terminate the Authorized User, you must notify us by telephone or in writing.

**Balance Transfer** means a transaction we designate that allows you to use your Account to pay another creditor or yourself. Balance Transfers cannot be used to pay us or our affiliates. A Balance Transfer will be subject to the terms of the Balance Transfer offer and this Agreement.

**Card** refers to one or more cards or access devices, including your Account number, that we give you or someone else with your authorization to get credit under this Agreement.

**Cardholder** refers to each person with a card issued in their name.

**Cash Advance** means the use of your Account to obtain funds at a financial institution or the use of a Convenience Check.

**Convenience Check** means a check we issue to you to take a Cash Advance. You may not use these checks to pay us or our affiliates.

**Purchase** means the use of the Account to obtain goods or services.

**Prime Rate** means the highest U.S. Prime Rate in the Money Rates section of The Wall Street Journal on the 25th day of the month, or the next day if that day is not a publication day. If The Wall Street Journal does not publish the U.S. Prime Rate, we may substitute another index.

**we**, **us**, **our**, and **Credit One Bank** refer to Credit One Bank, N.A., the issuer of your Card.

**you**, and **your** refer to each person who has applied for the Account and where appropriate, the Authorized User.

## *Features and Use of Your Account*

**Using Your Card:** You may make Purchases wherever the Card is accepted. You may use the Account to obtain Cash Advances, but you may not make more than two Cash Advance transactions per day which may not exceed the lower of your available credit for cash or $200. You may use the Account only for personal, family, or household purposes, and if your Account is used for any other purpose you are still responsible for such use. You may not use the Account for business or commercial purposes. The Account may not be used for online or internet gambling or illegal purposes.

**Your Credit Limit:** We will tell you your credit limit. Keep your Account balance below your credit limit. If you do not, you must still pay us. We may designate part of your credit limit as a Cash Advance limit and part as a Balance Transfer limit. We may change your credit limit(s) at any time, without notice. You may use a portion of your credit limit for Cash Advances and Balance Transfers. Each Purchase, Cash Advance, and Balance Transfer obtained will reduce the amount of available credit under your credit limit until it is repaid. We may delay increasing your available credit by the amount of any payment that we receive for up to 12 calendar days.

**Credit Limit Increase:** To request a credit limit increase contact the Customer Service number on your statement. We may impose a fee for processing the request.

**Credit Authorizations:** We may decline to authorize a transaction for any reason. We will not be liable to you if we decline a transaction or if anyone refuses any use of your Card.

**Automatic Billing:** You may set up automatic billing with a merchant. You authorize us to provide an updated Account number or Card expiration date to any merchant at our discretion. Contact the merchant to stop automatic billing.

**Joint Accounts:** If this is a joint account, each of you is responsible individually and together for all amounts owed. Each of you is responsible even if the Account is used by only one of you. You will continue to be liable for the entire balance of the Account, even if your co-applicant is ordered by a court to pay us. You will remain liable to us if your co-applicant fails to pay as ordered by the court. Your Account status will continue to be reported to the credit reporting agencies under each of your names. The delivery of notices or billing statements to either of you serves as delivery to each of you. We may rely on instructions given by either of you. We are not liable to either of you for relying upon such instructions.

**Electronic Access:** Applications (apps) on electronic devices (such as mobile wallets) can store your Card and can be used to get credit under this Agreement. Such transactions are covered by this Agreement. Apps may have separate terms of use. We are not responsible if you violate those terms or for any consequences from violating those terms.

**Additional Cardholder:** At your request, we may, at our discretion, issue, in the name of another person, an additional Card on your Account. That person is an Additional Cardholder, as well as an Authorized User. An Additional Cardholder has access to certain Account information including balance, available credit and payment information. If you advise us that the Additional Cardholder is your spouse, information regarding the Account will be provided to consumer reporting agencies in your name as well as in the name of the Additional Cardholder. By requesting that we add an Additional Cardholder to your Account, you represent that you (1) have the consent of the Additional Cardholder to be added to the Account, (2) have provided a copy of this Agreement to the Additional Cardholder, and (3) if the Additional Cardholder is your spouse, you have told the Additional Cardholder that Credit One Bank will furnish credit information about them to the credit reporting agencies in connection with the Account. The Additional Cardholder may report the Card lost or stolen and may remove him or herself from the Account.

## *Interest Rates and Interest Changes*

**Annual Percentage Rates (APRs):** See the Pricing Summary for your APRs. The APR for Balance Transfers will be the same as the APR for standard Purchases, unless a promotional rate applies.

**Variable Rates:** Your Pricing Summary indicates whether you have any variable APRs. Variable APRs are determined by adding to the Prime Rate the number of percentage points ("margin") specified in the Pricing Summary. Variable APRs will increase or decrease when the Prime Rate changes. The APR change will take effect beginning with billing cycles that end on or after the first day of the month after the month in which the Prime Rate changes. An increase in the APR will increase your interest charges and may increase your Minimum Payment Due.

**Average Daily Balance Method (including new transactions):** We calculate interest each billing cycle by first figuring the "average daily balance" for each type of balance. Standard Purchases, standard Cash Advances, standard Balance Transfers, and each promotional offer, are all types of balances.

For each type of balance, for each billing cycle, we start with the balance on the last day of your previous billing cycle. We subtract any unpaid interest. This is the beginning balance each day. Each day of the billing cycle we subtract any new payments and credits applied to that type of balance. We

add any new transactions and fees for that type of balance. We add Purchases, Cash Advances, and Balance Transfers on the post date. We add transaction fees on promotional rate and non-promotional rate Balance Transfers to the same type of balance as the transaction. We add all other fees to the standard Purchase balance. This gives us the daily balance for that type of balance, except that if the daily balance is negative, we treat it as zero. We then add up all of the daily balances and divide by the number of days in the billing cycle. This gives us the "average daily balance" for that type of balance. We multiply the average daily balance by the applicable monthly periodic rate (the APR divided by 12). This gives us the interest charged for that type of balance for that billing cycle. This interest is included in the Account balance on the last day of the billing cycle. The results for all types of balances are then added together to determine the total interest charged that billing cycle.

**When Interest Begins:** We begin to impose interest on a transaction or fee from the day we add it to the daily balance. We continue to impose interest 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 billing statement by the Payment Due Date shown on that billing statement, we will not impose interest on new Purchases paid by the Payment Due Date on your current billing statement. The Payment Due Date will be at least 24 days after the close of the billing cycle. If you have been paying your Account balance in full and thereby avoiding interest on Purchases, but then do not pay the next New Statement Balance in full by the Payment Due Date, in that billing cycle we will start charging interest on the unpaid portion of your balance.

## ***Fees***

See the Pricing Summary for additional Fee information.

**Annual Fee:** If your Account is subject to an Annual Fee, the amount and when it is billed is shown on the Pricing Summary. The Annual Fee is billed to the Account until the Account is closed and the outstanding balance is paid in full. The Annual Fee is refundable as long as you cancel your Account and have not used your card for any Purchases, Cash Advances, or Balance Transfers and you have not made a payment.

**Credit Limit Increase Fee:** If a fee is imposed for processing a Credit Limit increase request, we will tell you the amount of the fee at the time of your request and before you agree to it.

**Foreign Transaction Fee:** We add this fee, unless "None" is stated in the Pricing Summary table, for each purchase made outside the U.S. (A purchase is made outside the U.S. unless it is made with a U.S. merchant, processed completely in the U.S., and in U.S. dollars.) The fee is a percentage of the U.S. dollar amount of the purchase.

**Optional Express Payment Service Fee:** If a representative of ours helps expedite your payment, we may impose an Express Payment fee. You will be informed of the amount of the fee before you complete the transaction.

**Duplicate Statement Fee:** If you request a duplicate copy of a monthly statement, for any purpose other than to assert a billing error, you will be charged a fee of up to $10 for each statement copy requested.

**Sales Slip Request Fee:** If you request a copy of a sales slip, for any purpose other than to resolve a dispute about the charges on your Account, you will be charged a fee of $6 for each sales slip copy requested.

**Replacement Card Fee:** If you request a replacement card, a Replacement Card Fee of up to $25 may be charged to your Account.

## ***Payments***

**Minimum Payment Due:** See the Pricing Summary for the minimum payment requirements.

**Small Balances:** As it is uneconomical for both you and us to process payments or maintain credits that are $1 or less in amount, you agree as follows: (1) In any billing cycle in which you have had no transactions and your New Balance on the billing date is $1 or less, the balance will be rounded to zero and you will not receive a bill for this amount. (2) In the event that you have a credit balance of $1 or less for two consecutive billing cycles, the balance will be rounded to zero and you will not receive a refund of this amount.

**Payment Instructions:** You must pay us in U.S. dollars, in funds on deposit in the U.S. 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.

**Irregular Payments:** Any payment submitted in offer of settlement of a disputed debt, including any item containing a notation such as "paid in full," and any other item with a restrictive endorsement, must be sent to: Credit One Bank, P.O. Box 95516, Las Vegas, NV 89193-5516. We can accept

late payments, partial payments, and checks or other items with restrictive endorsements at any other address without losing any of our rights under this Agreement.

**Postdated Checks:** You agree that we need not examine any payment check to confirm that it is not postdated and that we may deposit any postdated check on the day we receive it.

**Payment Allocation:** We apply payments up to the Minimum Payment Due and credits at our discretion, which may result in balances at lower APRs being paid first and higher interest charges. Payments over the Minimum Payment Due will be applied to balances with higher APRs first.

## ***Collecting, Sharing, and Updating Information***

**Customer Privacy:** We send you our Privacy Policy when you open your Account and thereafter in accordance with applicable law. 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. You accept the terms of our Privacy Policy when you use the Account. Contact us or visit CreditOne.com if you would like a copy.

**Information About You:** You authorize us to obtain and/or use information about you from third parties and credit reporting agencies to: (1) verify your identity and/or conduct investigative inquiries; (2) determine your income and credit eligibility; (3) review your Account and provide renewal of credit; (4) verify your current credit standing in order to present future credit limit increases or decreases; (5) qualify you for and present additional lines of credit or other offers; and (6) collect amounts owing on your Account. Upon request, we will tell you the name and address of any credit reporting agency that provided us with information concerning you.

**Furnishing Information:** We may furnish information concerning your Account or credit file to consumer reporting agencies and others who may properly receive that information. If you believe that information we furnished is inaccurate or incomplete, please write us at Credit One Bank, P. O. Box 98873, Las Vegas, NV 89193-8873. Please include your name, address, home phone number and Account number.

**Telephone Calls, Text Messages and Emails Regarding Your Account:** You are providing express written permission and consent authorizing Credit One Bank and our agents, servicers, contractors, subsidiaries, affiliates, officers, and other partners and employees to contact you at any phone number (including mobile, cellular/wireless, or similar devices) or email address you provide at any time, for any lawful purpose. The ways in which we may contact you include live operator, dialing system, automatic telephone dialing systems (auto-dialer), prerecorded and artificial voice message, text/SMS message or email. Phone numbers and email addresses you provide include those you give to us, those from which you, or someone acting on your behalf, contact us or which we obtain through other means. If you provide a phone number for which you are not the owner, you confirm you are authorized to provide that number. Such lawful purposes include, but are not limited to: obtaining information; activation of the card for verification and identification purposes; account transactions or servicing related matters; suspected fraud or identity theft; collection on the Account; and providing information about special products and services. You agree to pay any fee(s) or charge(s) that you may incur for incoming communications from us or outgoing communications to us, to or from any such number or email address, without reimbursement from us.

**Communication Revocation:** You may revoke your authorization for most communications. However, you cannot revoke authorization for fraud related communications or legally required communications. To change your communication preferences or to revoke consent you must write us. Please:

- include your name, mailing address, and the last four digits of your Account number;
- specify whether you are changing your preferences regarding mail, telephone calls, emails, and/or text or SMS messages;
- provide the specific phone number(s) and/or email address for which you are requesting communications to cease;
- send this written notice to: Credit One Bank, P.O. Box 98873, Las Vegas, NV 89193-8873.

Certain communication preferences can be changed on-line. Please log in to your Account to see if that option is available.

**Telephone Monitoring:** You agree that we (and our servicers, agents and contractors) may monitor and record any calls between you and us.

**Updating Your Phone Number:** Notify us immediately if you change mobile or cell phone numbers or plan to give your phone to someone else. It is your responsibility to provide us with a true, accurate and complete mobile number and to maintain and update promptly any changes in this information. You can update your mobile number by calling us at the phone number on the back of your Card.

**Indemnification:** If you provide telephone number(s) for which you are not the subscriber, or fail to notify us when you cease to be the subscriber for a telephone number you previously gave us, you agree to indemnify us, our subsidiaries, affiliates, officers, agents, servicers, contractors, and other partners and employees for any costs and expenses, including reasonable attorneys' fees, incurred as a result of us contacting or attempting to contact you at the number(s). Your obligation under this paragraph shall survive termination of the Agreement.

## *Account Closure*

**Default:** You are in default under this Agreement if (1) bankruptcy or another insolvency proceeding is filed by or against you; (2) we reasonably believe you are unable or unwilling to repay us; (3) you die or are legally incompetent or incapacitated; (4) you fail to comply with the terms of this Agreement, including failing to make a required payment when due, exceeding your credit limit or using your Card or Account for an illegal transaction; (5) you give us misleading, false, incomplete or incorrect information or fail to give us any information we deem necessary; or (6) if you no longer permanently reside in the United States or its territories. If you are in default, we may declare the entire Account balance immediately due and payable without advance 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.

**Closing Your Account:** You may close your Account at any time. You will remain responsible for any amount you owe us under this Agreement. Any joint Cardholder may cancel a joint Account. However, both of you will remain responsible for paying all amounts owed. If your Account is subject to an Annual Fee, the fee will continue to be charged until you pay your outstanding balance in full.

We may cancel, suspend or not renew your Card, Account, or access to the credit line at any time and for any reason without notice. If your Account is closed by us, the Annual Fee will continue to be charged until you pay your outstanding balance in full.

However, when your Account is closed, if there is: (1) a debit balance of $1 or less, that balance will be rounded to zero and you will not be required to pay this amount; or (2) a credit balance of $1 or less, that balance will be rounded to zero and this amount will not be refunded to you. The rounding to zero may occur after your closing statement cycles, and you may not receive a statement reflecting the rounding.

## *Arbitration Agreement*

**PLEASE READ CAREFULLY—IMPORTANT—AFFECTS YOUR LEGAL RIGHTS**

This agreement to arbitrate provides that you or we can require controversies or disputes between us to be resolved by BINDING ARBITRATION. You have the right to REJECT this agreement to arbitrate by using the procedure explained below.

If you do not reject this agreement to arbitrate, you GIVE UP YOUR RIGHT TO GO TO COURT and controversies or disputes between us will be resolved by a NEUTRAL ARBITRATOR INSTEAD OF A JUDGE OR JURY, using rules that are simpler and more limited than in a court. Arbitrator decisions are subject to VERY LIMITED REVIEW BY A COURT. Arbitration will proceed INDIVIDUALLY— CLASS ACTIONS AND SIMILAR PROCEDURES WILL NOT BE AVAILABLE TO YOU.

**Agreement to Arbitrate:** You and we agree that either you or we may, without the other's consent, require that controversies or disputes between you and us (all of which are called "Claims"), be submitted to mandatory, binding arbitration. This agreement to arbitrate is made pursuant to a transaction involving interstate commerce, and shall be governed by, and enforceable under, the Federal Arbitration Act (the "FAA"), 9 U.S.C. §1 et seq., and (to the extent State law is applicable), the laws of the State of Nevada.

For purposes of this agreement to arbitrate, "you" includes you, any co-applicant, any Authorized User (including Additional Cardholders), or anyone else connected with you or claiming through you; and "we" or "us" includes Credit One Bank, N.A., all of its parents, subsidiaries, affiliates, successors, predecessors, employees, and related persons or entities, and all third parties who are regarded as agents or representatives of us in connection with the subject matter of the claim or dispute at issue.

**Covered Claims:** Claims subject to arbitration include, but are not limited to, any controversies or disputes arising from or relating in any way to your Account; any transactions involving your Account; any disclosures made to you concerning your Account; any interest, charges, or fees assessed on your Account; any service(s) or programs related to your Account; and, if permitted by the rules of the arbitration forum, any collection of debt related to your Account. Claims also include controversies or disputes arising from or relating in any way to advertising, solicitations, or any application for, approval of, or establishment of your Account. Claims subject to arbitration include any controversies or disputes based on any theory of law, whether contract, tort, statute, regulation, common law, or equity, or whether they seek legal or equitable remedies. All Claims are subject to arbitration whether they arose in the past, may currently exist, or may arise in the future. Arbitration will apply even if your Account is closed, you pay us in full any outstanding debt you owe, or you file for bankruptcy. Also, controversies or disputes about the validity, enforceability, coverage, meaning, or scope of this agreement to arbitrate or any part thereof are subject to arbitration and are for the arbitrator to decide. Any questions about what Claims are subject to arbitration shall be resolved by interpreting this agreement to arbitrate in the broadest way the law will allow it to be enforced.

**Claims Not Covered:** Claims (whether brought initially or by counter or cross-claim) are not subject to arbitration if they are filed by you or us in a small claims court, so long as the case remains in such court and only individual claims for relief are advanced in the case.

**No Class Arbitration or Consolidation or Joinder of Parties:** Class actions and other similar procedures in which individuals seek to represent similarly situated individuals or seek relief on behalf of the general public, and consolidation or joinder of Claims (except for claimants on the same account), are NOT available under this agreement to arbitrate. Claims in arbitration will proceed on an INDIVIDUAL basis only:

> UNLESS YOU REJECT THIS AGREEMENT TO ARBITRATE, YOU AND WE WAIVE THE RIGHT TO ASSERT OR PARTICIPATE IN A CLASS ACTION OR ANY REPRESENTATIVE OR CONSOLIDATED PROCEEDING IN COURT OR IN ARBITRATION.

The arbitrator shall have no authority to entertain any Claim as a class action or private attorney general action or on any other similar representative basis, nor shall the arbitrator have any authority to consolidate or join Claims brought by separate claimants (except for claimants on the same account). This also means that the arbitrator 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.†

†**Notice to California Account Holders:** This agreement to arbitrate shall not be construed to prevent you from seeking in the arbitration the remedy of public injunctive relief if (a) you reside in California, (b) you resided in California at the time you entered into this agreement to arbitrate, or (iii) the billing address for your Account is a California address (hereafter, "California Account Holder").

**Initiation of Arbitration:** The arbitration shall be administered by the American Arbitration Association ("AAA") before a single arbitrator under the AAA's Consumer Arbitration Rules, or by a mutually agreeable administrator, before a single arbitrator, as modified by this arbitration provision. Information about the arbitration process for AAA can be obtained from the AAA at www.adr.org. The arbitrator shall be selected from the AAA (or mutually agreeable administrator) panel of neutrals then active on the roster maintained by the AAA (or mutually agreeable administrator) office located in the city of or nearest to your billing address and, unless otherwise mutually agreed, the arbitrator shall be a retired federal judge, a retired state appellate judge, a retired state trial judge, or a lawyer with at least 15 years of experience in that order of preference.

In the event that the AAA or mutually agreeable administrator is unable or unwilling 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).

**Arbitration Procedures and Applicable Law; Offer of Settlement:** Unlike a lawsuit in state or federal court, arbitration is conducted by a private organization that specializes in alternative dispute resolution. Disputes in arbitration are decided by a neutral arbitrator instead of a judge or jury. You may represent yourself in arbitration, or you may be represented by a lawyer.

Under this agreement to arbitrate, a single arbitrator designated by the arbitration administrator will decide the Claim under applicable law. The arbitrator is bound by the terms of this agreement to arbitrate. The AAA or mutually agreeable administrator will apply its code of procedures in effect at the time the arbitration claim is filed. If there is a conflict between that code of procedures and this arbitration provision and/or any sections of this Card Agreement, this arbitration provision and/or this Card Agreement will control. The arbitrator will honor all claims of privilege recognized by law. Subject to the prohibition on class, representative, and consolidation procedures set forth above, the arbitrator will have the power to award to a party any damages or other relief (including relief in equity) provided for under applicable law. That is, a party will be entitled to recover in arbitration any damages or other relief that it could recover if it prevailed in a court proceeding. An arbitrator's award shall consist of a written statement setting forth the disposition of each Claim. At the request of any party, the arbitrator shall also set forth a written explanation of the essential findings and conclusions on which the award is based. An arbitration award shall decide the rights and obligations only of the parties named in the arbitration, and shall not have any bearing on another person or dispute.

If your Claim is for $10,000 or less, you may choose whether the arbitration will be conducted solely on the basis of documents, in a telephonic hearing, or in an in-person hearing.

Any in-person hearing will take place in the federal judicial district that includes your billing address at the time the Claim is filed, unless the parties agree to a different place.

**The Arbitrator's Decision:** The arbitrator's decision will be final and binding on the parties. A party can file a written appeal to the arbitration administrator within thirty (30) days after an award is issued. The appeal will proceed before a panel of three neutral arbitrators designated by the same arbitration administrator. The panel will decide anew all factual and legal issues, following the same rules of procedure, by majority vote any aspect of the original decision objected to. The costs of such an appeal will be borne in accordance with the below paragraph entitled "Fees and Costs". Any review by a court shall be governed by the Federal Arbitration Act. Any final arbitration award will be binding on the named parties and enforceable by any court having jurisdiction.

**Fees and Costs:** We will pay any costs that are required to be paid by us under the arbitration administrator's rules of procedure. If you file the arbitration, you will pay your share of the initial filing fee, unless you seek and qualify for a fee waiver under the applicable rules of the arbitration

administrator. The party filing an appeal shall be responsible for all filing fees and costs of the appeal unless prohibited by administrator's rules of procedure. All parties are responsible for their own attorney's fees, expert fees and any other expenses, unless the arbitrator awards such fees or expenses to you or us if allowed by applicable law.

**Other Parties Subject to this Agreement to Arbitrate:** In addition to you and us, the rights and duties described in this agreement to arbitrate apply to: any third party co-defendant of a claim subject to this arbitration provision; all joint account holders, Additional Cardholders, and Authorized Users of your Account(s).

**How to REJECT this Agreement to Arbitrate:** You can reject this agreement to arbitrate but only if we receive from you a written notice of rejection within 45 days after it was first provided to you. To reject this agreement to arbitrate you must send the notice of rejection to: Credit One Bank, Attention: Arbitration Opt Out, P. O. Box 98873, Las Vegas, NV 89193-8873. Rejection notices sent to any other address will not be accepted or effective. If you decide to reject this agreement to arbitrate in writing, your notice must state that you reject this agreement to arbitrate and include your name, address, account number, and personal signature. Rejection of arbitration will not affect your other rights or responsibilities under this Card Agreement.

**Survival, Severability, and Amendment of Terms:**
*Survival.* This agreement to arbitrate shall survive changes in the Agreement and termination of the Account or the relationship between you and us, including the bankruptcy of any party and any transfer or sale of your Account, or amounts owed on your Account, to another person or entity.
*Severability.* If any part or parts of your agreement to arbitrate are declared unenforceable, then such specific part or parts shall be of no force or effect and shall be severed, but the remainder of this agreement to arbitrate shall continue in full force and effect. If, however, the entire agreement to arbitrate or your waiver of the right to bring or participate in a class or representative action or in consolidation procedures is unenforceable, then the agreement to arbitrate shall be of no force or effect. Notwithstanding the preceding sentence, with respect to California Account Holders, if arbitration is unenforceable, in whole or in part, you and we agree to resolve any Claim by a judicial reference proceeding as described above.
*Amendment in Writing Only.* This agreement to arbitrate may not be amended, severed, or waived, except as expressly provided in the Agreement or in a written agreement between you and us.

## *Other Information*

**Transactions in Foreign Currencies:** If you make a transaction at a merchant that settles in a currency other than U.S. dollars, Mastercard International Incorporated or Visa Incorporated will convert that charge into a U.S. Dollar amount. That conversion will be done at a rate selected by Mastercard or Visa from the range of rates available in wholesale currency markets for the applicable central processing date, which rate may vary from the rate Mastercard or Visa itself receives, or the government-mandated rate in effect for the applicable central processing date. The currency conversion rate used on the processing date may differ from the rate that would have been used on the purchase date or on the date the transaction is posted to your Account. You agree to pay the converted amount, including any charges for the conversion that may be imposed as described above.

**Changes to Your Agreement:** The rates, fees and terms of this Agreement may change and we may add or delete any term to this Agreement, consistent with applicable law. We will give you advance written notice of these changes and a right to reject the change, if required by law.

**Unauthorized Use:** Notify us immediately if your Card is lost or stolen or you suspect that someone is using your Card or Account without your permission.

**Assignment:** We may assign any or all of our rights and obligations under this Agreement. You may not assign any of your rights or obligations under this Agreement.

**No Waiver:** We will not lose our rights under this Agreement because we delay or do not enforce them.

**Governing Law:** This Agreement is governed by and interpreted in accordance with the laws applicable to national banks, and, where no such laws apply, by the laws of the State of Nevada, excluding the conflicts of law provisions thereof, regardless of your state of residence.

**Conformance with Law; Severability:** If any part of this Agreement conflicts with applicable law, that provision will be considered modified to conform to applicable law. If any part of this Agreement is invalid, the rest shall remain in effect, except as otherwise noted in the Arbitration Provision.

## *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 the Billing Inquiries address on the statement.

In your letter, give us the following information:

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

You must contact us:

- Within 60 days after the error appeared on your statement.
- At least 3 business days before an automated payment is scheduled, if you want to stop payment on the amount you think is wrong.

You must notify us of any potential errors in writing. You may call us, but if you do we are not required to investigate any potential errors and you may have to pay the amount in question.

**What Will Happen After We Receive Your Letter**

When we receive your letter, we must do two things:

1. Within 30 days of receiving your letter, we must tell you that we received your letter. We will also tell you if we have already corrected the error.
2. Within 90 days of receiving your letter, we must either correct the error or explain to you why we believe the bill is correct.

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

- We cannot try to collect the amount in question, or report you as delinquent on that amount.
- The charge in question may remain on your statement, and we may continue to charge you interest on that amount.
- While you do not have to pay the amount in question, you are responsible for the remainder of your balance.
- We can apply any unpaid amount against your credit limit.

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

*If we made a mistake:* You will not have to pay the amount in question or any interest or other fees related to that amount.

*If we do not believe there was a mistake:* You will have to pay the amount in question, along with applicable interest and fees. We will send you a statement of the amount you owe and the date payment is due. We may then report you as delinquent if you do not pay the amount we think you owe.

If you receive our explanation but still believe your bill is wrong, you must write to us within 10 days telling us that you still refuse to pay. If you do so, we cannot report you as delinquent without also reporting that you are questioning your bill. We must tell you the name of anyone to whom we reported you as delinquent, and we must let those organizations know when the matter has been settled between us.

If we do not follow all of the rules above, you do not have to pay the first $50.00 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 $50.00. (Note: Neither of these are necessary if your purchase was based on an advertisement we mailed to you, or if we own or operate the company that sold you the goods or services.)
2. You must have used your credit card for the purchase. Purchases made with cash advances from an ATM or with a check that accesses your credit card account do not qualify.
3. You must not yet have fully paid for the purchase.

If all of the criteria above are met and you are still dissatisfied with the purchase, contact us in writing at the Billing Inquiries address shown on your statement.

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

## ***Rewards Program Supplement***

This document ("Supplement") describes the terms and conditions of the Credit One Bank Cash Back Rewards Program ("Program") and supplements the Card Agreement that governs your credit card account issued by Credit One Bank, N.A. (the "Account"). By using the Account, you agree to participate in the Program. Your participation is subject to the terms of the Card Agreement, including the arbitration agreement, if applicable, and this Supplement. In the event of a conflict between the Card Agreement and this Supplement, with respect to matters relating to the Program, this Supplement controls.

**Earning Cash Back Rewards:** You earn cash back rewards for purchases using your Account minus returns, refunds, disputed charges and fraudulent transactions ("Net Eligible Purchases"), as follows:

- 5% cash back rewards for the first $5,000 in Net Eligible Purchases per calendar year on:
  - gasoline (Service Stations, Automated Fuel Dispensers, Petroleum and Petroleum Products, Marinas and Marine Services),
  - grocery (Grocery Stores and Supermarkets, Freezer and Meat Provisioners, Miscellaneous Food Stores – Convenience Stores and Specialty Markets),
  - mobile phone service (Telecommunication Equipment and Telephone Sales, Telecommunication Services, including Local and Long-Distance Calls, Credit Card Calls, Calls Through Use of Magnetic-Stripe-Reading Telephones, and Fax Services), and
  - internet, cable and satellite TV subscription services (Cable, Satellite and Other Pay Television/Radio/Streaming Services, Computer Network/Information Services), and then
  - 1% thereafter.

- Certain non-eligible purchases. You will only earn 1% cash back rewards, not 5% for:
  - any purchase at a warehouse club (including but not limited to Sam's Club, Costco, and BJ's).
  - groceries purchased at stores that sell groceries and other products like drugstores and convenience stores or at smaller stores like bakeries, candy, nut, or confection stores.
  - purchases for oil or propane or at home heating companies; and
  - purchases made with PayPal or at a discount supercenter (including but not limited to Walmart® and Target®).

- 1% cash back rewards on all other purchases, including, the non-eligible purchases listed above.

You do not earn cash back rewards on Cash Advances, Balance Transfers, unauthorized charges, items returned for credit, interest, fees, and other charges. If your Account is in default, as defined in your Card Agreement, at the time the cash back rewards are to be posted to your Account, you WILL NOT receive the applicable credit. Cash back rewards have no cash value; however, when redeemed in accordance with the Program have a redemption value. See "**Redeeming Cash Back Rewards**" below. Cash back rewards may not be transferred to any other person including through such events as inheritance, bankruptcy or divorce.

Earning and accruing cash back rewards is not limited as long as your Account is in good standing, and you may have a negative cash back rewards balance (because of returns and other post transaction actions). If your Account has a negative cash back rewards balance, any newly earned cash back rewards will be used to offset that negative balance until that balance has been brought to zero. As long as your Account is in good standing, your cash back rewards do not expire. Cash back rewards are forfeited 90 days after your Account is closed by you or us. If we find evidence of misuse, fraud or the Account is in default, as defined in your Card Agreement, no redemptions of your cash back rewards, automatic or manual, will be permitted; provided that if your Account is closed because of nonpayment, you will have 90 days to redeem any cash back rewards from the date the notice is sent to you. See "**Redeeming Cash Back Rewards.**" Cash back rewards from separate accounts cannot be combined. Authorized Users earn cash back rewards on the Account, but only the primary Cardholder may redeem cash back rewards.

**Merchant Categories:** Merchants who accept credit cards are assigned a merchant code, which is determined by the merchant or its processor in accordance with the applicable credit card network's procedures based on the kinds of products and services they primarily sell. We have no control over merchant codes. Please note:

- We make every effort to include all relevant merchant codes in our cash back rewards categories. However, even though a merchant or some of the items that it sells may appear to fit within a cash back rewards category, the merchant may not have a merchant code in that category or may not use an eligible merchant code. When this occurs, Purchases with that merchant will not qualify for cash back rewards on purchases in that category.
- A merchant with more than one location may submit Purchases using different codes, including codes that are not eligible under this Program. This means that Purchases from the same merchant at a different location may result in no cash back rewards. Purchases made without an eligible code WILL NOT qualify for cash back rewards.
- Purchases submitted by you, an authorized user, or the merchant through third-party payment accounts, mobile or wireless card readers, online or mobile digital wallets, or similar technology will not qualify in a cash back rewards category if the technology is not set up to process the purchase in that cash back rewards category.

**Redeeming Cash Back Rewards:** Cash back rewards may be redeemed automatically ("Automatic Redemption") only for statement credits; or redeemed manually ("Manual Redemption"), for statement credits, gift cards, or other goods or services. You can switch between Automatic and Manual Redemption, but in order to do so, you must have an online Account that you can access via CreditOneBank.com or the Credit One Bank Mobile App. All cash back rewards redemptions are subject to terms and conditions set forth in this Supplement and at https://www.creditonebank.com/rewardsredemptionterms.

- Manual Redemption: Upon Account opening, your Account will be set to Manual Redemption. Cash back rewards will post to your Account within thirty-seven days after a Net Eligible Purchase posts to your Account. The amount of cash back rewards you need to redeem for consumer goods and services will be determined at redemption and may change without notice. The most up-to-date amount of cash back rewards you have available to redeem (which reflects any adjustments, transfers, or redemptions) is available online or by calling the customer service number and may differ from the available cash back rewards shown on your last monthly billing statement.
- Automatic Redemption: Cash back rewards may be redeemed automatically as statement credits. To do so, you must change your redemption setting from Manual Redemption to Automatic Redemption. If you switch from Manual to Automatic Redemption, any cash back reward balance accrued while your Account has a Manual Redemption setting will be applied to your Account as a statement credit in any month your redemption setting is set to Automatic Redemption as of 3:00 p.m. Central Time on the first day of the month. We will post a statement credit to your Account within thirty-seven days after the end of the month based on the Net Eligible Purchases posted to your Account from the first day to the last day of the current month. You will receive an automatic rewards credit on each statement that has at least one Net Eligible Purchase.

**Feedback:** If you send or transmit any communications, comments, questions, suggestions, or related materials, whether by letter, e-mail, telephone, or otherwise (Feedback), suggesting or recommending changes to the Program or how cash back rewards are fulfilled, including, without limitation, new features or functionality, you grant us and any of our vendors a perpetual right to use the Feedback for our own and their own, respective internal business purposes. Further, we, our service providers, vendors, and any subcontractors disclaim any liability to you for any such use of Feedback for our or their own, respective internal business purpose.

**Consumer Goods/Services Disclaimer: BY PARTICIPATING IN THE PROGRAM, YOU ACKNOWLEDGE AND AGREE THAT CREDIT ONE BANK AND ITS VENDORS ARE ONLY PROVIDING THE PROGRAM TO EARN AND REDEEM CASH BACK REWARDS AND NOT PROVIDING CONSUMER GOODS OR SERVICES. CREDIT ONE BANK AND ITS VENDORS ARE NOT INVOLVED IN WARRANTING ANY CONSUMER GOODS OR SERVICES WHICH YOU MAY ACQUIRE UTILIZING THE PROGRAM AND REDEMPTION SERVICES. CREDIT ONE BANK AND ITS VENDORS DO NOT MAKE, AND AFFIRMATIVELY DISCLAIM, ANY AND ALL WARRANTIES, EXPRESS OR IMPLIED, WITH RESPECT TO SUCH CONSUMER GOODS OR SERVICES, INCLUDING WITHOUT LIMITATION, ANY WARRANTY OF MERCHANTABILITY, SUITABILITY FOR A PARTICULAR PURPOSE, OR AGAINST INFRINGEMENT. WARRANTIES FOR CONSUMER GOODS AND SERVICES ARE LIMITED TO THE APPLICABLE THIRD-PARTY SUPPLIER'S WARRANTIES AND RETURN POLICIES. BY PARTICIPATING IN THE PROGRAM, YOU ACKNOWLEDGE AND AGREE TO LOOK SOLELY TO THE APPLICABLE MERCHANT PROVIDING THE CONSUMER GOODS AND/OR SERVICES REDEEMED OR PURCHASED BY YOU UTILIZING THE PROGRAM FOR ANY WARRANTY, REMEDY, OBLIGATION AND/OR LIABILITY WITH RESPECT TO SUCH CONSUMER PRODUCTS AND/OR SERVICES. BY PARTICIPATING IN THE PROGRAM, YOU RELEASE CREDIT ONE BANK AND ITS VENDORS FROM ANY AND ALL LIABILITY WITH RESPECT TO SUCH CONSUMER GOODS AND SERVICES.**

**Information Disclaimer: IN THE COURSE OF PROVIDING THE PROGRAM AND REDEMPTION SERVICE FOR CONSUMER GOODS AND/OR SERVICES, CREDIT ONE BANK AND/OR ITS VENDORS MAY INTEGRATE WITH THIRD-PARTY SUPPLIERS SELECTED OR CHANGED BY CREDIT ONE BANK AND/OR ITS VENDORS, IN THEIR SOLE DISCRETION, FOR THE FULFILLMENT OF SUCH CONSUMER GOODS AND/OR SERVICES REDEEMED OR PURCHASED UTILIZING THE PROGRAM. IN ORDER TO FACILITATE FULFILLMENT OF THE CONSUMER GOODS AND SERVICES WITH THE THIRD-PARTY SUPPLIERS, CREDIT ONE BANK AND/OR ITS VENDORS MAY SEND YOUR REQUIRED PERSONAL AND OTHER INFORMATION (WHICH CAN INCLUDE, BUT IS NOT LIMITED TO FIRST NAME, LAST NAME, SHIPPING ADDRESS, PHONE NUMBER AND EMAIL ADDRESS) TO THIRD-PARTY SUPPLIERS TO FACILITATE THE PURCHASE OR REDEMPTION. BY PARTICIPATING IN THE PROGRAM AND REDEEMING CASH BACK REWARDS FOR CONSUMER GOODS OR SERVICES, YOU THEREFORE AGREE THAT CREDIT ONE BANK AND ITS VENDORS WILL NOT BE HELD RESPONSIBLE AND YOU HEREBY RELEASE CREDIT ONE BANK AND ITS VENDORS FROM ANY LIABILITY FOR YOUR INFORMATION AFTER IT IS INPUT INTO THE REDEMPTION FULFILLMENT SERVICES, FOR THE EXCLUSIVE BENEFIT OF, AND USE BY, THE THIRD-PARTY SUPPLIER, BY YOU AND CORRECTLY TRANSMITTED TO THE THIRD-PARTY SUPPLIER FOR ORDER FULFILLMENT. AFTER YOUR INFORMATION IS PLACED INTO THE REDEMPTION FULFILLMENT SERVICE, YOUR INFORMATION SHALL BE SUBJECT TO THE PRIVACY POLICY AND TERMS OF SUCH THIRD-PARTY SUPPLIER.**

**Program Restrictions:** Cash back rewards posted as a statement credit will reduce the balance on your Account but will not count as payments. You will still be required to pay at least the Minimum Payment Due as shown on your billing statement each month. You WILL NOT earn cash back rewards for Purchases made while your Account is in default as defined within your Card Agreement. This Program excludes Accounts already enrolled in a different Credit One Bank cash back or other rewards program.

**Changes:** The Program may be changed (added to, modified, or deleted) by us at any time, including without limitation changes to the definition of eligible and non-eligible purchases. We will give you prior notice to the extent required by law. Any revision may affect your ability to earn or redeem cash back rewards.

**Termination:** We may suspend or terminate the Program or your participation in the Program at any time and will give you prior notice to the extent required

by law. If we suspend or terminate the Program or your participation in the Program, you will have 90 days to redeem any cash back rewards from the date the notice is sent to you. See "**Redeeming Cash Back Rewards**."

**Limited Liability:** Unless otherwise required by law, this Program, or our Card Agreement with you, we will not be liable to you or anyone making a claim on your behalf, in connection with: (1) any change or termination of the Program; (2) any loss, damage, expense or inconvenience caused by any occurrence outside of our control; (3) any taxes that you incur as a result of receiving cash back rewards, payment of which taxes will be your responsibility; (4) any merchandise or services you purchase, or for any direct, indirect or consequential damages with respect to the use of your Account. In any event, any liability that Credit One Bank may have to you in connection with the Program shall be limited to the amount of any cash back rewards you have earned in this Program. The Program and cash back rewards are void or limited where prohibited or restricted, respectively, by federal, state, or local law.

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# *CARD AGREEMENT*

## *Pricing Summary*

| Interest Rates and Interest Charges | |
|---|---|
| **ANNUAL PERCENTAGE RATE (APR) for Purchases** | **29.74%**<br>This APR will vary with the market based on the Prime Rate. |
| **ANNUAL PERCENTAGE RATE (APR) for Balance Transfers** | **5.99%** introductory APR for 9 billing cycles from the date the balance transfer is posted to the account for all balances transferred within 60 days of account opening.<br>After that, your APR will be **29.74%.** This APR will vary with the market based on the Prime Rate. |
| **ANNUAL PERCENTAGE RATE (APR) for Cash Advances** | **31.74%**<br>This APR will vary with the market based on the Prime Rate. |
| **Paying Interest** | Your due date is at least 24 days after the close of each billing cycle. We will not charge you any interest on Purchases if you pay your entire balance by the due date each month. We will begin charging interest on Cash Advances and Balance Transfers from the posting date. |
| **Minimum Interest Charge** | If you are charged interest, the charge will be no less than $1.00. |
| **For Credit Card Tips from the Consumer Financial Protection Bureau** | **To learn more about factors to consider when applying for or using a credit card, visit the website of the Consumer Financial Protection Bureau at http:// www.consumerfinance.gov/learnmore.** |
| **Fees** | |
| **Annual Fee** | **$0** |
| **Transaction Fees**<br>• Balance Transfer<br>• Cash Advance<br>• Foreign Transaction | <br>• Either **$10** or **5%** of the amount of each Balance Transfer, whichever is greater.<br>• Either **$10** or **5%** of the amount of each Cash Advance, whichever is greater.<br>• None |
| **Penalty Fees**<br>• Late Payment<br>• Returned Payment | <br>• Up to **$39***<br>• Up to **$39**** |

**How We Will Calculate Your Balance:** We use a method called "average daily balance (including new Purchases)." See your Card Agreement for more details.

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

***Late Payment Fee:** We will charge the maximum safe harbor amount, which is set annually in accordance with 12 C.F.R. 1026.52(b)(1)(ii)(D). Currently the fee is $29, unless you incurred a Late Payment Fee during the prior six billing cycles. If you did, the fee is currently $39. This fee will not exceed the related Minimum Payment that was due. We charge a Late Payment Fee to your Account if at least the Amount Due This Period (less any Late Payment Fee for the current billing cycle) plus any Past Due Amount is not received by 5:00 p.m. PT on the Payment Due Date shown on your statement.

****Returned Payment Fee:** We will charge the maximum safe harbor amount, which is set annually in accordance with 12 C.F.R. 1026.52(b)(1)(ii)(D). If a payment is not honored upon first presentment, even if the payment is later honored, a Returned Payment Fee will be charged to your Account. Currently, the fee is $29, unless you incurred a Returned Payment Fee in the prior six billing cycles. If you did, the fee is currently $39. This fee will not exceed the related Minimum Payment that was due.

**Additional Rate Information:** The monthly periodic rate for the introductory Balance Transfer APR is 0.499167%. The Purchase and non-introductory Balance Transfer APR equals the Prime Rate plus a margin of 22.99%. This corresponds to a monthly periodic rate of 2.47833%. The Cash Advance APR equals the Prime Rate plus a margin of 24.99%. This corresponds to a monthly periodic rate of 2.64500%.

**Minimum Payments:** 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 the sum of:

- 5% of your outstanding balance, rounded up to the next whole dollar, or $30, whichever is greater;
- any Late Payment Fee for the current billing cycle;
- and any Past Due Amount (excluding any past due Late Payment Fees).

## ***The Agreement***

This Agreement, together with the Pricing Summary, is your contract with us.

**Accepting this Agreement:** You accept this Agreement when you use the Account. You may still reject this Agreement if you have not yet used the Card, used the Account, or paid a fee after receiving a billing statement. To reject the Agreement, call us at 866-515-5721 or write us at Bank Card Center, P.O. Box 95516, Las Vegas, NV 89193-5516. If you reject the Agreement, you are not responsible for any fees or charges.

**Arbitration:** This Agreement includes an Arbitration Provision with class action and jury trial waivers. You can reject the Arbitration Provision. See "How to REJECT this agreement to arbitrate" in the Arbitration section. If you do not, it will be part of this Agreement.

**Promise to Pay:** You agree to pay us for all amounts due on your Account, including credit for Purchases, Balance Transfers, and Cash Advances, as well as interest charges and fees. This includes charges made by Additional Cardholders and other Authorized Users.

## ***Definitions***

**Account** means the Credit One Bank card account under this Agreement.

**Authorized User** means any person you allow to use your Account or Card, including Additional Cardholders. If the Authorized User has been issued a Card and you want to terminate the Authorized User, you must notify us by telephone or in writing.

**Balance Transfer** means a transaction we designate that allows you to use your Account to pay another creditor or yourself. Balance Transfers cannot be used to pay us or our affiliates. A Balance Transfer will be subject to the terms of the Balance Transfer offer and this Agreement.

**Card** refers to one or more cards or access devices, including your Account number, that we give you or someone else with your authorization to get credit under this Agreement.

**Cardholder** refers to each person with a card issued in their name.

**Cash Advance** means the use of your Account to obtain funds at a financial institution or the use of a Convenience Check.

**Convenience Check** means a check we issue to you to take a Cash Advance. You may not use these checks to pay us or our affiliates.

**Purchase** means the use of the Account to obtain goods or services.

**Prime Rate** means the highest U.S. Prime Rate in the Money Rates section of The Wall Street Journal on the 25th day of the month, or the next day if that day is not a publication day. If The Wall Street Journal does not publish the U.S. Prime Rate, we may substitute another index.

**we**, **us**, **our**, and **Credit One Bank** refer to Credit One Bank, N.A., the issuer of your Card.

**you**, and **your** refer to each person who has applied for the Account and where appropriate, the Authorized User.

## ***Features and Use of Your Account***

**Using Your Card:** You may make Purchases wherever the Card is accepted. You may use the Account to obtain Cash Advances, but you may not make more than two Cash Advance transactions per day which may not exceed the lower of your available credit for cash or $200. You may use the Account for only personal, family, or household purposes, and if your Account is used for any other purpose you are still responsible for such use. You may not use the Account for business or commercial purposes. The Account may not be used for online or internet gambling or illegal purposes.

**Your Credit Limit:** We will tell you your credit limit. Keep your Account balance below your credit limit. If you do not, you must still pay us. We may designate part of your credit limit as a Cash Advance limit and part as a Balance Transfer limit. We may change your credit limit(s) at any time, without notice. You may use a portion of your credit limit for Cash Advances and Balance Transfers. Each Purchase, Cash Advance, and Balance Transfer obtained will reduce the amount of available credit under your credit limit until it is repaid. We may delay increasing your available credit by the amount of any payment that we receive for up to 12 calendar days.

**Credit Limit Increase:** To request a credit limit increase contact the Customer Service number on your statement. We may impose a fee for processing the request.

**Credit Authorizations:** We may decline to authorize a transaction for any reason. We will not be liable to you if we decline a transaction or if anyone refuses any use of your Card.

**Automatic Billing:** You may set up automatic billing with a merchant. You authorize us to provide an updated Account number or Card expiration date to any merchant at our discretion. Contact the merchant to stop automatic billing.

**Joint Accounts:** If this is a joint account, each of you is responsible individually and together for all amounts owed. Each of you is responsible even if the Account is used by only one of you. You will continue to be liable for the entire balance of the Account, even if your co-applicant is ordered by a court to pay us. You will remain liable to us if your co-applicant fails to pay as ordered by the court. Your Account status will continue to be reported to the credit reporting agencies under each of your names. The delivery of notices or billing statements to either of you serves as delivery to each of you. We may rely on instructions given by either of you. We are not liable to either of you for relying upon such instructions.

**Electronic Access:** Applications (apps) on electronic devices (such as mobile wallets) can store your Card and can be used to get credit under this Agreement. Such transactions are covered by this Agreement. Apps may have separate terms of use. We are not responsible if you violate those terms or for any consequences from violating those terms.

**Additional Cardholder:** At your request, we may, at our discretion, issue, in the name of another person, an additional Card on your Account. That person is an Additional Cardholder, as well as an Authorized User. An Additional Cardholder has access to certain Account information including balance, available credit and payment information. If you advise us that the Additional Cardholder is your spouse, information regarding the Account will be provided to consumer reporting agencies in your name as well as in the name of the Additional Cardholder. By requesting that we add an Additional Cardholder to your Account, you represent that you (1) have the consent of the Additional Cardholder to be added to the Account, (2) have provided a copy of this Agreement to the Additional Cardholder, and (3) if the Additional Cardholder is your spouse, you have told the Additional Cardholder that Credit One Bank will furnish credit information about them to the credit reporting agencies in connection with the Account. The Additional Cardholder may report the Card lost or stolen and may remove him or herself from the Account.

## ***Interest Rates and Interest Changes***

**Annual Percentage Rates (APRs):** See the Pricing Summary for your APRs. The APR for Balance Transfers will be the same as the APR for standard Purchases, unless a promotional rate applies.

**Variable Rates:** Your Pricing Summary indicates whether you have any variable APRs. Variable APRs are determined by adding to the Prime Rate the number of percentage points (“margin”) specified in the Pricing Summary. Variable APRs will increase or decrease when the Prime Rate changes. The APR change will take effect beginning with billing cycles that end on or after the first day of the month after the month in which the Prime Rate changes. An increase in the APR will increase your interest charges and may increase your Minimum Payment Due.

**Average Daily Balance Method (including new transactions):** We calculate interest each billing cycle by first figuring the "average daily balance" for each type of balance. Standard Purchases, standard Cash Advances, standard Balance Transfers, and each promotional offer, are all types of balances.

For each type of balance, for each billing cycle, we start with the balance on the last day of your previous billing cycle. We subtract any unpaid interest. This is the beginning balance each day. Each day of the billing cycle we subtract any new payments and credits applied to that type of balance. We add any new transactions and fees for that type of balance. We add Purchases, Cash Advances, and Balance Transfers on the post date. We add transaction fees on promotional rate and non-promotional rate Balance Transfers to the same type of balance as the transaction. We add all other fees to the standard Purchase balance. This gives us the daily balance for that type of balance, except that if the daily balance is negative, we treat it as zero. We then add up all of the daily balances and divide by the number of days in the billing cycle. This gives us the "average daily balance" for that type of balance. We multiply the average daily balance by the applicable monthly periodic rate (the APR divided by 12). This gives us the interest charged for that type of balance for that billing cycle. This interest is included in the Account balance on the last day of the billing cycle. The results for all types of balances are then added together to determine the total interest charged that billing cycle.

**When Interest Begins:** We begin to impose interest on a transaction or fee from the day we add it to the daily balance. We continue to impose interest 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 billing statement by the Payment Due Date shown on that billing statement, we will not impose interest on new Purchases paid by the Payment Due Date on your current billing statement. The Payment Due Date will be at least 24 days after the close of the billing cycle. If you have been paying your Account balance in full and thereby avoiding interest on Purchases, but then do not pay the next New Statement Balance in full by the Payment Due Date, in that billing cycle we will start charging interest on the unpaid portion of your balance.

## ***Fees***

See the Pricing Summary for additional Fee information.

**Annual Fee:** If your Account is subject to an Annual Fee, the amount and when it is billed is shown on the Pricing Summary. The Annual Fee is billed to the Account until the Account is closed and the outstanding balance is paid in full. The Annual Fee is refundable as long as you cancel your Account and have not used your card for any Purchases, Cash Advances, or Balance Transfers and you have not made a payment.

**Credit Limit Increase Fee:** If a fee is imposed for processing a Credit Limit increase request, we will tell you the amount of the fee at the time of your request and before you agree to it.

**Foreign Transaction Fee:** We add this fee, unless "None" is stated in the Pricing Summary table, for each purchase made outside the U.S. (A purchase is made outside the U.S. unless it is made with a U.S. merchant, processed completely in the U.S., and in U.S. dollars.) The fee is a percentage of the U.S. dollar amount of the purchase. American Express charges a foreign currency conversion fee of 1% of the amount of the transaction in U.S. dollars. This fee is included as part of the Foreign Transaction Fee listed in the Pricing Summary.

**Optional Express Payment Service Fee:** If a representative of ours helps expedite your payment, we may impose an Express Payment fee. You will be informed of the amount of the fee before you complete the transaction.

**Duplicate Statement Fee:** If you request a duplicate copy of a monthly statement, for any purpose other than to assert a billing error, you will be charged a fee of up to $10 for each statement copy requested.

**Sales Slip Request Fee:** If you request a copy of a sales slip, for any purpose other than to resolve a dispute about the charges on your Account, you will be charged a fee of $6 for each sales slip copy requested.

**Replacement Card Fee:** If you request a replacement card, a Replacement Card Fee of up to $25 may be charged to your Account.

## ***Payments***

**Minimum Payment Due:** See the Pricing Summary for the minimum payment requirements.

**Small Balances:** As it is uneconomical for both you and us to process payments or maintain credits that are $1 or less in amount, you agree as follows: (1) In any billing cycle in which you have had no transactions and your New Balance on the billing date is $1 or less, the balance will be rounded to

zero and you will not receive a bill for this amount. (2) In the event that you have a credit balance of $1 or less for two consecutive billing cycles, the balance will be rounded to zero and you will not receive a refund of this amount.

**Payment Instructions:** You must pay us in U.S. dollars, in funds on deposit in the U.S. 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.

**Irregular Payments:** Any payment submitted in offer of settlement of a disputed debt, including any item containing a notation such as "paid in full," and any other item with a restrictive endorsement, must be sent to: Credit One Bank, P.O. Box 95516, Las Vegas, NV 89193-5516. We can accept late payments, partial payments, and checks or other items with restrictive endorsements at any other address without losing any of our rights under this Agreement.

**Postdated Checks:** You agree that we need not examine any payment check to confirm that it is not postdated and that we may deposit any postdated check on the day we receive it.

**Payment Allocation:** We apply payments up to the Minimum Payment Due and credits at our discretion, which may result in balances at lower APRs being paid first and higher interest charges. Payments over the Minimum Payment Due will be applied to balances with higher APRs first.

## ***Collecting, Sharing, and Updating Information***

**Customer Privacy:** We send you our Privacy Policy when you open your Account and thereafter in accordance with applicable law. 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. You accept the terms of our Privacy Policy when you use the Account. Contact us or visit CreditOne.com if you would like a copy.

**Information About You:** You authorize us to obtain and/or use information about you from third parties and credit reporting agencies to: (1) verify your identity and/or conduct investigative inquiries; (2) determine your income and credit eligibility; (3) review your Account and provide renewal of credit; (4) verify your current credit standing in order to present future credit limit increases or decreases; (5) qualify you for and present additional lines of credit or other offers; and (6) collect amounts owing on your Account. Upon request, we will tell you the name and address of any credit reporting agency that provided us with information concerning you.

**Furnishing Information:** We may furnish information concerning your Account or credit file to consumer reporting agencies and others who may properly receive that information. If you believe that information we furnished is inaccurate or incomplete, please write us at Credit One Bank, P. O. Box 98873, Las Vegas, NV 89193-8873. Please include your name, address, home phone number and Account number.

**Telephone Calls, Text Messages and Emails Regarding Your Account:** You are providing express written permission and consent authorizing Credit One Bank and our agents, servicers, contractors, subsidiaries, affiliates, officers, and other partners and employees to contact you at any phone number (including mobile, cellular/wireless, or similar devices) or email address you provide at any time, for any lawful purpose. The ways in which we may contact you include live operator, dialing system, automatic telephone dialing systems (auto-dialer), prerecorded and artificial voice message, text/SMS message or email. Phone numbers and email addresses you provide include those you give to us, those from which you, or someone acting on your behalf, contact us or which we obtain through other means. If you provide a phone number for which you are not the owner, you confirm you are authorized to provide that number. Such lawful purposes include, but are not limited to: obtaining information; activation of the card for verification and identification purposes; account transactions or servicing related matters; suspected fraud or identity theft; collection on the Account; and providing information about special products and services. You agree to pay any fee(s) or charge(s) that you may incur for incoming communications from us or outgoing communications to us, to or from any such number or email address, without reimbursement from us.

**Communication Revocation:** You may revoke your authorization for most communications. However, you cannot revoke authorization for fraud related communications or legally required communications. To change your communication preferences or to revoke consent you must write us. Please:

- include your name, mailing address, and the last four digits of your Account number;
- specify whether you are changing your preferences regarding mail, telephone calls, emails, and/or text or SMS messages;
- provide the specific phone number(s) and/or email address for which you are requesting communications to cease;
- send this written notice to: Credit One Bank, P.O. Box 98873, Las Vegas, NV 89193-8873.

Certain communication preferences can be changed on-line. Please log in to your Account to see if that option is available.

**Telephone Monitoring:** You agree that we (and our servicers, agents and contractors) may monitor and record any calls between you and us.

**Updating Your Phone Number:** Notify us immediately if you change mobile or cell phone numbers or plan to give your phone to someone else. It is your responsibility to provide us with a true, accurate and complete mobile number and to maintain and update promptly any changes in this information. You can update your mobile number by calling us at the phone number on the back of your Card.

**Indemnification:** If you provide telephone number(s) for which you are not the subscriber, or fail to notify us when you cease to be the subscriber for a telephone number you previously gave us, you agree to indemnify us, our subsidiaries, affiliates, officers, agents, servicers, contractors, and other partners and employees for any costs and expenses, including reasonable attorneys' fees, incurred as a result of us contacting or attempting to contact you at the number(s). Your obligation under this paragraph shall survive termination of the Agreement.

## ***Account Closure***

**Default:** You are in default under this Agreement if (1) bankruptcy or another insolvency proceeding is filed by or against you; (2) we reasonably believe you are unable or unwilling to repay us; (3) you die or are legally incompetent or incapacitated; (4) you fail to comply with the terms of this Agreement, including failing to make a required payment when due, exceeding your credit limit or using your Card or Account for an illegal transaction; (5) you give us misleading, false, incomplete or incorrect information or fail to give us any information we deem necessary; or (6) if you no longer permanently reside in the United States or its territories. If you are in default, we may declare the entire Account balance immediately due and payable without advance 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.

**Closing Your Account:** You may close your Account at any time. You will remain responsible for any amount you owe us under this Agreement. Any joint Cardholder may cancel a joint Account. However, both of you will remain responsible for paying all amounts owed. If your Account is subject to an Annual Fee, the fee will continue to be charged until you pay your outstanding balance in full.

We may cancel, suspend or not renew your Card, Account, or access to the credit line at any time and for any reason without notice. If your Account is closed by us, the Annual Fee will continue to be charged until you pay your outstanding balance in full.

However, when your Account is closed, if there is: (1) a debit balance of $1 or less, that balance will be rounded to zero and you will not be required to pay this amount; or (2) a credit balance of $1 or less, that balance will be rounded to zero and this amount will not be refunded to you. The rounding to zero may occur after your closing statement cycles, and you may not receive a statement reflecting the rounding.

## ***Arbitration Agreement***

**PLEASE READ CAREFULLY—IMPORTANT—AFFECTS YOUR LEGAL RIGHTS**

This agreement to arbitrate provides that you or we can require controversies or disputes between us to be resolved by BINDING ARBITRATION. You have the right to REJECT this agreement to arbitrate by using the procedure explained below.

If you do not reject this agreement to arbitrate, you GIVE UP YOUR RIGHT TO GO TO COURT and controversies or disputes between us will be resolved by a NEUTRAL ARBITRATOR INSTEAD OF A JUDGE OR JURY, using rules that are simpler and more limited than in a court. Arbitrator decisions are subject to VERY LIMITED REVIEW BY A COURT. Arbitration will proceed INDIVIDUALLY— CLASS ACTIONS AND SIMILAR PROCEDURES WILL NOT BE AVAILABLE TO YOU.

**Agreement to Arbitrate:** You and we agree that either you or we may, without the other's consent, require that controversies or disputes between you and us (all of which are called "Claims"), be submitted to mandatory, binding arbitration. This agreement to arbitrate is made pursuant to a transaction involving interstate commerce, and shall be governed by, and enforceable under, the Federal Arbitration Act (the "FAA"), 9 U.S.C. §1 et seq., and (to the extent State law is applicable), the laws of the State of Nevada.

For purposes of this agreement to arbitrate, "you" includes you, any co-applicant, any Authorized User (including Additional Cardholders), or anyone else connected with you or claiming through you; and "we" or "us" includes Credit One Bank, N.A., all of its parents, subsidiaries, affiliates, successors, predecessors, employees, and related persons or entities, and all third parties who are regarded as agents or representatives of us in connection with the subject matter of the claim or dispute at issue.

**Covered Claims:** Claims subject to arbitration include, but are not limited to, any controversies or disputes arising from or relating in any way to your Account; any transactions involving your Account; any disclosures made to you concerning your Account; any interest, charges, or fees assessed on

your Account; any service(s) or programs related to your Account; and, if permitted by the rules of the arbitration forum, any collection of debt related to your Account. Claims also include controversies or disputes arising from or relating in any way to advertising, solicitations, or any application for, approval of, or establishment of your Account. Claims subject to arbitration include any controversies or disputes based on any theory of law, whether contract, tort, statute, regulation, common law, or equity, or whether they seek legal or equitable remedies. All Claims are subject to arbitration whether they arose in the past, may currently exist, or may arise in the future. Arbitration will apply even if your Account is closed, you pay us in full any outstanding debt you owe, or you file for bankruptcy. Also, controversies or disputes about the validity, enforceability, coverage, meaning, or scope of this agreement to arbitrate or any part thereof are subject to arbitration and are for the arbitrator to decide. Any questions about what Claims are subject to arbitration shall be resolved by interpreting this agreement to arbitrate in the broadest way the law will allow it to be enforced.

**Claims Not Covered:** Claims (whether brought initially or by counter or cross-claim) are not subject to arbitration if they are filed by you or us in a small claims court, so long as the case remains in such court and only individual claims for relief are advanced in the case.

**No Class Arbitration or Consolidation or Joinder of Parties:** Class actions and other similar procedures in which individuals seek to represent similarly situated individuals or seek relief on behalf of the general public, and consolidation or joinder of Claims (except for claimants on the same account), are NOT available under this agreement to arbitrate. Claims in arbitration will proceed on an INDIVIDUAL basis only:

> UNLESS YOU REJECT THIS AGREEMENT TO ARBITRATE, YOU AND WE WAIVE THE RIGHT TO ASSERT OR PARTICIPATE IN A CLASS ACTION OR ANY REPRESENTATIVE OR CONSOLIDATED PROCEEDING IN COURT OR IN ARBITRATION.

The arbitrator shall have no authority to entertain any Claim as a class action or private attorney general action or on any other similar representative basis, nor shall the arbitrator have any authority to consolidate or join Claims brought by separate claimants (except for claimants on the same account). This also means that the arbitrator 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.†

†**Notice to California Account Holders:** This agreement to arbitrate shall not be construed to prevent you from seeking in the arbitration the remedy of public injunctive relief if (a) you reside in California, (b) you resided in California at the time you entered into this agreement to arbitrate, or (iii) the billing address for your Account is a California address (hereafter, "California Account Holder").

**Initiation of Arbitration:** The arbitration shall be administered by the American Arbitration Association ("AAA") before a single arbitrator under the AAA's Consumer Arbitration Rules, or by a mutually agreeable administrator, before a single arbitrator, as modified by this arbitration provision. Information about the arbitration process for AAA can be obtained from the AAA at www.adr.org. The arbitrator shall be selected from the AAA (or mutually agreeable administrator) panel of neutrals then active on the roster maintained by the AAA (or mutually agreeable administrator) office located in the city of or nearest to your billing address and, unless otherwise mutually agreed, the arbitrator shall be a retired federal judge, a retired state appellate judge, a retired state trial judge, or a lawyer with at least 15 years of experience in that order of preference.

In the event that the AAA or mutually agreeable administrator is unable or unwilling 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).

**Arbitration Procedures and Applicable Law; Offer of Settlement:** Unlike a lawsuit in state or federal court, arbitration is conducted by a private organization that specializes in alternative dispute resolution. Disputes in arbitration are decided by a neutral arbitrator instead of a judge or jury. You may represent yourself in arbitration, or you may be represented by a lawyer.

Under this agreement to arbitrate, a single arbitrator designated by the arbitration administrator will decide the Claim under applicable law. The arbitrator is bound by the terms of this agreement to arbitrate. The AAA or mutually agreeable administrator will apply its code of procedures in effect at the time the arbitration claim is filed. If there is a conflict between that code of procedures and this arbitration provision and/or any sections of this Card Agreement, this arbitration provision and/or this Card Agreement will control. The arbitrator will honor all claims of privilege recognized by law. Subject to the prohibition on class, representative, and consolidation procedures set forth above, the arbitrator will have the power to award to a party any damages or other relief (including relief in equity) provided for under applicable law. That is, a party will be entitled to recover in arbitration any damages or other relief that it could recover if it prevailed in a court proceeding. An arbitrator's award shall consist of a written statement setting forth the disposition of each Claim. At the request of any party, the arbitrator shall also set forth a written explanation of the essential findings and conclusions on which the award is based. An arbitration award shall decide the rights and obligations only of the parties named in the arbitration, and shall not have any bearing on another person or dispute.

If your Claim is for $10,000 or less, you may choose whether the arbitration will be conducted solely on the basis of documents, in a telephonic hearing, or in an in-person hearing.

Any in-person hearing will take place in the federal judicial district that includes your billing address at the time the Claim is filed, unless the parties agree to a different place.

**The Arbitrator's Decision:** The arbitrator's decision will be final and binding on the parties. A party can file a written appeal to the arbitration administrator within thirty (30) days after an award is issued. The appeal will proceed before a panel of three neutral arbitrators designated by the same arbitration administrator. The panel will decide anew all factual and legal issues, following the same rules of procedure, by majority vote any aspect of the original decision objected to. The costs of such an appeal will be borne in accordance with the below paragraph entitled "Fees and Costs". Any review by a court shall be governed by the Federal Arbitration Act. Any final arbitration award will be binding on the named parties and enforceable by any court having jurisdiction.

**Fees and Costs:** We will pay any costs that are required to be paid by us under the arbitration administrator's rules of procedure. If you file the arbitration, you will pay your share of the initial filing fee, unless you seek and qualify for a fee waiver under the applicable rules of the arbitration administrator. The party filing an appeal shall be responsible for all filing fees and costs of the appeal unless prohibited by administrator's rules of procedure. All parties are responsible for their own attorney's fees, expert fees and any other expenses, unless the arbitrator awards such fees or expenses to you or us if allowed by applicable law.

**Other Parties Subject to this Agreement to Arbitrate:** In addition to you and us, the rights and duties described in this agreement to arbitrate apply to: any third party co-defendant of a claim subject to this arbitration provision; all joint account holders, Additional Cardholders, and Authorized Users of your Account(s).

**How to REJECT this Agreement to Arbitrate:** You can reject this agreement to arbitrate but only if we receive from you a written notice of rejection within 45 days after it was first provided to you. To reject this agreement to arbitrate you must send the notice of rejection to: Credit One Bank, Attention: Arbitration Opt Out, P. O. Box 98873, Las Vegas, NV 89193-8873. Rejection notices sent to any other address will not be accepted or effective. If you decide to reject this agreement to arbitrate in writing, your notice must state that you reject this agreement to arbitrate and include your name, address, account number, and personal signature. Rejection of arbitration will not affect your other rights or responsibilities under this Card Agreement.

**Survival, Severability, and Amendment of Terms:**
*Survival.* This agreement to arbitrate shall survive changes in the Agreement and termination of the Account or the relationship between you and us, including the bankruptcy of any party and any transfer or sale of your Account, or amounts owed on your Account, to another person or entity.
*Severability.* If any part or parts of your agreement to arbitrate are declared unenforceable, then such specific part or parts shall be of no force or effect and shall be severed, but the remainder of this agreement to arbitrate shall continue in full force and effect. If, however, the entire agreement to arbitrate or your waiver of the right to bring or participate in a class or representative action or in consolidation procedures is unenforceable, then the agreement to arbitrate shall be of no force or effect. Notwithstanding the preceding sentence, with respect to California Account Holders, if arbitration is unenforceable, in whole or in part, you and we agree to resolve any Claim by a judicial reference proceeding as described above.
*Amendment in Writing Only.* This agreement to arbitrate may not be amended, severed, or waived, except as expressly provided in the Agreement or in a written agreement between you and us.

## *Other Information*

**Transactions in Foreign Currencies:** If you make a transaction at a merchant that settles in a currency other than U.S. dollars, American Express will convert that charge into a U.S. Dollar amount. That conversion will be done at a rate selected by American Express from the range of rates available in wholesale currency markets for the applicable central processing date, which rate may vary from the rate American Express itself receives, or the government-mandated rate in effect for the applicable central processing date. The currency conversion rate used on the processing date may differ from the rate that would have been used on the purchase date or on the date the transaction is posted to your Account. You agree to pay the converted amount, including any charges for the conversion that may be imposed as described above.

**Changes to Your Agreement:** The rates, fees and terms of this Agreement may change and we may add or delete any term to this Agreement, consistent with applicable law. We will give you advance written notice of these changes and a right to reject the change, if required by law.

**Unauthorized Use:** Notify us immediately if your Card is lost or stolen or you suspect that someone is using your Card or Account without your permission.

**Assignment:** We may assign any or all of our rights and obligations under this Agreement. You may not assign any of your rights or obligations under this Agreement.

**No Waiver:** We will not lose our rights under this Agreement because we delay or do not enforce them.

**Governing Law:** This Agreement is governed by and interpreted in accordance with the laws applicable to national banks, and, where no such laws apply, by the laws of the State of Nevada, excluding the conflicts of law provisions thereof, regardless of your state of residence.

**Conformance with Law; Severability:** If any part of this Agreement conflicts with applicable law, that provision will be considered modified to conform to applicable law. If any part of this Agreement is invalid, the rest shall remain in effect, except as otherwise noted in the Arbitration Provision.

## ***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 the Billing Inquiries address on the statement.

In your letter, give us the following information:

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

You must contact us:

- Within 60 days after the error appeared on your statement.
- At least 3 business days before an automated payment is scheduled, if you want to stop payment on the amount you think is wrong.

You must notify us of any potential errors in writing. You may call us, but if you do we are not required to investigate any potential errors and you may have to pay the amount in question.

**What Will Happen After We Receive Your Letter**

When we receive your letter, we must do two things:

1. Within 30 days of receiving your letter, we must tell you that we received your letter. We will also tell you if we have already corrected the error.
2. Within 90 days of receiving your letter, we must either correct the error or explain to you why we believe the bill is correct.

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

- We cannot try to collect the amount in question, or report you as delinquent on that amount.
- The charge in question may remain on your statement, and we may continue to charge you interest on that amount.
- While you do not have to pay the amount in question, you are responsible for the remainder of your balance.
- We can apply any unpaid amount against your credit limit.

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

*If we made a mistake:* You will not have to pay the amount in question or any interest or other fees related to that amount.

*If we do not believe there was a mistake:* You will have to pay the amount in question, along with applicable interest and fees. We will send you a statement of the amount you owe and the date payment is due. We may then report you as delinquent if you do not pay the amount we think you owe.

If you receive our explanation but still believe your bill is wrong, you must write to us within 10 days telling us that you still refuse to pay. If you do so, we cannot report you as delinquent without also reporting that you are questioning your bill. We must tell you the name of anyone to whom we reported you as delinquent, and we must let those organizations know when the matter has been settled between us.

If we do not follow all of the rules above, you do not have to pay the first $50.00 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 $50.00. (Note: Neither of these are necessary if your purchase was based on an advertisement we mailed to you, or if we own or operate the company that sold you the goods or services.)
2. You must have used your credit card for the purchase. Purchases made with cash advances from an ATM or with a check that accesses your credit card account do not qualify.
3. You must not yet have fully paid for the purchase.

If all of the criteria above are met and you are still dissatisfied with the purchase, contact us in writing at the Billing Inquiries address shown on your statement.

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

## ***Rewards Program Supplement***

This document ("Supplement") describes the terms and conditions of the Credit One Bank Cash Back Rewards Program ("Program") and supplements the Card Agreement that governs your credit card account issued by Credit One Bank, N.A. (the "Account"). By using the Account, you agree to participate in the Program. Your participation is subject to the terms of the Card Agreement, including the arbitration agreement, if applicable, and this Supplement. In the event of a conflict between the Card Agreement and this Supplement, with respect to matters relating to the Program, this Supplement controls.

**Earning Cash Back Rewards:** You earn 1% cash back rewards for purchases using your Account minus returns, refunds, disputed charges and fraudulent transactions ("Net Purchases").

You do not earn cash back rewards on Cash Advances, Balance Transfers, Peer to Peer cash-like transactions (such as Venmo, Cash App, Zelle, and other similar merchants and services), interest, fees, and other charges. If your Account is in default, as defined in your Card Agreement, at the time the cash back rewards are to be posted to your Account, you WILL NOT receive the applicable credit. Cash back rewards have no cash value; however, when redeemed in accordance with the Program have a redemption value. See "**Redeeming Cash Back Rewards**" below. Cash back rewards may not be transferred to any other person including through such events as inheritance, bankruptcy, or divorce.

Earning and accruing cash back rewards is not limited as long as your Account is in good standing, and you may have a negative cash back rewards balance (because of returns and other post transaction actions). If your Account has a negative cash back rewards balance, any newly earned cash back rewards will be used to offset that negative balance until that balance has been brought to zero. As long as your Account is in good standing, your cash back rewards do not expire. Cash back rewards are forfeited 90 days after your Account is closed by you or us. If we find evidence of misuse, fraud or the Account is in default, as defined in your Card Agreement, no redemptions of your cash back rewards, automatic or manual, will be permitted; provided that if your Account is closed because of nonpayment, you will have 90 days to redeem any cash back rewards from the date the notice is sent to you. See "**Redeeming Cash Back Rewards**." Cash back rewards from separate accounts cannot be combined. Authorized Users earn cash back rewards on the Account, but only the primary Cardholder may redeem cash back rewards.

**Redeeming Cash Back Rewards:** Cash back rewards may be redeemed automatically ("Automatic Redemption") only for statement credits; or redeemed manually ("Manual Redemption"), for statement credits, gift cards, or other goods or services. You can switch between Automatic and Manual Redemption, but in order to do so, you must have an online Account that you can access via CreditOneBank.com or the Credit One Bank Mobile App. All cash back rewards redemptions are subject to terms and conditions set forth in this Supplement and at https://www.creditonebank.com/RewardsRedemptionTerms.

- Manual Redemption: Upon Account opening, your Account will be set to Manual Redemption. Cash back rewards will post to your Account within thirty-seven days after a Net Purchase posts to your Account. The amount of cash back rewards you need to redeem for consumer goods and services will be determined at redemption and may change without notice. The most up-to-date amount of cash back rewards you have available to redeem (which reflects any adjustments, transfers, or redemptions) is available online or by calling the customer service number and may differ from the available cash back rewards shown on your last monthly billing statement.
- Automatic Redemption: Cash back rewards may be redeemed automatically as statement credits. To do so, you must change your redemption setting from Manual Redemption to Automatic Redemption. If you switch from Manual to Automatic Redemption, any cash back reward balance accrued while your Account has a Manual Redemption setting will be applied to your Account as a statement credit in any month your redemption setting is set to Automatic Redemption as of 3:00 p.m. Central Time on the first day of the month. We will post a statement credit to your Account within thirty-seven days after the end of the month based on the Net Purchases posted to your Account from the first day to the last day of the current month. You will receive an automatic rewards credit on each statement that has at least one Net Purchase.

**Feedback:** If you send or transmit any communications, comments, questions, suggestions, or related materials, whether by letter, e-mail, telephone, or otherwise ("Feedback"), suggesting or recommending changes to the Program or how cash back rewards are fulfilled, including, without limitation, new features or functionality, you grant us and any of our vendors a perpetual right to use the Feedback for our own and their own, respective internal business purposes. Further, we, our service providers, vendors, and any subcontractors disclaim any liability to you for any such use of Feedback for our or their own, respective internal business purpose.

**Consumer Goods/Services Disclaimer: BY PARTICIPATING IN THE PROGRAM, YOU ACKNOWLEDGE AND AGREE THAT CREDIT ONE BANK AND ITS VENDORS ARE ONLY PROVIDING THE PROGRAM TO EARN AND REDEEM CASH BACK REWARDS AND NOT PROVIDING CONSUMER GOODS OR SERVICES. CREDIT ONE BANK AND ITS VENDORS ARE NOT INVOLVED IN WARRANTING ANY CONSUMER**

**GOODS OR SERVICES WHICH YOU MAY ACQUIRE UTILIZING THE PROGRAM AND REDEMPTION SERVICES. CREDIT ONE BANK AND ITS VENDORS DO NOT MAKE, AND AFFIRMATIVELY DISCLAIM, ANY AND ALL WARRANTIES, EXPRESS OR IMPLIED, WITH RESPECT TO SUCH CONSUMER GOODS OR SERVICES, INCLUDING WITHOUT LIMITATION, ANY WARRANTY OF MERCHANTABILITY, SUITABILITY FOR A PARTICULAR PURPOSE, OR AGAINST INFRINGEMENT. WARRANTIES FOR CONSUMER GOODS AND SERVICES ARE LIMITED TO THE APPLICABLE THIRD-PARTY SUPPLIER'S WARRANTIES AND RETURN POLICIES. BY PARTICIPATING IN THE PROGRAM, YOU ACKNOWLEDGE AND AGREE TO LOOK SOLELY TO THE APPLICABLE MERCHANT PROVIDING THE CONSUMER GOODS AND/OR SERVICES REDEEMED OR PURCHASED BY YOU UTILIZING THE PROGRAM FOR ANY WARRANTY, REMEDY, OBLIGATION AND/OR LIABILITY WITH RESPECT TO SUCH CONSUMER PRODUCTS AND/ OR SERVICES. BY PARTICIPATING IN THE PROGRAM, YOU RELEASE CREDIT ONE BANK AND ITS VENDORS FROM ANY AND ALL LIABILITY WITH RESPECT TO SUCH CONSUMER GOODS AND SERVICES.**

**Information Disclaimer: IN THE COURSE OF PROVIDING THE PROGRAM AND REDEMPTION SERVICE FOR CONSUMER GOODS AND/OR SERVICES, CREDIT ONE BANK AND/ OR ITS VENDORS MAY INTEGRATE WITH THIRD-PARTY SUPPLIERS SELECTED OR CHANGED BY CREDIT ONE BANK AND/OR ITS VENDORS, IN THEIR SOLE DISCRETION, FOR THE FULFILLMENT OF SUCH CONSUMER GOODS AND/OR SERVICES REDEEMED OR PURCHASED UTILIZING THE PROGRAM. IN ORDER TO FACILITATE FULFILLMENT OF THE CONSUMER GOODS AND SERVICES WITH THE THIRD-PARTY SUPPLIERS, CREDIT ONE BANK AND/OR ITS VENDORS MAY SEND YOUR REQUIRED PERSONAL AND OTHER INFORMATION (WHICH CAN INCLUDE, BUT IS NOT LIMITED TO FIRST NAME, LAST NAME, SHIPPING ADDRESS, PHONE NUMBER AND EMAIL ADDRESS) TO THIRD-PARTY SUPPLIERS TO FACILITATE THE PURCHASE OR REDEMPTION. BY PARTICIPATING IN THE PROGRAM AND REDEEMING CASH BACK REWARDS FOR CONSUMER GOODS OR SERVICES, YOU THEREFORE AGREE THAT CREDIT ONE BANK AND ITS VENDORS WILL NOT BE HELD RESPONSIBLE AND YOU HEREBY RELEASE CREDIT ONE BANK AND ITS VENDORS FROM ANY LIABILITY FOR YOUR INFORMATION AFTER IT IS INPUT INTO THE REDEMPTION FULFILLMENT SERVICES, FOR THE EXCLUSIVE BENEFIT OF, AND USE BY, THE THIRD-PARTY SUPPLIER, BY YOU AND CORRECTLY TRANSMITTED TO THE THIRD-PARTY SUPPLIER FOR ORDER FULFILLMENT. AFTER YOUR INFORMATION IS PLACED INTO THE REDEMPTION FULFILLMENT SERVICE, YOUR INFORMATION SHALL BE SUBJECT TO THE PRIVACY POLICY AND TERMS OF SUCH THIRD-PARTY SUPPLIER.**

**Program Restrictions:** Cash back rewards posted as a statement credit will reduce the balance on your Account but will not count as payments. You will still be required to pay at least the Minimum Payment Due as shown on your billing statement each month. You WILL NOT earn cash back rewards for Purchases made while your Account is in default as defined within your Card Agreement. This Program excludes Accounts already enrolled in a different Credit One Bank cash back or other rewards program.

**Changes:** The Program may be changed (added to, modified, or deleted) by us at any time. We will give you prior notice to the extent required by law. Any revision may affect your ability to earn or redeem cash back rewards.

**Termination:** We may suspend or terminate the Program or your participation in the Program at any time and will give you prior notice to the extent required by law. If we suspend or terminate the Program or your participation in the Program, you will have 90 days to redeem any cash back rewards from the date the notice is sent to you. See "**Redeeming Cash Back Rewards**."

**Limited Liability:** Unless otherwise required by law, this Program, or our Card Agreement with you, we will not be liable to you or anyone making a claim on your behalf, in connection with: (1) any change or termination of the Program; (2) any loss, damage, expense or inconvenience caused by any occurrence outside of our control; (3) any taxes that you incur as a result of receiving cash back rewards, payment of which taxes will be your responsibility; (4) any merchandise or services you purchase, or for any direct, indirect or consequential damages with respect to the use of your Account. In any event, any liability that Credit One Bank may have to you in connection with the Program shall be limited to the amount of any cash back rewards you have earned in this Program. The Program and cash back rewards are void or limited where prohibited or restricted, respectively, by federal, state, or local law.

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# *CARD AGREEMENT*

## ***Pricing Summary***

| Interest Rates and Interest Charges | |
|---|---|
| **ANNUAL PERCENTAGE RATE (APR) for Purchases** | **29.74%**<br>This APR will vary with the market based on the Prime Rate. |
| **ANNUAL PERCENTAGE RATE (APR) for Balance Transfers** | **15.99%** introductory APR for 9 billing cycles from the date the balance transfer is posted to the account for all balances transferred within 60 days of account opening.<br>After that, your APR will be **29.74%.** This APR will vary with the market based on the Prime Rate. |
| **ANNUAL PERCENTAGE RATE (APR) for Cash Advances** | **31.74%**<br>This APR will vary with the market based on the Prime Rate. |
| **Paying Interest** | Your due date is at least 24 days after the close of each billing cycle. We will not charge you any interest on Purchases if you pay your entire balance by the due date each month. We will begin charging interest on Cash Advances and Balance Transfers from the posting date. |
| **Minimum Interest Charge** | If you are charged interest, the charge will be no less than $1.00. |
| **For Credit Card Tips from the Consumer Financial Protection Bureau** | **To learn more about factors to consider when applying for or using a credit card, visit the website of the Consumer Financial Protection Bureau at http:// www.consumerfinance.gov/learnmore.** |
| **Fees** | |
| **Annual Fee** | **$0** |
| **Transaction Fees**<br>• Balance Transfer<br>• Cash Advance<br>• Foreign Transaction | <br>• Either **$10** or **5%** of the amount of each Balance Transfer, whichever is greater.<br>• Either **$10** or **5%** of the amount of each Cash Advance, whichever is greater.<br>• None |
| **Penalty Fees**<br>• Late Payment<br>• Returned Payment | <br>• Up to **$39***<br>• Up to **$39**** |

**How We Will Calculate Your Balance:** We use a method called "average daily balance (including new Purchases)." See your Card Agreement for more details.

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

***Late Payment Fee:** We will charge the maximum safe harbor amount, which is set annually in accordance with 12 C.F.R. 1026.52(b)(1)(ii)(D). Currently the fee is $29, unless you incurred a Late Payment Fee during the prior six billing cycles. If you did, the fee is currently $39. This fee will not exceed the related Minimum Payment that was due. We charge a Late Payment Fee to your Account if at least the Amount Due This Period (less any Late Payment Fee for the current billing cycle) plus any Past Due Amount is not received by 5:00 p.m. PT on the Payment Due Date shown on your statement.

****Returned Payment Fee:** We will charge the maximum safe harbor amount, which is set annually in accordance with 12 C.F.R. 1026.52(b)(1)(ii)(D). If a payment is not honored upon first presentment, even if the payment is later honored, a Returned Payment Fee will be charged to your Account. Currently, the fee is $29, unless you incurred a Returned Payment Fee in the prior six billing cycles. If you did, the fee is currently $39. This fee will not exceed the related Minimum Payment that was due.

**Additional Rate Information:** The monthly periodic rate for the introductory Balance Transfer APR is 1.33250%. The Purchase and non-introductory Balance Transfer APR equals the Prime Rate plus a margin of 22.99%. This corresponds to a monthly periodic rate of 2.47833%. The Cash Advance APR equals the Prime Rate plus a margin of 24.99%. This corresponds to a monthly periodic rate of 2.64500%.

**Minimum Payments:** 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 the sum of:

- 5% of your outstanding balance, rounded up to the next whole dollar, or $30, whichever is greater;
- any Late Payment Fee for the current billing cycle;
- and any Past Due Amount (excluding any past due Late Payment Fees).

## ***The Agreement***

This Agreement, together with the Pricing Summary, is your contract with us.

**Accepting this Agreement:** You accept this Agreement when you use the Account. You may still reject this Agreement if you have not yet used the Card, used the Account, or paid a fee after receiving a billing statement. To reject the Agreement, call us at 866-515-5721 or write us at Bank Card Center, P.O. Box 95516, Las Vegas, NV 89193-5516. If you reject the Agreement, you are not responsible for any fees or charges.

**Arbitration:** This Agreement includes an Arbitration Provision with class action and jury trial waivers. You can reject the Arbitration Provision. See "How to REJECT this agreement to arbitrate" in the Arbitration section. If you do not, it will be part of this Agreement.

**Promise to Pay:** You agree to pay us for all amounts due on your Account, including credit for Purchases, Balance Transfers, and Cash Advances, as well as interest charges and fees. This includes charges made by Additional Cardholders and other Authorized Users.

## ***Definitions***

**Account** means the Credit One Bank card account under this Agreement.

**Authorized User** means any person you allow to use your Account or Card, including Additional Cardholders. If the Authorized User has been issued a Card and you want to terminate the Authorized User, you must notify us by telephone or in writing.

**Balance Transfer** means a transaction we designate that allows you to use your Account to pay another creditor or yourself. Balance Transfers cannot be used to pay us or our affiliates. A Balance Transfer will be subject to the terms of the Balance Transfer offer and this Agreement.

**Card** refers to one or more cards or access devices, including your Account number, that we give you or someone else with your authorization to get credit under this Agreement.

**Cardholder** refers to each person with a card issued in their name.

**Cash Advance** means the use of your Account to obtain funds at a financial institution or the use of a Convenience Check.

**Convenience Check** means a check we issue to you to take a Cash Advance. You may not use these checks to pay us or our affiliates.

**Purchase** means the use of the Account to obtain goods or services.

**Prime Rate** means the highest U.S. Prime Rate in the Money Rates section of The Wall Street Journal on the 25th day of the month, or the next day if that day is not a publication day. If The Wall Street Journal does not publish the U.S. Prime Rate, we may substitute another index.

**we**, **us**, **our**, and **Credit One Bank** refer to Credit One Bank, N.A., the issuer of your Card.

**you**, and **your** refer to each person who has applied for the Account and where appropriate, the Authorized User.

## ***Features and Use of Your Account***

**Using Your Card:** You may make Purchases wherever the Card is accepted. You may use the Account to obtain Cash Advances, but you may not make more than two Cash Advance transactions per day which may not exceed the lower of your available credit for cash or $200. You may use the Account for only personal, family, or household purposes, and if your Account is used for any other purpose you are still responsible for such use. You may not use the Account for business or commercial purposes. The Account may not be used for online or internet gambling or illegal purposes.

**Your Credit Limit:** We will tell you your credit limit. Keep your Account balance below your credit limit. If you do not, you must still pay us. We may designate part of your credit limit as a Cash Advance limit and part as a Balance Transfer limit. We may change your credit limit(s) at any time, without notice. You may use a portion of your credit limit for Cash Advances and Balance Transfers. Each Purchase, Cash Advance, and Balance Transfer obtained will reduce the amount of available credit under your credit limit until it is repaid. We may delay increasing your available credit by the amount of any payment that we receive for up to 12 calendar days.

**Credit Limit Increase:** To request a credit limit increase contact the Customer Service number on your statement. We may impose a fee for processing the request.

**Credit Authorizations:** We may decline to authorize a transaction for any reason. We will not be liable to you if we decline a transaction or if anyone refuses any use of your Card.

**Automatic Billing:** You may set up automatic billing with a merchant. You authorize us to provide an updated Account number or Card expiration date to any merchant at our discretion. Contact the merchant to stop automatic billing.

**Joint Accounts:** If this is a joint account, each of you is responsible individually and together for all amounts owed. Each of you is responsible even if the Account is used by only one of you. You will continue to be liable for the entire balance of the Account, even if your co-applicant is ordered by a court to pay us. You will remain liable to us if your co-applicant fails to pay as ordered by the court. Your Account status will continue to be reported to the credit reporting agencies under each of your names. The delivery of notices or billing statements to either of you serves as delivery to each of you. We may rely on instructions given by either of you. We are not liable to either of you for relying upon such instructions.

**Electronic Access:** Applications (apps) on electronic devices (such as mobile wallets) can store your Card and can be used to get credit under this Agreement. Such transactions are covered by this Agreement. Apps may have separate terms of use. We are not responsible if you violate those terms or for any consequences from violating those terms.

**Additional Cardholder:** At your request, we may, at our discretion, issue, in the name of another person, an additional Card on your Account. That person is an Additional Cardholder, as well as an Authorized User. An Additional Cardholder has access to certain Account information including balance, available credit and payment information. If you advise us that the Additional Cardholder is your spouse, information regarding the Account will be provided to consumer reporting agencies in your name as well as in the name of the Additional Cardholder. By requesting that we add an Additional Cardholder to your Account, you represent that you (1) have the consent of the Additional Cardholder to be added to the Account, (2) have provided a copy of this Agreement to the Additional Cardholder, and (3) if the Additional Cardholder is your spouse, you have told the Additional Cardholder that Credit One Bank will furnish credit information about them to the credit reporting agencies in connection with the Account. The Additional Cardholder may report the Card lost or stolen and may remove him or herself from the Account.

## ***Interest Rates and Interest Changes***

**Annual Percentage Rates (APRs):** See the Pricing Summary for your APRs. The APR for Balance Transfers will be the same as the APR for standard Purchases, unless a promotional rate applies.

**Variable Rates:** Your Pricing Summary indicates whether you have any variable APRs. Variable APRs are determined by adding to the Prime Rate the number of percentage points (“margin”) specified in the Pricing Summary. Variable APRs will increase or decrease when the Prime Rate changes. The APR change will take effect beginning with billing cycles that end on or after the first day of the month after the month in which the Prime Rate changes. An increase in the APR will increase your interest charges and may increase your Minimum Payment Due.

**Average Daily Balance Method (including new transactions):** We calculate interest each billing cycle by first figuring the "average daily balance" for each type of balance. Standard Purchases, standard Cash Advances, standard Balance Transfers, and each promotional offer, are all types of balances.

For each type of balance, for each billing cycle, we start with the balance on the last day of your previous billing cycle. We subtract any unpaid interest. This is the beginning balance each day. Each day of the billing cycle we subtract any new payments and credits applied to that type of balance. We add any new transactions and fees for that type of balance. We add Purchases, Cash Advances, and Balance Transfers on the post date. We add transaction fees on promotional rate and non-promotional rate Balance Transfers to the same type of balance as the transaction. We add all other fees to the standard Purchase balance. This gives us the daily balance for that type of balance, except that if the daily balance is negative, we treat it as zero. We then add up all of the daily balances and divide by the number of days in the billing cycle. This gives us the "average daily balance" for that type of balance. We multiply the average daily balance by the applicable monthly periodic rate (the APR divided by 12). This gives us the interest charged for that type of balance for that billing cycle. This interest is included in the Account balance on the last day of the billing cycle. The results for all types of balances are then added together to determine the total interest charged that billing cycle.

**When Interest Begins:** We begin to impose interest on a transaction or fee from the day we add it to the daily balance. We continue to impose interest 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 billing statement by the Payment Due Date shown on that billing statement, we will not impose interest on new Purchases paid by the Payment Due Date on your current billing statement. The Payment Due Date will be at least 24 days after the close of the billing cycle. If you have been paying your Account balance in full and thereby avoiding interest on Purchases, but then do not pay the next New Statement Balance in full by the Payment Due Date, in that billing cycle we will start charging interest on the unpaid portion of your balance.

## ***Fees***

See the Pricing Summary for additional Fee information.

**Annual Fee:** If your Account is subject to an Annual Fee, the amount and when it is billed is shown on the Pricing Summary. The Annual Fee is billed to the Account until the Account is closed and the outstanding balance is paid in full. The Annual Fee is refundable as long as you cancel your Account and have not used your card for any Purchases, Cash Advances, or Balance Transfers and you have not made a payment.

**Credit Limit Increase Fee:** If a fee is imposed for processing a Credit Limit increase request, we will tell you the amount of the fee at the time of your request and before you agree to it.

**Foreign Transaction Fee:** We add this fee, unless "None" is stated in the Pricing Summary table, for each purchase made outside the U.S. (A purchase is made outside the U.S. unless it is made with a U.S. merchant, processed completely in the U.S., and in U.S. dollars.) The fee is a percentage of the U.S. dollar amount of the purchase. American Express charges a foreign currency conversion fee of 1% of the amount of the transaction in U.S. dollars. This fee is included as part of the Foreign Transaction Fee listed in the Pricing Summary.

**Optional Express Payment Service Fee:** If a representative of ours helps expedite your payment, we may impose an Express Payment fee. You will be informed of the amount of the fee before you complete the transaction.

**Duplicate Statement Fee:** If you request a duplicate copy of a monthly statement, for any purpose other than to assert a billing error, you will be charged a fee of up to $10 for each statement copy requested.

**Sales Slip Request Fee:** If you request a copy of a sales slip, for any purpose other than to resolve a dispute about the charges on your Account, you will be charged a fee of $6 for each sales slip copy requested.

**Replacement Card Fee:** If you request a replacement card, a Replacement Card Fee of up to $25 may be charged to your Account.

## ***Payments***

**Minimum Payment Due:** See the Pricing Summary for the minimum payment requirements.

**Small Balances:** As it is uneconomical for both you and us to process payments or maintain credits that are $1 or less in amount, you agree as follows: (1) In any billing cycle in which you have had no transactions and your New Balance on the billing date is $1 or less, the balance will be rounded to

zero and you will not receive a bill for this amount. (2) In the event that you have a credit balance of $1 or less for two consecutive billing cycles, the balance will be rounded to zero and you will not receive a refund of this amount.

**Payment Instructions:** You must pay us in U.S. dollars, in funds on deposit in the U.S. 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.

**Irregular Payments:** Any payment submitted in offer of settlement of a disputed debt, including any item containing a notation such as "paid in full," and any other item with a restrictive endorsement, must be sent to: Credit One Bank, P.O. Box 95516, Las Vegas, NV 89193-5516. We can accept late payments, partial payments, and checks or other items with restrictive endorsements at any other address without losing any of our rights under this Agreement.

**Postdated Checks:** You agree that we need not examine any payment check to confirm that it is not postdated and that we may deposit any postdated check on the day we receive it.

**Payment Allocation:** We apply payments up to the Minimum Payment Due and credits at our discretion, which may result in balances at lower APRs being paid first and higher interest charges. Payments over the Minimum Payment Due will be applied to balances with higher APRs first.

## ***Collecting, Sharing, and Updating Information***

**Customer Privacy:** We send you our Privacy Policy when you open your Account and thereafter in accordance with applicable law. 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. You accept the terms of our Privacy Policy when you use the Account. Contact us or visit CreditOne.com if you would like a copy.

**Information About You:** You authorize us to obtain and/or use information about you from third parties and credit reporting agencies to: (1) verify your identity and/or conduct investigative inquiries; (2) determine your income and credit eligibility; (3) review your Account and provide renewal of credit; (4) verify your current credit standing in order to present future credit limit increases or decreases; (5) qualify you for and present additional lines of credit or other offers; and (6) collect amounts owing on your Account. Upon request, we will tell you the name and address of any credit reporting agency that provided us with information concerning you.

**Furnishing Information:** We may furnish information concerning your Account or credit file to consumer reporting agencies and others who may properly receive that information. If you believe that information we furnished is inaccurate or incomplete, please write us at Credit One Bank, P. O. Box 98873, Las Vegas, NV 89193-8873. Please include your name, address, home phone number and Account number.

**Telephone Calls, Text Messages and Emails Regarding Your Account:** You are providing express written permission and consent authorizing Credit One Bank and our agents, servicers, contractors, subsidiaries, affiliates, officers, and other partners and employees to contact you at any phone number (including mobile, cellular/wireless, or similar devices) or email address you provide at any time, for any lawful purpose. The ways in which we may contact you include live operator, dialing system, automatic telephone dialing systems (auto-dialer), prerecorded and artificial voice message, text/SMS message or email. Phone numbers and email addresses you provide include those you give to us, those from which you, or someone acting on your behalf, contact us or which we obtain through other means. If you provide a phone number for which you are not the owner, you confirm you are authorized to provide that number. Such lawful purposes include, but are not limited to: obtaining information; activation of the card for verification and identification purposes; account transactions or servicing related matters; suspected fraud or identity theft; collection on the Account; and providing information about special products and services. You agree to pay any fee(s) or charge(s) that you may incur for incoming communications from us or outgoing communications to us, to or from any such number or email address, without reimbursement from us.

**Communication Revocation:** You may revoke your authorization for most communications. However, you cannot revoke authorization for fraud related communications or legally required communications. To change your communication preferences or to revoke consent you must write us. Please:

- include your name, mailing address, and the last four digits of your Account number;
- specify whether you are changing your preferences regarding mail, telephone calls, emails, and/or text or SMS messages;
- provide the specific phone number(s) and/or email address for which you are requesting communications to cease;
- send this written notice to: Credit One Bank, P.O. Box 98873, Las Vegas, NV 89193-8873.

Certain communication preferences can be changed on-line. Please log in to your Account to see if that option is available.

**Telephone Monitoring:** You agree that we (and our servicers, agents and contractors) may monitor and record any calls between you and us.

**Updating Your Phone Number:** Notify us immediately if you change mobile or cell phone numbers or plan to give your phone to someone else. It is your responsibility to provide us with a true, accurate and complete mobile number and to maintain and update promptly any changes in this information. You can update your mobile number by calling us at the phone number on the back of your Card.

**Indemnification:** If you provide telephone number(s) for which you are not the subscriber, or fail to notify us when you cease to be the subscriber for a telephone number you previously gave us, you agree to indemnify us, our subsidiaries, affiliates, officers, agents, servicers, contractors, and other partners and employees for any costs and expenses, including reasonable attorneys' fees, incurred as a result of us contacting or attempting to contact you at the number(s). Your obligation under this paragraph shall survive termination of the Agreement.

## ***Account Closure***

**Default:** You are in default under this Agreement if (1) bankruptcy or another insolvency proceeding is filed by or against you; (2) we reasonably believe you are unable or unwilling to repay us; (3) you die or are legally incompetent or incapacitated; (4) you fail to comply with the terms of this Agreement, including failing to make a required payment when due, exceeding your credit limit or using your Card or Account for an illegal transaction; (5) you give us misleading, false, incomplete or incorrect information or fail to give us any information we deem necessary; or (6) if you no longer permanently reside in the United States or its territories. If you are in default, we may declare the entire Account balance immediately due and payable without advance 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.

**Closing Your Account:** You may close your Account at any time. You will remain responsible for any amount you owe us under this Agreement. Any joint Cardholder may cancel a joint Account. However, both of you will remain responsible for paying all amounts owed. If your Account is subject to an Annual Fee, the fee will continue to be charged until you pay your outstanding balance in full.

We may cancel, suspend or not renew your Card, Account, or access to the credit line at any time and for any reason without notice. If your Account is closed by us, the Annual Fee will continue to be charged until you pay your outstanding balance in full.

However, when your Account is closed, if there is: (1) a debit balance of $1 or less, that balance will be rounded to zero and you will not be required to pay this amount; or (2) a credit balance of $1 or less, that balance will be rounded to zero and this amount will not be refunded to you. The rounding to zero may occur after your closing statement cycles, and you may not receive a statement reflecting the rounding.

## ***Arbitration Agreement***

**PLEASE READ CAREFULLY—IMPORTANT—AFFECTS YOUR LEGAL RIGHTS**

This agreement to arbitrate provides that you or we can require controversies or disputes between us to be resolved by BINDING ARBITRATION. You have the right to REJECT this agreement to arbitrate by using the procedure explained below.

If you do not reject this agreement to arbitrate, you GIVE UP YOUR RIGHT TO GO TO COURT and controversies or disputes between us will be resolved by a NEUTRAL ARBITRATOR INSTEAD OF A JUDGE OR JURY, using rules that are simpler and more limited than in a court. Arbitrator decisions are subject to VERY LIMITED REVIEW BY A COURT. Arbitration will proceed INDIVIDUALLY— CLASS ACTIONS AND SIMILAR PROCEDURES WILL NOT BE AVAILABLE TO YOU.

**Agreement to Arbitrate:** You and we agree that either you or we may, without the other's consent, require that controversies or disputes between you and us (all of which are called "Claims"), be submitted to mandatory, binding arbitration. This agreement to arbitrate is made pursuant to a transaction involving interstate commerce, and shall be governed by, and enforceable under, the Federal Arbitration Act (the "FAA"), 9 U.S.C. §1 et seq., and (to the extent State law is applicable), the laws of the State of Nevada.

For purposes of this agreement to arbitrate, "you" includes you, any co-applicant, any Authorized User (including Additional Cardholders), or anyone else connected with you or claiming through you; and "we" or "us" includes Credit One Bank, N.A., all of its parents, subsidiaries, affiliates, successors, predecessors, employees, and related persons or entities, and all third parties who are regarded as agents or representatives of us in connection with the subject matter of the claim or dispute at issue.

**Covered Claims:** Claims subject to arbitration include, but are not limited to, any controversies or disputes arising from or relating in any way to your Account; any transactions involving your Account; any disclosures made to you concerning your Account; any interest, charges, or fees assessed on

your Account; any service(s) or programs related to your Account; and, if permitted by the rules of the arbitration forum, any collection of debt related to your Account. Claims also include controversies or disputes arising from or relating in any way to advertising, solicitations, or any application for, approval of, or establishment of your Account. Claims subject to arbitration include any controversies or disputes based on any theory of law, whether contract, tort, statute, regulation, common law, or equity, or whether they seek legal or equitable remedies. All Claims are subject to arbitration whether they arose in the past, may currently exist, or may arise in the future. Arbitration will apply even if your Account is closed, you pay us in full any outstanding debt you owe, or you file for bankruptcy. Also, controversies or disputes about the validity, enforceability, coverage, meaning, or scope of this agreement to arbitrate or any part thereof are subject to arbitration and are for the arbitrator to decide. Any questions about what Claims are subject to arbitration shall be resolved by interpreting this agreement to arbitrate in the broadest way the law will allow it to be enforced.

**Claims Not Covered:** Claims (whether brought initially or by counter or cross-claim) are not subject to arbitration if they are filed by you or us in a small claims court, so long as the case remains in such court and only individual claims for relief are advanced in the case.

**No Class Arbitration or Consolidation or Joinder of Parties:** Class actions and other similar procedures in which individuals seek to represent similarly situated individuals or seek relief on behalf of the general public, and consolidation or joinder of Claims (except for claimants on the same account), are NOT available under this agreement to arbitrate. Claims in arbitration will proceed on an INDIVIDUAL basis only:

> UNLESS YOU REJECT THIS AGREEMENT TO ARBITRATE, YOU AND WE WAIVE THE RIGHT TO ASSERT OR PARTICIPATE IN A CLASS ACTION OR ANY REPRESENTATIVE OR CONSOLIDATED PROCEEDING IN COURT OR IN ARBITRATION.

The arbitrator shall have no authority to entertain any Claim as a class action or private attorney general action or on any other similar representative basis, nor shall the arbitrator have any authority to consolidate or join Claims brought by separate claimants (except for claimants on the same account). This also means that the arbitrator 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.†

†**Notice to California Account Holders:** This agreement to arbitrate shall not be construed to prevent you from seeking in the arbitration the remedy of public injunctive relief if (a) you reside in California, (b) you resided in California at the time you entered into this agreement to arbitrate, or (iii) the billing address for your Account is a California address (hereafter, "California Account Holder").

**Initiation of Arbitration:** The arbitration shall be administered by the American Arbitration Association ("AAA") before a single arbitrator under the AAA's Consumer Arbitration Rules, or by a mutually agreeable administrator, before a single arbitrator, as modified by this arbitration provision. Information about the arbitration process for AAA can be obtained from the AAA at www.adr.org. The arbitrator shall be selected from the AAA (or mutually agreeable administrator) panel of neutrals then active on the roster maintained by the AAA (or mutually agreeable administrator) office located in the city of or nearest to your billing address and, unless otherwise mutually agreed, the arbitrator shall be a retired federal judge, a retired state appellate judge, a retired state trial judge, or a lawyer with at least 15 years of experience in that order of preference.

In the event that the AAA or mutually agreeable administrator is unable or unwilling 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).

**Arbitration Procedures and Applicable Law; Offer of Settlement:** Unlike a lawsuit in state or federal court, arbitration is conducted by a private organization that specializes in alternative dispute resolution. Disputes in arbitration are decided by a neutral arbitrator instead of a judge or jury. You may represent yourself in arbitration, or you may be represented by a lawyer.

Under this agreement to arbitrate, a single arbitrator designated by the arbitration administrator will decide the Claim under applicable law. The arbitrator is bound by the terms of this agreement to arbitrate. The AAA or mutually agreeable administrator will apply its code of procedures in effect at the time the arbitration claim is filed. If there is a conflict between that code of procedures and this arbitration provision and/or any sections of this Card Agreement, this arbitration provision and/or this Card Agreement will control. The arbitrator will honor all claims of privilege recognized by law. Subject to the prohibition on class, representative, and consolidation procedures set forth above, the arbitrator will have the power to award to a party any damages or other relief (including relief in equity) provided for under applicable law. That is, a party will be entitled to recover in arbitration any damages or other relief that it could recover if it prevailed in a court proceeding. An arbitrator's award shall consist of a written statement setting forth the disposition of each Claim. At the request of any party, the arbitrator shall also set forth a written explanation of the essential findings and conclusions on which the award is based. An arbitration award shall decide the rights and obligations only of the parties named in the arbitration, and shall not have any bearing on another person or dispute.

If your Claim is for $10,000 or less, you may choose whether the arbitration will be conducted solely on the basis of documents, in a telephonic hearing, or in an in-person hearing.

Any in-person hearing will take place in the federal judicial district that includes your billing address at the time the Claim is filed, unless the parties agree to a different place.

**The Arbitrator's Decision:** The arbitrator's decision will be final and binding on the parties. A party can file a written appeal to the arbitration administrator within thirty (30) days after an award is issued. The appeal will proceed before a panel of three neutral arbitrators designated by the same arbitration administrator. The panel will decide anew all factual and legal issues, following the same rules of procedure, by majority vote any aspect of the original decision objected to. The costs of such an appeal will be borne in accordance with the below paragraph entitled "Fees and Costs". Any review by a court shall be governed by the Federal Arbitration Act. Any final arbitration award will be binding on the named parties and enforceable by any court having jurisdiction.

**Fees and Costs:** We will pay any costs that are required to be paid by us under the arbitration administrator's rules of procedure. If you file the arbitration, you will pay your share of the initial filing fee, unless you seek and qualify for a fee waiver under the applicable rules of the arbitration administrator. The party filing an appeal shall be responsible for all filing fees and costs of the appeal unless prohibited by administrator's rules of procedure. All parties are responsible for their own attorney's fees, expert fees and any other expenses, unless the arbitrator awards such fees or expenses to you or us if allowed by applicable law.

**Other Parties Subject to this Agreement to Arbitrate:** In addition to you and us, the rights and duties described in this agreement to arbitrate apply to: any third party co-defendant of a claim subject to this arbitration provision; all joint account holders, Additional Cardholders, and Authorized Users of your Account(s).

**How to REJECT this Agreement to Arbitrate:** You can reject this agreement to arbitrate but only if we receive from you a written notice of rejection within 45 days after it was first provided to you. To reject this agreement to arbitrate you must send the notice of rejection to: Credit One Bank, Attention: Arbitration Opt Out, P. O. Box 98873, Las Vegas, NV 89193-8873. Rejection notices sent to any other address will not be accepted or effective. If you decide to reject this agreement to arbitrate in writing, your notice must state that you reject this agreement to arbitrate and include your name, address, account number, and personal signature. Rejection of arbitration will not affect your other rights or responsibilities under this Card Agreement.

**Survival, Severability, and Amendment of Terms:**
*Survival.* This agreement to arbitrate shall survive changes in the Agreement and termination of the Account or the relationship between you and us, including the bankruptcy of any party and any transfer or sale of your Account, or amounts owed on your Account, to another person or entity.
*Severability.* If any part or parts of your agreement to arbitrate are declared unenforceable, then such specific part or parts shall be of no force or effect and shall be severed, but the remainder of this agreement to arbitrate shall continue in full force and effect. If, however, the entire agreement to arbitrate or your waiver of the right to bring or participate in a class or representative action or in consolidation procedures is unenforceable, then the agreement to arbitrate shall be of no force or effect. Notwithstanding the preceding sentence, with respect to California Account Holders, if arbitration is unenforceable, in whole or in part, you and we agree to resolve any Claim by a judicial reference proceeding as described above.
*Amendment in Writing Only.* This agreement to arbitrate may not be amended, severed, or waived, except as expressly provided in the Agreement or in a written agreement between you and us.

## *Other Information*

**Transactions in Foreign Currencies:** If you make a transaction at a merchant that settles in a currency other than U.S. dollars, American Express will convert that charge into a U.S. Dollar amount. That conversion will be done at a rate selected by American Express from the range of rates available in wholesale currency markets for the applicable central processing date, which rate may vary from the rate American Express itself receives, or the government-mandated rate in effect for the applicable central processing date. The currency conversion rate used on the processing date may differ from the rate that would have been used on the purchase date or on the date the transaction is posted to your Account. You agree to pay the converted amount, including any charges for the conversion that may be imposed as described above.

**Changes to Your Agreement:** The rates, fees and terms of this Agreement may change and we may add or delete any term to this Agreement, consistent with applicable law. We will give you advance written notice of these changes and a right to reject the change, if required by law.

**Unauthorized Use:** Notify us immediately if your Card is lost or stolen or you suspect that someone is using your Card or Account without your permission.

**Assignment:** We may assign any or all of our rights and obligations under this Agreement. You may not assign any of your rights or obligations under this Agreement.

**No Waiver:** We will not lose our rights under this Agreement because we delay or do not enforce them.

**Governing Law:** This Agreement is governed by and interpreted in accordance with the laws applicable to national banks, and, where no such laws apply, by the laws of the State of Nevada, excluding the conflicts of law provisions thereof, regardless of your state of residence.

**Conformance with Law; Severability:** If any part of this Agreement conflicts with applicable law, that provision will be considered modified to conform to applicable law. If any part of this Agreement is invalid, the rest shall remain in effect, except as otherwise noted in the Arbitration Provision.

## ***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 the Billing Inquiries address on the statement.

In your letter, give us the following information:

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

You must contact us:

- Within 60 days after the error appeared on your statement.
- At least 3 business days before an automated payment is scheduled, if you want to stop payment on the amount you think is wrong.

You must notify us of any potential errors in writing. You may call us, but if you do we are not required to investigate any potential errors and you may have to pay the amount in question.

**What Will Happen After We Receive Your Letter**

When we receive your letter, we must do two things:

1. Within 30 days of receiving your letter, we must tell you that we received your letter. We will also tell you if we have already corrected the error.
2. Within 90 days of receiving your letter, we must either correct the error or explain to you why we believe the bill is correct.

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

- We cannot try to collect the amount in question, or report you as delinquent on that amount.
- The charge in question may remain on your statement, and we may continue to charge you interest on that amount.
- While you do not have to pay the amount in question, you are responsible for the remainder of your balance.
- We can apply any unpaid amount against your credit limit.

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

*If we made a mistake:* You will not have to pay the amount in question or any interest or other fees related to that amount.

*If we do not believe there was a mistake:* You will have to pay the amount in question, along with applicable interest and fees. We will send you a statement of the amount you owe and the date payment is due. We may then report you as delinquent if you do not pay the amount we think you owe.

If you receive our explanation but still believe your bill is wrong, you must write to us within 10 days telling us that you still refuse to pay. If you do so, we cannot report you as delinquent without also reporting that you are questioning your bill. We must tell you the name of anyone to whom we reported you as delinquent, and we must let those organizations know when the matter has been settled between us.

If we do not follow all of the rules above, you do not have to pay the first $50.00 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 $50.00. (Note: Neither of these are necessary if your purchase was based on an advertisement we mailed to you, or if we own or operate the company that sold you the goods or services.)
2. You must have used your credit card for the purchase. Purchases made with cash advances from an ATM or with a check that accesses your credit card account do not qualify.
3. You must not yet have fully paid for the purchase.

If all of the criteria above are met and you are still dissatisfied with the purchase, contact us in writing at the Billing Inquiries address shown on your statement.

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

## ***Rewards Program Supplement***

This document ("Supplement") describes the terms and conditions of the Credit One Bank Cash Back Rewards Program ("Program") and supplements the Card Agreement that governs your credit card account issued by Credit One Bank, N.A. (the "Account"). By using the Account, you agree to participate in the Program. Your participation is subject to the terms of the Card Agreement, including the arbitration agreement, if applicable, and this Supplement. In the event of a conflict between the Card Agreement and this Supplement, with respect to matters relating to the Program, this Supplement controls.

**Earning Cash Back Rewards:** You earn 1% cash back rewards for purchases using your Account minus returns, refunds, disputed charges and fraudulent transactions ("Net Purchases").

You do not earn cash back rewards on Cash Advances, Balance Transfers, Peer to Peer cash-like transactions (such as Venmo, Cash App, Zelle, and other similar merchants and services), interest, fees, and other charges. If your Account is in default, as defined in your Card Agreement, at the time the cash back rewards are to be posted to your Account, you WILL NOT receive the applicable credit. Cash back rewards have no cash value; however, when redeemed in accordance with the Program have a redemption value. See "**Redeeming Cash Back Rewards**" below. Cash back rewards may not be transferred to any other person including through such events as inheritance, bankruptcy, or divorce.

Earning and accruing cash back rewards is not limited as long as your Account is in good standing, and you may have a negative cash back rewards balance (because of returns and other post transaction actions). If your Account has a negative cash back rewards balance, any newly earned cash back rewards will be used to offset that negative balance until that balance has been brought to zero. As long as your Account is in good standing, your cash back rewards do not expire. Cash back rewards are forfeited 90 days after your Account is closed by you or us. If we find evidence of misuse, fraud or the Account is in default, as defined in your Card Agreement, no redemptions of your cash back rewards, automatic or manual, will be permitted; provided that if your Account is closed because of nonpayment, you will have 90 days to redeem any cash back rewards from the date the notice is sent to you. See "**Redeeming Cash Back Rewards**." Cash back rewards from separate accounts cannot be combined. Authorized Users earn cash back rewards on the Account, but only the primary Cardholder may redeem cash back rewards.

**Redeeming Cash Back Rewards:** Cash back rewards may be redeemed automatically ("Automatic Redemption") only for statement credits; or redeemed manually ("Manual Redemption"), for statement credits, gift cards, or other goods or services. You can switch between Automatic and Manual Redemption, but in order to do so, you must have an online Account that you can access via CreditOneBank.com or the Credit One Bank Mobile App. All cash back rewards redemptions are subject to terms and conditions set forth in this Supplement and at https://www.creditonebank.com/RewardsRedemptionTerms.

- Manual Redemption: Upon Account opening, your Account will be set to Manual Redemption. Cash back rewards will post to your Account within thirty-seven days after a Net Purchase posts to your Account. The amount of cash back rewards you need to redeem for consumer goods and services will be determined at redemption and may change without notice. The most up-to-date amount of cash back rewards you have available to redeem (which reflects any adjustments, transfers, or redemptions) is available online or by calling the customer service number and may differ from the available cash back rewards shown on your last monthly billing statement.
- Automatic Redemption: Cash back rewards may be redeemed automatically as statement credits. To do so, you must change your redemption setting from Manual Redemption to Automatic Redemption. If you switch from Manual to Automatic Redemption, any cash back reward balance accrued while your Account has a Manual Redemption setting will be applied to your Account as a statement credit in any month your redemption setting is set to Automatic Redemption as of 3:00 p.m. Central Time on the first day of the month. We will post a statement credit to your Account within thirty-seven days after the end of the month based on the Net Purchases posted to your Account from the first day to the last day of the current month. You will receive an automatic rewards credit on each statement that has at least one Net Purchase.

**Feedback:** If you send or transmit any communications, comments, questions, suggestions, or related materials, whether by letter, e-mail, telephone, or otherwise ("Feedback"), suggesting or recommending changes to the Program or how cash back rewards are fulfilled, including, without limitation, new features or functionality, you grant us and any of our vendors a perpetual right to use the Feedback for our own and their own, respective internal business purposes. Further, we, our service providers, vendors, and any subcontractors disclaim any liability to you for any such use of Feedback for our or their own, respective internal business purpose.

**Consumer Goods/Services Disclaimer: BY PARTICIPATING IN THE PROGRAM, YOU ACKNOWLEDGE AND AGREE THAT CREDIT ONE BANK AND ITS VENDORS ARE ONLY PROVIDING THE PROGRAM TO EARN AND REDEEM CASH BACK REWARDS AND NOT PROVIDING CONSUMER GOODS OR SERVICES. CREDIT ONE BANK AND ITS VENDORS ARE NOT INVOLVED IN WARRANTING ANY CONSUMER**

**GOODS OR SERVICES WHICH YOU MAY ACQUIRE UTILIZING THE PROGRAM AND REDEMPTION SERVICES. CREDIT ONE BANK AND ITS VENDORS DO NOT MAKE, AND AFFIRMATIVELY DISCLAIM, ANY AND ALL WARRANTIES, EXPRESS OR IMPLIED, WITH RESPECT TO SUCH CONSUMER GOODS OR SERVICES, INCLUDING WITHOUT LIMITATION, ANY WARRANTY OF MERCHANTABILITY, SUITABILITY FOR A PARTICULAR PURPOSE, OR AGAINST INFRINGEMENT. WARRANTIES FOR CONSUMER GOODS AND SERVICES ARE LIMITED TO THE APPLICABLE THIRD-PARTY SUPPLIER'S WARRANTIES AND RETURN POLICIES. BY PARTICIPATING IN THE PROGRAM, YOU ACKNOWLEDGE AND AGREE TO LOOK SOLELY TO THE APPLICABLE MERCHANT PROVIDING THE CONSUMER GOODS AND/OR SERVICES REDEEMED OR PURCHASED BY YOU UTILIZING THE PROGRAM FOR ANY WARRANTY, REMEDY, OBLIGATION AND/OR LIABILITY WITH RESPECT TO SUCH CONSUMER PRODUCTS AND/ OR SERVICES. BY PARTICIPATING IN THE PROGRAM, YOU RELEASE CREDIT ONE BANK AND ITS VENDORS FROM ANY AND ALL LIABILITY WITH RESPECT TO SUCH CONSUMER GOODS AND SERVICES.**

**Information Disclaimer: IN THE COURSE OF PROVIDING THE PROGRAM AND REDEMPTION SERVICE FOR CONSUMER GOODS AND/OR SERVICES, CREDIT ONE BANK AND/ OR ITS VENDORS MAY INTEGRATE WITH THIRD-PARTY SUPPLIERS SELECTED OR CHANGED BY CREDIT ONE BANK AND/OR ITS VENDORS, IN THEIR SOLE DISCRETION, FOR THE FULFILLMENT OF SUCH CONSUMER GOODS AND/OR SERVICES REDEEMED OR PURCHASED UTILIZING THE PROGRAM. IN ORDER TO FACILITATE FULFILLMENT OF THE CONSUMER GOODS AND SERVICES WITH THE THIRD-PARTY SUPPLIERS, CREDIT ONE BANK AND/OR ITS VENDORS MAY SEND YOUR REQUIRED PERSONAL AND OTHER INFORMATION (WHICH CAN INCLUDE, BUT IS NOT LIMITED TO FIRST NAME, LAST NAME, SHIPPING ADDRESS, PHONE NUMBER AND EMAIL ADDRESS) TO THIRD-PARTY SUPPLIERS TO FACILITATE THE PURCHASE OR REDEMPTION. BY PARTICIPATING IN THE PROGRAM AND REDEEMING CASH BACK REWARDS FOR CONSUMER GOODS OR SERVICES, YOU THEREFORE AGREE THAT CREDIT ONE BANK AND ITS VENDORS WILL NOT BE HELD RESPONSIBLE AND YOU HEREBY RELEASE CREDIT ONE BANK AND ITS VENDORS FROM ANY LIABILITY FOR YOUR INFORMATION AFTER IT IS INPUT INTO THE REDEMPTION FULFILLMENT SERVICES, FOR THE EXCLUSIVE BENEFIT OF, AND USE BY, THE THIRD-PARTY SUPPLIER, BY YOU AND CORRECTLY TRANSMITTED TO THE THIRD-PARTY SUPPLIER FOR ORDER FULFILLMENT. AFTER YOUR INFORMATION IS PLACED INTO THE REDEMPTION FULFILLMENT SERVICE, YOUR INFORMATION SHALL BE SUBJECT TO THE PRIVACY POLICY AND TERMS OF SUCH THIRD-PARTY SUPPLIER.**

**Program Restrictions:** Cash back rewards posted as a statement credit will reduce the balance on your Account but will not count as payments. You will still be required to pay at least the Minimum Payment Due as shown on your billing statement each month. You WILL NOT earn cash back rewards for Purchases made while your Account is in default as defined within your Card Agreement. This Program excludes Accounts already enrolled in a different Credit One Bank cash back or other rewards program.

**Changes:** The Program may be changed (added to, modified, or deleted) by us at any time. We will give you prior notice to the extent required by law. Any revision may affect your ability to earn or redeem cash back rewards.

**Termination:** We may suspend or terminate the Program or your participation in the Program at any time and will give you prior notice to the extent required by law. If we suspend or terminate the Program or your participation in the Program, you will have 90 days to redeem any cash back rewards from the date the notice is sent to you. See "**Redeeming Cash Back Rewards**."

**Limited Liability:** Unless otherwise required by law, this Program, or our Card Agreement with you, we will not be liable to you or anyone making a claim on your behalf, in connection with: (1) any change or termination of the Program; (2) any loss, damage, expense or inconvenience caused by any occurrence outside of our control; (3) any taxes that you incur as a result of receiving cash back rewards, payment of which taxes will be your responsibility; (4) any merchandise or services you purchase, or for any direct, indirect or consequential damages with respect to the use of your Account. In any event, any liability that Credit One Bank may have to you in connection with the Program shall be limited to the amount of any cash back rewards you have earned in this Program. The Program and cash back rewards are void or limited where prohibited or restricted, respectively, by federal, state, or local law.

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# *CARD AGREEMENT*

## ***Pricing Summary***

| Interest Rates and Interest Charges | |
|---|---|
| **ANNUAL PERCENTAGE RATE (APR) for Purchases** | **29.74%**<br>This APR will vary with the market based on the Prime Rate. |
| **ANNUAL PERCENTAGE RATE (APR) for Balance Transfers** | **29.74%**<br>This APR will vary with the market based on the Prime Rate. |
| **ANNUAL PERCENTAGE RATE (APR) for Cash Advances** | **31.74%**<br>This APR will vary with the market based on the Prime Rate. |
| **Paying Interest** | Your due date is at least 24 days after the close of each billing cycle. We will not charge you any interest on Purchases if you pay your entire balance by the due date each month. We will begin charging interest on Cash Advances and Balance Transfers from the posting date. |
| **Minimum Interest Charge** | If you are charged interest, the charge will be no less than $1.00. |
| **For Credit Card Tips from the Consumer Financial Protection Bureau** | To learn more about factors to consider when applying for or using a credit card, visit the website of the Consumer Financial Protection Bureau at http://www.consumerfinance.gov/learnmore. |
| **Fees** | |
| **Annual Fee** | **$99** for the first year. After that **$99** annually (billed at $8.25 per month). |
| **Transaction Fees**<br>• Balance Transfer<br>• Cash Advance<br>• Foreign Transaction | <br>Either **$5** or **8%** of the amount of each Balance Transfer, whichever is greater.<br>Either **$5** or **8%** of the amount of each Cash Advance, whichever is greater.<br>Either **$1** or **3%** of the amount of each purchase in U.S. dollars, whichever is greater. |
| **Penalty Fees**<br>• Late Payment<br>• Returned Payment | <br>Up to **$39***<br>Up to **$39**** |

**How We Will Calculate Your Balance:** We use a method called "average daily balance (including new Purchases)." See your Card Agreement for more details.

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

***Late Payment Fee:** We will charge the maximum safe harbor amount, which is set annually in accordance with 12 C.F.R. 1026.52(b)(1)(ii)(D). Currently the fee is $29, unless you incurred a Late Payment Fee during the prior six billing cycles. If you did, the fee is currently $39. This fee will not exceed the related Minimum Payment that was due. We charge a Late Payment Fee to your Account if at least the Amount Due This Period (less any

Late Payment Fee for the current billing cycle) plus any Past Due Amount is not received by 5:00 p.m. PT on the Payment Due Date shown on your statement.

****Returned Payment Fee:** We will charge the maximum safe harbor amount, which is set annually in accordance with 12 C.F.R. 1026.52(b)(1)(ii)(D). If a payment is not honored upon first presentment, even if the payment is later honored, a Returned Payment Fee will be charged to your Account. Currently, the fee is $29, unless you incurred a Returned Payment Fee in the prior six billing cycles. If you did, the fee is currently $39. This fee will not exceed the related Minimum Payment that was due.

**Additional Rate Information:** The Purchase and Balance Transfer APR equals the Prime Rate plus a margin of 22.99%. This corresponds to a monthly periodic rate of 2.47833%. The Cash Advance APR equals the Prime Rate plus a margin of 24.99%. This corresponds to a monthly periodic rate of 2.64500%.

**Minimum Payments:** 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 the sum of:

- 5% of your outstanding balance, rounded up to the next whole dollar, or $30, whichever is greater;
- any Late Payment Fee for the current billing cycle;
- and any Past Due Amount (excluding any past due Late Payment Fees).

## ***The Agreement***

This Agreement, together with the Pricing Summary, is your contract with us.

**Accepting this Agreement:** You accept this Agreement when you use the Account. You may still reject this Agreement if you have not yet used the Card, used the Account, or paid a fee after receiving a billing statement. To reject the Agreement, call us at 866-515-5721 or write us at Bank Card Center, P.O. Box 95516, Las Vegas, NV 89193-5516. If you reject the Agreement, you are not responsible for any fees or charges.

**Arbitration:** This Agreement includes an Arbitration Provision with class action and jury trial waivers. You can reject the Arbitration Provision. See "How to REJECT this agreement to arbitrate" in the Arbitration section. If you do not, it will be part of this Agreement.

**Promise to Pay:** You agree to pay us for all amounts due on your Account, including credit for Purchases, Balance Transfers, and Cash Advances, as well as interest charges and fees. This includes charges made by Additional Cardholders and other Authorized Users.

## ***Definitions***

**Account** means the Credit One Bank card account under this Agreement.

**Authorized User** means any person you allow to use your Account or Card, including Additional Cardholders. If the Authorized User has been issued a Card and you want to terminate the Authorized User, you must notify us by telephone or in writing.

**Balance Transfer** means a transaction we designate that allows you to use your Account to pay another creditor or yourself. Balance Transfers cannot be used to pay us or our affiliates. A Balance Transfer will be subject to the terms of the Balance Transfer offer and this Agreement.

**Card** refers to one or more cards or access devices, including your Account number, that we give you or someone else with your authorization to get credit under this Agreement.

**Cardholder** refers to each person with a card issued in their name.

**Cash Advance** means the use of your Account to obtain funds at a financial institution or the use of a Convenience Check.

**Convenience Check** means a check we issue to you to take a Cash Advance. You may not use these checks to pay us or our affiliates.

**Purchase** means the use of the Account to obtain goods or services.

**Prime Rate** means the highest U.S. Prime Rate in the Money Rates section of The Wall Street Journal on the 25th day of the month, or the next day if that day is not a publication day. If The Wall Street Journal does not publish the U.S. Prime Rate, we may substitute another index.

**we**, **us**, **our**, and **Credit One Bank** refer to Credit One Bank, N.A., the issuer of your Card.

**you**, and **your** refer to each person who has applied for the Account and where appropriate, the Authorized User.

## *Features and Use of Your Account*

**Using Your Card:** You may make Purchases wherever the Card is accepted. You may use the Account to obtain Cash Advances, but you may not make more than two Cash Advance transactions per day which may not exceed the lower of your available credit for cash or $200. You may use the Account only for personal, family, or household purposes, and if your Account is used for any other purpose you are still responsible for such use. You may not use the Account for business or commercial purposes. The Account may not be used for online or internet gambling or illegal purposes.

**Your Credit Limit:** We will tell you your credit limit. Keep your Account balance below your credit limit. If you do not, you must still pay us. We may designate part of your credit limit as a Cash Advance limit and part as a Balance Transfer limit. We may change your credit limit(s) at any time, without notice. You may use a portion of your credit limit for Cash Advances and Balance Transfers. Each Purchase, Cash Advance, and Balance Transfer obtained will reduce the amount of available credit under your credit limit until it is repaid. We may delay increasing your available credit by the amount of any payment that we receive for up to 12 calendar days.

**Credit Limit Increase:** To request a credit limit increase contact the Customer Service number on your statement. We may impose a fee for processing the request.

**Credit Authorizations:** We may decline to authorize a transaction for any reason. We will not be liable to you if we decline a transaction or if anyone refuses any use of your Card.

**Automatic Billing:** You may set up automatic billing with a merchant. You authorize us to provide an updated Account number or Card expiration date to any merchant at our discretion. Contact the merchant to stop automatic billing.

**Joint Accounts:** If this is a joint account, each of you is responsible individually and together for all amounts owed. Each of you is responsible even if the Account is used by only one of you. You will continue to be liable for the entire balance of the Account, even if your co-applicant is ordered by a court to pay us. You will remain liable to us if your co-applicant fails to pay as ordered by the court. Your Account status will continue to be reported to the credit reporting agencies under each of your names. The delivery of notices or billing statements to either of you serves as delivery to each of you. We may rely on instructions given by either of you. We are not liable to either of you for relying upon such instructions.

**Electronic Access:** Applications (apps) on electronic devices (such as mobile wallets) can store your Card and can be used to get credit under this Agreement. Such transactions are covered by this Agreement. Apps may have separate terms of use. We are not responsible if you violate those terms or for any consequences from violating those terms.

**Additional Cardholder:** At your request, we may, at our discretion, issue, in the name of another person, an additional Card on your Account. That person is an Additional Cardholder, as well as an Authorized User. An Additional Cardholder has access to certain Account information including balance, available credit and payment information. If you advise us that the Additional Cardholder is your spouse, information regarding the Account will be provided to consumer reporting agencies in your name as well as in the name of the Additional Cardholder. By requesting that we add an Additional Cardholder to your Account, you represent that you (1) have the consent of the Additional Cardholder to be added to the Account, (2) have provided a copy of this Agreement to the Additional Cardholder, and (3) if the Additional Cardholder is your spouse, you have told the Additional Cardholder that Credit One Bank will furnish credit information about them to the credit reporting agencies in connection with the Account. The Additional Cardholder may report the Card lost or stolen and may remove him or herself from the Account.

## *Interest Rates and Interest Changes*

**Annual Percentage Rates (APRs):** See the Pricing Summary for your APRs. The APR for Balance Transfers will be the same as the APR for standard Purchases, unless a promotional rate applies.

**Variable Rates:** Your Pricing Summary indicates whether you have any variable APRs. Variable APRs are determined by adding to the Prime Rate the number of percentage points ("margin") specified in the Pricing Summary. Variable APRs will increase or decrease when the Prime Rate changes. The APR change will take effect beginning with billing cycles that end on or after the first day of the month after the month in which the Prime Rate changes. An increase in the APR will increase your interest charges and may increase your Minimum Payment Due.

**Average Daily Balance Method (including new transactions):** We calculate interest each billing cycle by first figuring the "average daily balance" for each type of balance. Standard Purchases, standard Cash Advances, standard Balance Transfers, and each promotional offer, are all types of balances.

For each type of balance, for each billing cycle, we start with the balance on the last day of your previous billing cycle. We subtract any unpaid interest. This is the beginning balance each day. Each day of the billing cycle we subtract any new payments and credits applied to that type of balance. We

add any new transactions and fees for that type of balance. We add Purchases, Cash Advances, and Balance Transfers on the post date. We add transaction fees on promotional rate and non-promotional rate Balance Transfers to the same type of balance as the transaction. We add all other fees to the standard Purchase balance. This gives us the daily balance for that type of balance, except that if the daily balance is negative, we treat it as zero. We then add up all of the daily balances and divide by the number of days in the billing cycle. This gives us the "average daily balance" for that type of balance. We multiply the average daily balance by the applicable monthly periodic rate (the APR divided by 12). This gives us the interest charged for that type of balance for that billing cycle. This interest is included in the Account balance on the last day of the billing cycle. The results for all types of balances are then added together to determine the total interest charged that billing cycle.

**When Interest Begins:** We begin to impose interest on a transaction or fee from the day we add it to the daily balance. We continue to impose interest 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 billing statement by the Payment Due Date shown on that billing statement, we will not impose interest on new Purchases paid by the Payment Due Date on your current billing statement. The Payment Due Date will be at least 24 days after the close of the billing cycle. If you have been paying your Account balance in full and thereby avoiding interest on Purchases, but then do not pay the next New Statement Balance in full by the Payment Due Date, in that billing cycle we will start charging interest on the unpaid portion of your balance.

## ***Fees***

See the Pricing Summary for additional Fee information.

**Annual Fee:** If your Account is subject to an Annual Fee, the amount and when it is billed is shown on the Pricing Summary. The Annual Fee is billed to the Account until the Account is closed and the outstanding balance is paid in full. The Annual Fee is refundable as long as you cancel your Account and have not used your card for any Purchases, Cash Advances, or Balance Transfers and you have not made a payment.

**Credit Limit Increase Fee:** If a fee is imposed for processing a Credit Limit increase request, we will tell you the amount of the fee at the time of your request and before you agree to it.

**Foreign Transaction Fee:** We add this fee, unless "None" is stated in the Pricing Summary table, for each purchase made outside the U.S. (A purchase is made outside the U.S. unless it is made with a U.S. merchant, processed completely in the U.S., and in U.S. dollars.) The fee is a percentage of the U.S. dollar amount of the purchase.

**Optional Express Payment Service Fee:** If a representative of ours helps expedite your payment, we may impose an Express Payment fee. You will be informed of the amount of the fee before you complete the transaction.

**Duplicate Statement Fee:** If you request a duplicate copy of a monthly statement, for any purpose other than to assert a billing error, you will be charged a fee of up to $10 for each statement copy requested.

**Sales Slip Request Fee:** If you request a copy of a sales slip, for any purpose other than to resolve a dispute about the charges on your Account, you will be charged a fee of $6 for each sales slip copy requested.

**Replacement Card Fee:** If you request a replacement card, a Replacement Card Fee of up to $25 may be charged to your Account.

## ***Payments***

**Minimum Payment Due:** See the Pricing Summary for the minimum payment requirements.

**Small Balances:** As it is uneconomical for both you and us to process payments or maintain credits that are $1 or less in amount, you agree as follows: (1) In any billing cycle in which you have had no transactions and your New Balance on the billing date is $1 or less, the balance will be rounded to zero and you will not receive a bill for this amount. (2) In the event that you have a credit balance of $1 or less for two consecutive billing cycles, the balance will be rounded to zero and you will not receive a refund of this amount.

**Payment Instructions:** You must pay us in U.S. dollars, in funds on deposit in the U.S. 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.

**Irregular Payments:** Any payment submitted in offer of settlement of a disputed debt, including any item containing a notation such as "paid in full," and any other item with a restrictive endorsement, must be sent to: Credit One Bank, P.O. Box 95516, Las Vegas, NV 89193-5516. We can accept

late payments, partial payments, and checks or other items with restrictive endorsements at any other address without losing any of our rights under this Agreement.

**Postdated Checks:** You agree that we need not examine any payment check to confirm that it is not postdated and that we may deposit any postdated check on the day we receive it.

**Payment Allocation:** We apply payments up to the Minimum Payment Due and credits at our discretion, which may result in balances at lower APRs being paid first and higher interest charges. Payments over the Minimum Payment Due will be applied to balances with higher APRs first.

## ***Collecting, Sharing, and Updating Information***

**Customer Privacy:** We send you our Privacy Policy when you open your Account and thereafter in accordance with applicable law. 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. You accept the terms of our Privacy Policy when you use the Account. Contact us or visit CreditOne.com if you would like a copy.

**Information About You:** You authorize us to obtain and/or use information about you from third parties and credit reporting agencies to: (1) verify your identity and/or conduct investigative inquiries; (2) determine your income and credit eligibility; (3) review your Account and provide renewal of credit; (4) verify your current credit standing in order to present future credit limit increases or decreases; (5) qualify you for and present additional lines of credit or other offers; and (6) collect amounts owing on your Account. Upon request, we will tell you the name and address of any credit reporting agency that provided us with information concerning you.

**Furnishing Information:** We may furnish information concerning your Account or credit file to consumer reporting agencies and others who may properly receive that information. If you believe that information we furnished is inaccurate or incomplete, please write us at Credit One Bank, P. O. Box 98873, Las Vegas, NV 89193-8873. Please include your name, address, home phone number and Account number.

**Telephone Calls, Text Messages and Emails Regarding Your Account:** You are providing express written permission and consent authorizing Credit One Bank and our agents, servicers, contractors, subsidiaries, affiliates, officers, and other partners and employees to contact you at any phone number (including mobile, cellular/wireless, or similar devices) or email address you provide at any time, for any lawful purpose. The ways in which we may contact you include live operator, dialing system, automatic telephone dialing systems (auto-dialer), prerecorded and artificial voice message, text/SMS message or email. Phone numbers and email addresses you provide include those you give to us, those from which you, or someone acting on your behalf, contact us or which we obtain through other means. If you provide a phone number for which you are not the owner, you confirm you are authorized to provide that number. Such lawful purposes include, but are not limited to: obtaining information; activation of the card for verification and identification purposes; account transactions or servicing related matters; suspected fraud or identity theft; collection on the Account; and providing information about special products and services. You agree to pay any fee(s) or charge(s) that you may incur for incoming communications from us or outgoing communications to us, to or from any such number or email address, without reimbursement from us.

**Communication Revocation:** You may revoke your authorization for most communications. However, you cannot revoke authorization for fraud related communications or legally required communications. To change your communication preferences or to revoke consent you must write us. Please:

- include your name, mailing address, and the last four digits of your Account number;
- specify whether you are changing your preferences regarding mail, telephone calls, emails, and/or text or SMS messages;
- provide the specific phone number(s) and/or email address for which you are requesting communications to cease;
- send this written notice to: Credit One Bank, P.O. Box 98873, Las Vegas, NV 89193-8873.

Certain communication preferences can be changed on-line. Please log in to your Account to see if that option is available.

**Telephone Monitoring:** You agree that we (and our servicers, agents and contractors) may monitor and record any calls between you and us.

**Updating Your Phone Number:** Notify us immediately if you change mobile or cell phone numbers or plan to give your phone to someone else. It is your responsibility to provide us with a true, accurate and complete mobile number and to maintain and update promptly any changes in this information. You can update your mobile number by calling us at the phone number on the back of your Card.

**Indemnification:** If you provide telephone number(s) for which you are not the subscriber, or fail to notify us when you cease to be the subscriber for a telephone number you previously gave us, you agree to indemnify us, our subsidiaries, affiliates, officers, agents, servicers, contractors, and other partners and employees for any costs and expenses, including reasonable attorneys' fees, incurred as a result of us contacting or attempting to contact you at the number(s). Your obligation under this paragraph shall survive termination of the Agreement.

## *Account Closure*

**Default:** You are in default under this Agreement if (1) bankruptcy or another insolvency proceeding is filed by or against you; (2) we reasonably believe you are unable or unwilling to repay us; (3) you die or are legally incompetent or incapacitated; (4) you fail to comply with the terms of this Agreement, including failing to make a required payment when due, exceeding your credit limit or using your Card or Account for an illegal transaction; (5) you give us misleading, false, incomplete or incorrect information or fail to give us any information we deem necessary; or (6) if you no longer permanently reside in the United States or its territories. If you are in default, we may declare the entire Account balance immediately due and payable without advance 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.

**Closing Your Account:** You may close your Account at any time. You will remain responsible for any amount you owe us under this Agreement. Any joint Cardholder may cancel a joint Account. However, both of you will remain responsible for paying all amounts owed. If your Account is subject to an Annual Fee, the fee will continue to be charged until you pay your outstanding balance in full.

We may cancel, suspend or not renew your Card, Account, or access to the credit line at any time and for any reason without notice. If your Account is closed by us, the Annual Fee will continue to be charged until you pay your outstanding balance in full.

However, when your Account is closed, if there is: (1) a debit balance of $1 or less, that balance will be rounded to zero and you will not be required to pay this amount; or (2) a credit balance of $1 or less, that balance will be rounded to zero and this amount will not be refunded to you. The rounding to zero may occur after your closing statement cycles, and you may not receive a statement reflecting the rounding.

## *Arbitration Agreement*

**PLEASE READ CAREFULLY—IMPORTANT—AFFECTS YOUR LEGAL RIGHTS**

This agreement to arbitrate provides that you or we can require controversies or disputes between us to be resolved by BINDING ARBITRATION. You have the right to REJECT this agreement to arbitrate by using the procedure explained below.

If you do not reject this agreement to arbitrate, you GIVE UP YOUR RIGHT TO GO TO COURT and controversies or disputes between us will be resolved by a NEUTRAL ARBITRATOR INSTEAD OF A JUDGE OR JURY, using rules that are simpler and more limited than in a court. Arbitrator decisions are subject to VERY LIMITED REVIEW BY A COURT. Arbitration will proceed INDIVIDUALLY— CLASS ACTIONS AND SIMILAR PROCEDURES WILL NOT BE AVAILABLE TO YOU.

**Agreement to Arbitrate:** You and we agree that either you or we may, without the other's consent, require that controversies or disputes between you and us (all of which are called "Claims"), be submitted to mandatory, binding arbitration. This agreement to arbitrate is made pursuant to a transaction involving interstate commerce, and shall be governed by, and enforceable under, the Federal Arbitration Act (the "FAA"), 9 U.S.C. §1 et seq., and (to the extent State law is applicable), the laws of the State of Nevada.

For purposes of this agreement to arbitrate, "you" includes you, any co-applicant, any Authorized User (including Additional Cardholders), or anyone else connected with you or claiming through you; and "we" or "us" includes Credit One Bank, N.A., all of its parents, subsidiaries, affiliates, successors, predecessors, employees, and related persons or entities, and all third parties who are regarded as agents or representatives of us in connection with the subject matter of the claim or dispute at issue.

**Covered Claims:** Claims subject to arbitration include, but are not limited to, any controversies or disputes arising from or relating in any way to your Account; any transactions involving your Account; any disclosures made to you concerning your Account; any interest, charges, or fees assessed on your Account; any service(s) or programs related to your Account; and, if permitted by the rules of the arbitration forum, any collection of debt related to your Account. Claims also include controversies or disputes arising from or relating in any way to advertising, solicitations, or any application for, approval of, or establishment of your Account. Claims subject to arbitration include any controversies or disputes based on any theory of law, whether contract, tort, statute, regulation, common law, or equity, or whether they seek legal or equitable remedies. All Claims are subject to arbitration whether they arose in the past, may currently exist, or may arise in the future. Arbitration will apply even if your Account is closed, you pay us in full any outstanding debt you owe, or you file for bankruptcy. Also, controversies or disputes about the validity, enforceability, coverage, meaning, or scope of this agreement to arbitrate or any part thereof are subject to arbitration and are for the arbitrator to decide. Any questions about what Claims are subject to arbitration shall be resolved by interpreting this agreement to arbitrate in the broadest way the law will allow it to be enforced.

**Claims Not Covered:** Claims (whether brought initially or by counter or cross-claim) are not subject to arbitration if they are filed by you or us in a small claims court, so long as the case remains in such court and only individual claims for relief are advanced in the case.

**No Class Arbitration or Consolidation or Joinder of Parties:** Class actions and other similar procedures in which individuals seek to represent similarly situated individuals or seek relief on behalf of the general public, and consolidation or joinder of Claims (except for claimants on the same account), are NOT available under this agreement to arbitrate. Claims in arbitration will proceed on an INDIVIDUAL basis only:

> UNLESS YOU REJECT THIS AGREEMENT TO ARBITRATE, YOU AND WE WAIVE THE RIGHT TO ASSERT OR PARTICIPATE IN A CLASS ACTION OR ANY REPRESENTATIVE OR CONSOLIDATED PROCEEDING IN COURT OR IN ARBITRATION.

The arbitrator shall have no authority to entertain any Claim as a class action or private attorney general action or on any other similar representative basis, nor shall the arbitrator have any authority to consolidate or join Claims brought by separate claimants (except for claimants on the same account). This also means that the arbitrator 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.†

†**Notice to California Account Holders:** This agreement to arbitrate shall not be construed to prevent you from seeking in the arbitration the remedy of public injunctive relief if (a) you reside in California, (b) you resided in California at the time you entered into this agreement to arbitrate, or (iii) the billing address for your Account is a California address (hereafter, "California Account Holder").

**Initiation of Arbitration:** The arbitration shall be administered by the American Arbitration Association ("AAA") before a single arbitrator under the AAA's Consumer Arbitration Rules, or by a mutually agreeable administrator, before a single arbitrator, as modified by this arbitration provision. Information about the arbitration process for AAA can be obtained from the AAA at www.adr.org. The arbitrator shall be selected from the AAA (or mutually agreeable administrator) panel of neutrals then active on the roster maintained by the AAA (or mutually agreeable administrator) office located in the city of or nearest to your billing address and, unless otherwise mutually agreed, the arbitrator shall be a retired federal judge, a retired state appellate judge, a retired state trial judge, or a lawyer with at least 15 years of experience in that order of preference.

In the event that the AAA or mutually agreeable administrator is unable or unwilling 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).

**Arbitration Procedures and Applicable Law; Offer of Settlement:** Unlike a lawsuit in state or federal court, arbitration is conducted by a private organization that specializes in alternative dispute resolution. Disputes in arbitration are decided by a neutral arbitrator instead of a judge or jury. You may represent yourself in arbitration, or you may be represented by a lawyer.

Under this agreement to arbitrate, a single arbitrator designated by the arbitration administrator will decide the Claim under applicable law. The arbitrator is bound by the terms of this agreement to arbitrate. The AAA or mutually agreeable administrator will apply its code of procedures in effect at the time the arbitration claim is filed. If there is a conflict between that code of procedures and this arbitration provision and/or any sections of this Card Agreement, this arbitration provision and/or this Card Agreement will control. The arbitrator will honor all claims of privilege recognized by law. Subject to the prohibition on class, representative, and consolidation procedures set forth above, the arbitrator will have the power to award to a party any damages or other relief (including relief in equity) provided for under applicable law. That is, a party will be entitled to recover in arbitration any damages or other relief that it could recover if it prevailed in a court proceeding. An arbitrator's award shall consist of a written statement setting forth the disposition of each Claim. At the request of any party, the arbitrator shall also set forth a written explanation of the essential findings and conclusions on which the award is based. An arbitration award shall decide the rights and obligations only of the parties named in the arbitration, and shall not have any bearing on another person or dispute.

If your Claim is for $10,000 or less, you may choose whether the arbitration will be conducted solely on the basis of documents, in a telephonic hearing, or in an in-person hearing.

Any in-person hearing will take place in the federal judicial district that includes your billing address at the time the Claim is filed, unless the parties agree to a different place.

**The Arbitrator's Decision:** The arbitrator's decision will be final and binding on the parties. A party can file a written appeal to the arbitration administrator within thirty (30) days after an award is issued. The appeal will proceed before a panel of three neutral arbitrators designated by the same arbitration administrator. The panel will decide anew all factual and legal issues, following the same rules of procedure, by majority vote any aspect of the original decision objected to. The costs of such an appeal will be borne in accordance with the below paragraph entitled "Fees and Costs". Any review by a court shall be governed by the Federal Arbitration Act. Any final arbitration award will be binding on the named parties and enforceable by any court having jurisdiction.

**Fees and Costs:** We will pay any costs that are required to be paid by us under the arbitration administrator's rules of procedure. If you file the arbitration, you will pay your share of the initial filing fee, unless you seek and qualify for a fee waiver under the applicable rules of the arbitration

administrator. The party filing an appeal shall be responsible for all filing fees and costs of the appeal unless prohibited by administrator's rules of procedure. All parties are responsible for their own attorney's fees, expert fees and any other expenses, unless the arbitrator awards such fees or expenses to you or us if allowed by applicable law.

**Other Parties Subject to this Agreement to Arbitrate:** In addition to you and us, the rights and duties described in this agreement to arbitrate apply to: any third party co-defendant of a claim subject to this arbitration provision; all joint account holders, Additional Cardholders, and Authorized Users of your Account(s).

**How to REJECT this Agreement to Arbitrate:** You can reject this agreement to arbitrate but only if we receive from you a written notice of rejection within 45 days after it was first provided to you. To reject this agreement to arbitrate you must send the notice of rejection to: Credit One Bank, Attention: Arbitration Opt Out, P. O. Box 98873, Las Vegas, NV 89193-8873. Rejection notices sent to any other address will not be accepted or effective. If you decide to reject this agreement to arbitrate in writing, your notice must state that you reject this agreement to arbitrate and include your name, address, account number, and personal signature. Rejection of arbitration will not affect your other rights or responsibilities under this Card Agreement.

**Survival, Severability, and Amendment of Terms:**
*Survival.* This agreement to arbitrate shall survive changes in the Agreement and termination of the Account or the relationship between you and us, including the bankruptcy of any party and any transfer or sale of your Account, or amounts owed on your Account, to another person or entity.
*Severability.* If any part or parts of your agreement to arbitrate are declared unenforceable, then such specific part or parts shall be of no force or effect and shall be severed, but the remainder of this agreement to arbitrate shall continue in full force and effect. If, however, the entire agreement to arbitrate or your waiver of the right to bring or participate in a class or representative action or in consolidation procedures is unenforceable, then the agreement to arbitrate shall be of no force or effect. Notwithstanding the preceding sentence, with respect to California Account Holders, if arbitration is unenforceable, in whole or in part, you and we agree to resolve any Claim by a judicial reference proceeding as described above.
*Amendment in Writing Only.* This agreement to arbitrate may not be amended, severed, or waived, except as expressly provided in the Agreement or in a written agreement between you and us.

## *Other Information*

**Transactions in Foreign Currencies:** If you make a transaction at a merchant that settles in a currency other than U.S. dollars, Mastercard International Incorporated or Visa Incorporated will convert that charge into a U.S. Dollar amount. That conversion will be done at a rate selected by Mastercard or Visa from the range of rates available in wholesale currency markets for the applicable central processing date, which rate may vary from the rate Mastercard or Visa itself receives, or the government-mandated rate in effect for the applicable central processing date. The currency conversion rate used on the processing date may differ from the rate that would have been used on the purchase date or on the date the transaction is posted to your Account. You agree to pay the converted amount, including any charges for the conversion that may be imposed as described above.

**Changes to Your Agreement:** The rates, fees and terms of this Agreement may change and we may add or delete any term to this Agreement, consistent with applicable law. We will give you advance written notice of these changes and a right to reject the change, if required by law.

**Unauthorized Use:** Notify us immediately if your Card is lost or stolen or you suspect that someone is using your Card or Account without your permission.

**Assignment:** We may assign any or all of our rights and obligations under this Agreement. You may not assign any of your rights or obligations under this Agreement.

**No Waiver:** We will not lose our rights under this Agreement because we delay or do not enforce them.

**Governing Law:** This Agreement is governed by and interpreted in accordance with the laws applicable to national banks, and, where no such laws apply, by the laws of the State of Nevada, excluding the conflicts of law provisions thereof, regardless of your state of residence.

**Conformance with Law; Severability:** If any part of this Agreement conflicts with applicable law, that provision will be considered modified to conform to applicable law. If any part of this Agreement is invalid, the rest shall remain in effect, except as otherwise noted in the Arbitration Provision.

## *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 the Billing Inquiries address on the statement.

In your letter, give us the following information:

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

You must contact us:

- Within 60 days after the error appeared on your statement.
- At least 3 business days before an automated payment is scheduled, if you want to stop payment on the amount you think is wrong.

You must notify us of any potential errors in writing. You may call us, but if you do we are not required to investigate any potential errors and you may have to pay the amount in question.

**What Will Happen After We Receive Your Letter**

When we receive your letter, we must do two things:

1. Within 30 days of receiving your letter, we must tell you that we received your letter. We will also tell you if we have already corrected the error.
2. Within 90 days of receiving your letter, we must either correct the error or explain to you why we believe the bill is correct.

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

- We cannot try to collect the amount in question, or report you as delinquent on that amount.
- The charge in question may remain on your statement, and we may continue to charge you interest on that amount.
- While you do not have to pay the amount in question, you are responsible for the remainder of your balance.
- We can apply any unpaid amount against your credit limit.

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

*If we made a mistake:* You will not have to pay the amount in question or any interest or other fees related to that amount.

*If we do not believe there was a mistake:* You will have to pay the amount in question, along with applicable interest and fees. We will send you a statement of the amount you owe and the date payment is due. We may then report you as delinquent if you do not pay the amount we think you owe.

If you receive our explanation but still believe your bill is wrong, you must write to us within 10 days telling us that you still refuse to pay. If you do so, we cannot report you as delinquent without also reporting that you are questioning your bill. We must tell you the name of anyone to whom we reported you as delinquent, and we must let those organizations know when the matter has been settled between us.

If we do not follow all of the rules above, you do not have to pay the first $50.00 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 $50.00. (Note: Neither of these are necessary if your purchase was based on an advertisement we mailed to you, or if we own or operate the company that sold you the goods or services.)
2. You must have used your credit card for the purchase. Purchases made with cash advances from an ATM or with a check that accesses your credit card account do not qualify.
3. You must not yet have fully paid for the purchase.

If all of the criteria above are met and you are still dissatisfied with the purchase, contact us in writing at the Billing Inquiries address shown on your statement.

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

## ***Rewards Program Supplement***

This document ("Supplement") describes the terms and conditions of the Credit One Bank Cash Back Rewards Program ("Program") and supplements the Card Agreement that governs your credit card account issued by Credit One Bank, N.A. (the "Account"). By using the Account, you agree to participate in the Program. Your participation is subject to the terms of the Card Agreement, including the arbitration agreement, if applicable, and this Supplement. In the event of a conflict between the Card Agreement and this Supplement, with respect to matters relating to the Program, this Supplement controls.

**Earning Cash Back Rewards**: You earn cash back rewards in the form of an automatic statement credit equal to 1% of Net Eligible Purchases (as defined below) made with your Account. You do not earn cash back rewards on Cash Advances, Balance Transfers, interest, fees, and other charges. We will post a statement credit to your Account within thirty-seven days after the end of the month based on the Net Eligible Purchases posted to your Account from the first day to the last day of the current month. If your Account is in default, as defined in your Card Agreement, at the time the credit is to be posted, you WILL NOT receive the credit. Cash back rewards have no cash value.

**Merchant Categories**: Merchants who accept credit cards are assigned a merchant code, which is determined by the merchant or its processor in accordance with the applicable credit card network's procedures based on the kinds of products and services they primarily sell. We have no control over merchant codes. Please note:

- We make every effort to include all relevant merchant codes in our cash back rewards categories. However, even though a merchant or some of the items that it sells may appear to fit within a cash back rewards category, the merchant may not have a merchant code in that category or may not use an eligible merchant code. When this occurs, Purchases with that merchant won't qualify for cash back rewards.
- A merchant with more than one location may submit Purchases using different codes, including codes that are not eligible under this Program. This means that Purchases from the same merchant at a different location may result in no cash back rewards. Purchases made without an eligible code WILL NOT qualify for cash back rewards.
- Purchases submitted by you, an authorized user, or the merchant through third-party payment accounts, mobile or wireless card readers, online or mobile digital wallets, or similar technology will not qualify in a cash back rewards category if the technology is not set up to process the purchase in that cash back rewards category.

**Eligible Purchases**: Eligible Purchases are Purchases from merchants in the following categories:

- gasoline (Service Stations, Automated Fuel Dispensers, Petroleum and Petroleum Products, Marinas and Marine Services),
- grocery (Grocery Stores and Supermarkets, Freezer and Meat Provisioners, Miscellaneous Food Stores – Convenience Stores and Specialty Markets. Grocery Purchases do not include Purchases at superstores, at stores that sell groceries and other products like drugstores; or at smaller stores like bakeries, candy, nut or confection stores),
- mobile phone service (Telecommunication Equipment and Telephone Sales, Telecommunication Services, including Local and Long-Distance Calls, Credit Card Calls, Calls Through Use of Magnetic-Stripe-Reading Telephones, and Fax Services), and
- internet, cable and satellite TV subscription services (Cable, Satellite and Other Pay Television/Radio/Streaming Services, Computer Network/Information Services).

**Purchases That Are Not Eligible:** Purchases from the following types of merchants are not eligible for cash back rewards:

- oil, propane, home heating companies,
- PayPal,
- warehouse clubs (including but not limited to Sam's Club, Costco, and BJ's), and
- discount supercenters (including but not limited to Walmart® and Target®).

**Net Eligible Purchases**: Net Eligible Purchases are Eligible Purchases minus any returns, disputed charges, unauthorized charges, illegal or fraudulent charges or other credits for such Purchases.

**Program Restrictions**: You will receive an automatic cash back rewards credit on each statement that has at least one Net Eligible Purchase. Automatic statement credits for cash back rewards will reduce the balance on your Account but will not count as payments. You will still be required to pay at least the Minimum Payment Due as shown on your billing statement each month. You WILL NOT earn cash back rewards for Purchases made while your Account is in default as defined within your Card Agreement. This Program excludes Accounts already enrolled in a different Credit One Bank cash back or other rewards program.

**Changes:** The Program may be changed (added to, modified or deleted) by us at any time, including without limitation changes to the definition of eligible or non-eligible purchases. We will give you prior notice to the extent required by law. Any revisions may affect your ability to earn cash back rewards.

**Termination**: We may suspend or terminate the Program or your participation in the Program at any time without prior notice. In such event, we will evaluate your Account for any eligible cash back rewards as of the Program termination date. Provided that you meet all of the other Program Restrictions listed above at that time, you will receive a distribution of the cash back rewards earned during the current billing period in the form of a statement credit.

**Limited Liability**: Unless otherwise required by law, this Program, or our Card Agreement with you, we will not be liable to you or anyone making a claim on your behalf, in connection with: (1) any change or termination of the Program; (2) any loss, damage, expense or inconvenience caused by any occurrence outside of our control; (3) any taxes that you incur as a result of receiving cash back rewards, payment of which taxes will be your responsibility; (4) any merchandise or services you purchase, or for any direct, indirect or consequential damages with respect to the use of your Account. In any event, any liability that Credit One may have to you in connection with the Program shall be limited to the amount of any cash back rewards you have earned in this Program. The Program and cash back rewards are void or limited where prohibited or restricted, respectively, by federal, state or local law.

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# *CARD AGREEMENT*

## *Pricing Summary*

| Interest Rates and Interest Charges | |
|---|---|
| **ANNUAL PERCENTAGE RATE (APR) for Purchases** | **29.74%**<br>This APR will vary with the market based on the Prime Rate. |
| **ANNUAL PERCENTAGE RATE (APR) for Balance Transfers** | **29.74%**<br>This APR will vary with the market based on the Prime Rate. |
| **ANNUAL PERCENTAGE RATE (APR) for Cash Advances** | **31.74%**<br>This APR will vary with the market based on the Prime Rate. |
| **Paying Interest** | Your due date is at least 24 days after the close of each billing cycle. We will not charge you any interest on Purchases if you pay your entire balance by the due date each month. We will begin charging interest on Cash Advances and Balance Transfers from the posting date. |
| **Minimum Interest Charge** | If you are charged interest, the charge will be no less than $1.00. |
| **For Credit Card Tips from the Consumer Financial Protection Bureau** | To learn more about factors to consider when applying for or using a credit card, visit the website of the Consumer Financial Protection Bureau at http://www.consumerfinance.gov/learnmore. |
| **Fees** | |
| **Annual Fee** | **$59** |
| **Transaction Fees**<br>• Balance Transfer<br>• Cash Advance<br>• Foreign Transaction | <br>Either **$5** or **8%** of the amount of each Balance Transfer, whichever is greater.<br>Either **$5** or **8%** of the amount of each Cash Advance, whichever is greater.<br>Either **$1** or **3%** of the amount of each purchase in U.S. dollars, whichever is greater. |
| **Penalty Fees**<br>• Late Payment<br>• Returned Payment | <br>Up to **$39***<br>Up to **$39**** |

**How We Will Calculate Your Balance:** We use a method called "average daily balance (including new Purchases)." See your Card Agreement for more details.

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

***Late Payment Fee:** We will charge the maximum safe harbor amount, which is set annually in accordance with 12 C.F.R. 1026.52(b)(1)(ii)(D). Currently the fee is $29, unless you incurred a Late Payment Fee during the prior six billing cycles. If you did, the fee is currently $39. This fee will not exceed the related Minimum Payment that was due. We charge a Late Payment Fee to your Account if at least the Amount Due This Period (less any

Late Payment Fee for the current billing cycle) plus any Past Due Amount is not received by 5:00 p.m. PT on the Payment Due Date shown on your statement.

****Returned Payment Fee:** We will charge the maximum safe harbor amount, which is set annually in accordance with 12 C.F.R. 1026.52(b)(1)(ii)(D). If a payment is not honored upon first presentment, even if the payment is later honored, a Returned Payment Fee will be charged to your Account. Currently, the fee is $29, unless you incurred a Returned Payment Fee in the prior six billing cycles. If you did, the fee is currently $39. This fee will not exceed the related Minimum Payment that was due.

**Additional Rate Information:** The Purchase and Balance Transfer APR equals the Prime Rate plus a margin of 22.99%. This corresponds to a monthly periodic rate of 2.47833%. The Cash Advance APR equals the Prime Rate plus a margin of 24.99%. This corresponds to a monthly periodic rate of 2.64500%.

**Minimum Payments:** 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 the sum of:

- 5% of your outstanding balance, rounded up to the next whole dollar, or $30, whichever is greater;
- any Late Payment Fee for the current billing cycle;
- and any Past Due Amount (excluding any past due Late Payment Fees).

## ***The Agreement***

This Agreement, together with the Pricing Summary, is your contract with us.

**Accepting this Agreement:** You accept this Agreement when you use the Account. You may still reject this Agreement if you have not yet used the Card, used the Account, or paid a fee after receiving a billing statement. To reject the Agreement, call us at 866-515-5721 or write us at Bank Card Center, P.O. Box 95516, Las Vegas, NV 89193-5516. If you reject the Agreement, you are not responsible for any fees or charges.

**Arbitration:** This Agreement includes an Arbitration Provision with class action and jury trial waivers. You can reject the Arbitration Provision. See "How to REJECT this agreement to arbitrate" in the Arbitration section. If you do not, it will be part of this Agreement.

**Promise to Pay:** You agree to pay us for all amounts due on your Account, including credit for Purchases, Balance Transfers, and Cash Advances, as well as interest charges and fees. This includes charges made by Additional Cardholders and other Authorized Users.

## ***Definitions***

**Account** means the Credit One Bank card account under this Agreement.

**Authorized User** means any person you allow to use your Account or Card, including Additional Cardholders. If the Authorized User has been issued a Card and you want to terminate the Authorized User, you must notify us by telephone or in writing.

**Balance Transfer** means a transaction we designate that allows you to use your Account to pay another creditor or yourself. Balance Transfers cannot be used to pay us or our affiliates. A Balance Transfer will be subject to the terms of the Balance Transfer offer and this Agreement.

**Card** refers to one or more cards or access devices, including your Account number, that we give you or someone else with your authorization to get credit under this Agreement.

**Cardholder** refers to each person with a card issued in their name.

**Cash Advance** means the use of your Account to obtain funds at a financial institution or the use of a Convenience Check.

**Convenience Check** means a check we issue to you to take a Cash Advance. You may not use these checks to pay us or our affiliates.

**Purchase** means the use of the Account to obtain goods or services.

**Prime Rate** means the highest U.S. Prime Rate in the Money Rates section of The Wall Street Journal on the 25th day of the month, or the next day if that day is not a publication day. If The Wall Street Journal does not publish the U.S. Prime Rate, we may substitute another index.

**we**, **us**, **our**, and **Credit One Bank** refer to Credit One Bank, N.A., the issuer of your Card.

**you**, and **your** refer to each person who has applied for the Account and where appropriate, the Authorized User.

## *Features and Use of Your Account*

**Using Your Card:** You may make Purchases wherever the Card is accepted. You may use the Account to obtain Cash Advances, but you may not make more than two Cash Advance transactions per day which may not exceed the lower of your available credit for cash or $200. You may use the Account only for personal, family, or household purposes, and if your Account is used for any other purpose you are still responsible for such use. You may not use the Account for business or commercial purposes. The Account may not be used for online or internet gambling or illegal purposes.

**Your Credit Limit:** We will tell you your credit limit. Keep your Account balance below your credit limit. If you do not, you must still pay us. We may designate part of your credit limit as a Cash Advance limit and part as a Balance Transfer limit. We may change your credit limit(s) at any time, without notice. You may use a portion of your credit limit for Cash Advances and Balance Transfers. Each Purchase, Cash Advance, and Balance Transfer obtained will reduce the amount of available credit under your credit limit until it is repaid. We may delay increasing your available credit by the amount of any payment that we receive for up to 12 calendar days.

**Credit Limit Increase:** To request a credit limit increase contact the Customer Service number on your statement. We may impose a fee for processing the request.

**Credit Authorizations:** We may decline to authorize a transaction for any reason. We will not be liable to you if we decline a transaction or if anyone refuses any use of your Card.

**Automatic Billing:** You may set up automatic billing with a merchant. You authorize us to provide an updated Account number or Card expiration date to any merchant at our discretion. Contact the merchant to stop automatic billing.

**Joint Accounts:** If this is a joint account, each of you is responsible individually and together for all amounts owed. Each of you is responsible even if the Account is used by only one of you. You will continue to be liable for the entire balance of the Account, even if your co-applicant is ordered by a court to pay us. You will remain liable to us if your co-applicant fails to pay as ordered by the court. Your Account status will continue to be reported to the credit reporting agencies under each of your names. The delivery of notices or billing statements to either of you serves as delivery to each of you. We may rely on instructions given by either of you. We are not liable to either of you for relying upon such instructions.

**Electronic Access:** Applications (apps) on electronic devices (such as mobile wallets) can store your Card and can be used to get credit under this Agreement. Such transactions are covered by this Agreement. Apps may have separate terms of use. We are not responsible if you violate those terms or for any consequences from violating those terms.

**Additional Cardholder:** At your request, we may, at our discretion, issue, in the name of another person, an additional Card on your Account. That person is an Additional Cardholder, as well as an Authorized User. An Additional Cardholder has access to certain Account information including balance, available credit and payment information. If you advise us that the Additional Cardholder is your spouse, information regarding the Account will be provided to consumer reporting agencies in your name as well as in the name of the Additional Cardholder. By requesting that we add an Additional Cardholder to your Account, you represent that you (1) have the consent of the Additional Cardholder to be added to the Account, (2) have provided a copy of this Agreement to the Additional Cardholder, and (3) if the Additional Cardholder is your spouse, you have told the Additional Cardholder that Credit One Bank will furnish credit information about them to the credit reporting agencies in connection with the Account. The Additional Cardholder may report the Card lost or stolen and may remove him or herself from the Account.

## *Interest Rates and Interest Changes*

**Annual Percentage Rates (APRs):** See the Pricing Summary for your APRs. The APR for Balance Transfers will be the same as the APR for standard Purchases, unless a promotional rate applies.

**Variable Rates:** Your Pricing Summary indicates whether you have any variable APRs. Variable APRs are determined by adding to the Prime Rate the number of percentage points ("margin") specified in the Pricing Summary. Variable APRs will increase or decrease when the Prime Rate changes. The APR change will take effect beginning with billing cycles that end on or after the first day of the month after the month in which the Prime Rate changes. An increase in the APR will increase your interest charges and may increase your Minimum Payment Due.

**Average Daily Balance Method (including new transactions):** We calculate interest each billing cycle by first figuring the "average daily balance" for each type of balance. Standard Purchases, standard Cash Advances, standard Balance Transfers, and each promotional offer, are all types of balances.

For each type of balance, for each billing cycle, we start with the balance on the last day of your previous billing cycle. We subtract any unpaid interest. This is the beginning balance each day. Each day of the billing cycle we subtract any new payments and credits applied to that type of balance. We

add any new transactions and fees for that type of balance. We add Purchases, Cash Advances, and Balance Transfers on the post date. We add transaction fees on promotional rate and non-promotional rate Balance Transfers to the same type of balance as the transaction. We add all other fees to the standard Purchase balance. This gives us the daily balance for that type of balance, except that if the daily balance is negative, we treat it as zero. We then add up all of the daily balances and divide by the number of days in the billing cycle. This gives us the "average daily balance" for that type of balance. We multiply the average daily balance by the applicable monthly periodic rate (the APR divided by 12). This gives us the interest charged for that type of balance for that billing cycle. This interest is included in the Account balance on the last day of the billing cycle. The results for all types of balances are then added together to determine the total interest charged that billing cycle.

**When Interest Begins:** We begin to impose interest on a transaction or fee from the day we add it to the daily balance. We continue to impose interest 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 billing statement by the Payment Due Date shown on that billing statement, we will not impose interest on new Purchases paid by the Payment Due Date on your current billing statement. The Payment Due Date will be at least 24 days after the close of the billing cycle. If you have been paying your Account balance in full and thereby avoiding interest on Purchases, but then do not pay the next New Statement Balance in full by the Payment Due Date, in that billing cycle we will start charging interest on the unpaid portion of your balance.

## ***Fees***

See the Pricing Summary for additional Fee information.

**Annual Fee:** If your Account is subject to an Annual Fee, the amount and when it is billed is shown on the Pricing Summary. The Annual Fee is billed to the Account until the Account is closed and the outstanding balance is paid in full. The Annual Fee is refundable as long as you cancel your Account and have not used your card for any Purchases, Cash Advances, or Balance Transfers and you have not made a payment.

**Credit Limit Increase Fee:** If a fee is imposed for processing a Credit Limit increase request, we will tell you the amount of the fee at the time of your request and before you agree to it.

**Foreign Transaction Fee:** We add this fee, unless "None" is stated in the Pricing Summary table, for each purchase made outside the U.S. (A purchase is made outside the U.S. unless it is made with a U.S. merchant, processed completely in the U.S., and in U.S. dollars.) The fee is a percentage of the U.S. dollar amount of the purchase.

**Optional Express Payment Service Fee:** If a representative of ours helps expedite your payment, we may impose an Express Payment fee. You will be informed of the amount of the fee before you complete the transaction.

**Duplicate Statement Fee:** If you request a duplicate copy of a monthly statement, for any purpose other than to assert a billing error, you will be charged a fee of up to $10 for each statement copy requested.

**Sales Slip Request Fee:** If you request a copy of a sales slip, for any purpose other than to resolve a dispute about the charges on your Account, you will be charged a fee of $6 for each sales slip copy requested.

**Replacement Card Fee:** If you request a replacement card, a Replacement Card Fee of up to $25 may be charged to your Account.

## ***Payments***

**Minimum Payment Due:** See the Pricing Summary for the minimum payment requirements.

**Small Balances:** As it is uneconomical for both you and us to process payments or maintain credits that are $1 or less in amount, you agree as follows: (1) In any billing cycle in which you have had no transactions and your New Balance on the billing date is $1 or less, the balance will be rounded to zero and you will not receive a bill for this amount. (2) In the event that you have a credit balance of $1 or less for two consecutive billing cycles, the balance will be rounded to zero and you will not receive a refund of this amount.

**Payment Instructions:** You must pay us in U.S. dollars, in funds on deposit in the U.S. 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.

**Irregular Payments:** Any payment submitted in offer of settlement of a disputed debt, including any item containing a notation such as "paid in full," and any other item with a restrictive endorsement, must be sent to: Credit One Bank, P.O. Box 95516, Las Vegas, NV 89193-5516. We can accept

late payments, partial payments, and checks or other items with restrictive endorsements at any other address without losing any of our rights under this Agreement.

**Postdated Checks:** You agree that we need not examine any payment check to confirm that it is not postdated and that we may deposit any postdated check on the day we receive it.

**Payment Allocation:** We apply payments up to the Minimum Payment Due and credits at our discretion, which may result in balances at lower APRs being paid first and higher interest charges. Payments over the Minimum Payment Due will be applied to balances with higher APRs first.

## ***Collecting, Sharing, and Updating Information***

**Customer Privacy:** We send you our Privacy Policy when you open your Account and thereafter in accordance with applicable law. 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. You accept the terms of our Privacy Policy when you use the Account. Contact us or visit CreditOne.com if you would like a copy.

**Information About You:** You authorize us to obtain and/or use information about you from third parties and credit reporting agencies to: (1) verify your identity and/or conduct investigative inquiries; (2) determine your income and credit eligibility; (3) review your Account and provide renewal of credit; (4) verify your current credit standing in order to present future credit limit increases or decreases; (5) qualify you for and present additional lines of credit or other offers; and (6) collect amounts owing on your Account. Upon request, we will tell you the name and address of any credit reporting agency that provided us with information concerning you.

**Furnishing Information:** We may furnish information concerning your Account or credit file to consumer reporting agencies and others who may properly receive that information. If you believe that information we furnished is inaccurate or incomplete, please write us at Credit One Bank, P. O. Box 98873, Las Vegas, NV 89193-8873. Please include your name, address, home phone number and Account number.

**Telephone Calls, Text Messages and Emails Regarding Your Account:** You are providing express written permission and consent authorizing Credit One Bank and our agents, servicers, contractors, subsidiaries, affiliates, officers, and other partners and employees to contact you at any phone number (including mobile, cellular/wireless, or similar devices) or email address you provide at any time, for any lawful purpose. The ways in which we may contact you include live operator, dialing system, automatic telephone dialing systems (auto-dialer), prerecorded and artificial voice message, text/SMS message or email. Phone numbers and email addresses you provide include those you give to us, those from which you, or someone acting on your behalf, contact us or which we obtain through other means. If you provide a phone number for which you are not the owner, you confirm you are authorized to provide that number. Such lawful purposes include, but are not limited to: obtaining information; activation of the card for verification and identification purposes; account transactions or servicing related matters; suspected fraud or identity theft; collection on the Account; and providing information about special products and services. You agree to pay any fee(s) or charge(s) that you may incur for incoming communications from us or outgoing communications to us, to or from any such number or email address, without reimbursement from us.

**Communication Revocation:** You may revoke your authorization for most communications. However, you cannot revoke authorization for fraud related communications or legally required communications. To change your communication preferences or to revoke consent you must write us. Please:

- include your name, mailing address, and the last four digits of your Account number;
- specify whether you are changing your preferences regarding mail, telephone calls, emails, and/or text or SMS messages;
- provide the specific phone number(s) and/or email address for which you are requesting communications to cease;
- send this written notice to: Credit One Bank, P.O. Box 98873, Las Vegas, NV 89193-8873.

Certain communication preferences can be changed on-line. Please log in to your Account to see if that option is available.

**Telephone Monitoring:** You agree that we (and our servicers, agents and contractors) may monitor and record any calls between you and us.

**Updating Your Phone Number:** Notify us immediately if you change mobile or cell phone numbers or plan to give your phone to someone else. It is your responsibility to provide us with a true, accurate and complete mobile number and to maintain and update promptly any changes in this information. You can update your mobile number by calling us at the phone number on the back of your Card.

**Indemnification:** If you provide telephone number(s) for which you are not the subscriber, or fail to notify us when you cease to be the subscriber for a telephone number you previously gave us, you agree to indemnify us, our subsidiaries, affiliates, officers, agents, servicers, contractors, and other partners and employees for any costs and expenses, including reasonable attorneys' fees, incurred as a result of us contacting or attempting to contact you at the number(s). Your obligation under this paragraph shall survive termination of the Agreement.

## *Account Closure*

**Default:** You are in default under this Agreement if (1) bankruptcy or another insolvency proceeding is filed by or against you; (2) we reasonably believe you are unable or unwilling to repay us; (3) you die or are legally incompetent or incapacitated; (4) you fail to comply with the terms of this Agreement, including failing to make a required payment when due, exceeding your credit limit or using your Card or Account for an illegal transaction; (5) you give us misleading, false, incomplete or incorrect information or fail to give us any information we deem necessary; or (6) if you no longer permanently reside in the United States or its territories. If you are in default, we may declare the entire Account balance immediately due and payable without advance 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.

**Closing Your Account:** You may close your Account at any time. You will remain responsible for any amount you owe us under this Agreement. Any joint Cardholder may cancel a joint Account. However, both of you will remain responsible for paying all amounts owed. If your Account is subject to an Annual Fee, the fee will continue to be charged until you pay your outstanding balance in full.

We may cancel, suspend or not renew your Card, Account, or access to the credit line at any time and for any reason without notice. If your Account is closed by us, the Annual Fee will continue to be charged until you pay your outstanding balance in full.

However, when your Account is closed, if there is: (1) a debit balance of $1 or less, that balance will be rounded to zero and you will not be required to pay this amount; or (2) a credit balance of $1 or less, that balance will be rounded to zero and this amount will not be refunded to you. The rounding to zero may occur after your closing statement cycles, and you may not receive a statement reflecting the rounding.

## *Arbitration Agreement*

**PLEASE READ CAREFULLY—IMPORTANT—AFFECTS YOUR LEGAL RIGHTS**

This agreement to arbitrate provides that you or we can require controversies or disputes between us to be resolved by BINDING ARBITRATION. You have the right to REJECT this agreement to arbitrate by using the procedure explained below.

If you do not reject this agreement to arbitrate, you GIVE UP YOUR RIGHT TO GO TO COURT and controversies or disputes between us will be resolved by a NEUTRAL ARBITRATOR INSTEAD OF A JUDGE OR JURY, using rules that are simpler and more limited than in a court. Arbitrator decisions are subject to VERY LIMITED REVIEW BY A COURT. Arbitration will proceed INDIVIDUALLY— CLASS ACTIONS AND SIMILAR PROCEDURES WILL NOT BE AVAILABLE TO YOU.

**Agreement to Arbitrate:** You and we agree that either you or we may, without the other's consent, require that controversies or disputes between you and us (all of which are called "Claims"), be submitted to mandatory, binding arbitration. This agreement to arbitrate is made pursuant to a transaction involving interstate commerce, and shall be governed by, and enforceable under, the Federal Arbitration Act (the "FAA"), 9 U.S.C. §1 et seq., and (to the extent State law is applicable), the laws of the State of Nevada.

For purposes of this agreement to arbitrate, "you" includes you, any co-applicant, any Authorized User (including Additional Cardholders), or anyone else connected with you or claiming through you; and "we" or "us" includes Credit One Bank, N.A., all of its parents, subsidiaries, affiliates, successors, predecessors, employees, and related persons or entities, and all third parties who are regarded as agents or representatives of us in connection with the subject matter of the claim or dispute at issue.

**Covered Claims:** Claims subject to arbitration include, but are not limited to, any controversies or disputes arising from or relating in any way to your Account; any transactions involving your Account; any disclosures made to you concerning your Account; any interest, charges, or fees assessed on your Account; any service(s) or programs related to your Account; and, if permitted by the rules of the arbitration forum, any collection of debt related to your Account. Claims also include controversies or disputes arising from or relating in any way to advertising, solicitations, or any application for, approval of, or establishment of your Account. Claims subject to arbitration include any controversies or disputes based on any theory of law, whether contract, tort, statute, regulation, common law, or equity, or whether they seek legal or equitable remedies. All Claims are subject to arbitration whether they arose in the past, may currently exist, or may arise in the future. Arbitration will apply even if your Account is closed, you pay us in full any outstanding debt you owe, or you file for bankruptcy. Also, controversies or disputes about the validity, enforceability, coverage, meaning, or scope of this agreement to arbitrate or any part thereof are subject to arbitration and are for the arbitrator to decide. Any questions about what Claims are subject to arbitration shall be resolved by interpreting this agreement to arbitrate in the broadest way the law will allow it to be enforced.

**Claims Not Covered:** Claims (whether brought initially or by counter or cross-claim) are not subject to arbitration if they are filed by you or us in a small claims court, so long as the case remains in such court and only individual claims for relief are advanced in the case.

**No Class Arbitration or Consolidation or Joinder of Parties:** Class actions and other similar procedures in which individuals seek to represent similarly situated individuals or seek relief on behalf of the general public, and consolidation or joinder of Claims (except for claimants on the same account), are NOT available under this agreement to arbitrate. Claims in arbitration will proceed on an INDIVIDUAL basis only:

> UNLESS YOU REJECT THIS AGREEMENT TO ARBITRATE, YOU AND WE WAIVE THE RIGHT TO ASSERT OR PARTICIPATE IN A CLASS ACTION OR ANY REPRESENTATIVE OR CONSOLIDATED PROCEEDING IN COURT OR IN ARBITRATION.

The arbitrator shall have no authority to entertain any Claim as a class action or private attorney general action or on any other similar representative basis, nor shall the arbitrator have any authority to consolidate or join Claims brought by separate claimants (except for claimants on the same account). This also means that the arbitrator 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.†

†**Notice to California Account Holders:** This agreement to arbitrate shall not be construed to prevent you from seeking in the arbitration the remedy of public injunctive relief if (a) you reside in California, (b) you resided in California at the time you entered into this agreement to arbitrate, or (iii) the billing address for your Account is a California address (hereafter, "California Account Holder").

**Initiation of Arbitration:** The arbitration shall be administered by the American Arbitration Association ("AAA") before a single arbitrator under the AAA's Consumer Arbitration Rules, or by a mutually agreeable administrator, before a single arbitrator, as modified by this arbitration provision. Information about the arbitration process for AAA can be obtained from the AAA at www.adr.org. The arbitrator shall be selected from the AAA (or mutually agreeable administrator) panel of neutrals then active on the roster maintained by the AAA (or mutually agreeable administrator) office located in the city of or nearest to your billing address and, unless otherwise mutually agreed, the arbitrator shall be a retired federal judge, a retired state appellate judge, a retired state trial judge, or a lawyer with at least 15 years of experience in that order of preference.

In the event that the AAA or mutually agreeable administrator is unable or unwilling 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).

**Arbitration Procedures and Applicable Law; Offer of Settlement:** Unlike a lawsuit in state or federal court, arbitration is conducted by a private organization that specializes in alternative dispute resolution. Disputes in arbitration are decided by a neutral arbitrator instead of a judge or jury. You may represent yourself in arbitration, or you may be represented by a lawyer.

Under this agreement to arbitrate, a single arbitrator designated by the arbitration administrator will decide the Claim under applicable law. The arbitrator is bound by the terms of this agreement to arbitrate. The AAA or mutually agreeable administrator will apply its code of procedures in effect at the time the arbitration claim is filed. If there is a conflict between that code of procedures and this arbitration provision and/or any sections of this Card Agreement, this arbitration provision and/or this Card Agreement will control. The arbitrator will honor all claims of privilege recognized by law. Subject to the prohibition on class, representative, and consolidation procedures set forth above, the arbitrator will have the power to award to a party any damages or other relief (including relief in equity) provided for under applicable law. That is, a party will be entitled to recover in arbitration any damages or other relief that it could recover if it prevailed in a court proceeding. An arbitrator's award shall consist of a written statement setting forth the disposition of each Claim. At the request of any party, the arbitrator shall also set forth a written explanation of the essential findings and conclusions on which the award is based. An arbitration award shall decide the rights and obligations only of the parties named in the arbitration, and shall not have any bearing on another person or dispute.

If your Claim is for $10,000 or less, you may choose whether the arbitration will be conducted solely on the basis of documents, in a telephonic hearing, or in an in-person hearing.

Any in-person hearing will take place in the federal judicial district that includes your billing address at the time the Claim is filed, unless the parties agree to a different place.

**The Arbitrator's Decision:** The arbitrator's decision will be final and binding on the parties. A party can file a written appeal to the arbitration administrator within thirty (30) days after an award is issued. The appeal will proceed before a panel of three neutral arbitrators designated by the same arbitration administrator. The panel will decide anew all factual and legal issues, following the same rules of procedure, by majority vote any aspect of the original decision objected to. The costs of such an appeal will be borne in accordance with the below paragraph entitled "Fees and Costs". Any review by a court shall be governed by the Federal Arbitration Act. Any final arbitration award will be binding on the named parties and enforceable by any court having jurisdiction.

**Fees and Costs:** We will pay any costs that are required to be paid by us under the arbitration administrator's rules of procedure. If you file the arbitration, you will pay your share of the initial filing fee, unless you seek and qualify for a fee waiver under the applicable rules of the arbitration

administrator. The party filing an appeal shall be responsible for all filing fees and costs of the appeal unless prohibited by administrator's rules of procedure. All parties are responsible for their own attorney's fees, expert fees and any other expenses, unless the arbitrator awards such fees or expenses to you or us if allowed by applicable law.

**Other Parties Subject to this Agreement to Arbitrate:** In addition to you and us, the rights and duties described in this agreement to arbitrate apply to: any third party co-defendant of a claim subject to this arbitration provision; all joint account holders, Additional Cardholders, and Authorized Users of your Account(s).

**How to REJECT this Agreement to Arbitrate:** You can reject this agreement to arbitrate but only if we receive from you a written notice of rejection within 45 days after it was first provided to you. To reject this agreement to arbitrate you must send the notice of rejection to: Credit One Bank, Attention: Arbitration Opt Out, P. O. Box 98873, Las Vegas, NV 89193-8873. Rejection notices sent to any other address will not be accepted or effective. If you decide to reject this agreement to arbitrate in writing, your notice must state that you reject this agreement to arbitrate and include your name, address, account number, and personal signature. Rejection of arbitration will not affect your other rights or responsibilities under this Card Agreement.

**Survival, Severability, and Amendment of Terms:**
*Survival.* This agreement to arbitrate shall survive changes in the Agreement and termination of the Account or the relationship between you and us, including the bankruptcy of any party and any transfer or sale of your Account, or amounts owed on your Account, to another person or entity.
*Severability.* If any part or parts of your agreement to arbitrate are declared unenforceable, then such specific part or parts shall be of no force or effect and shall be severed, but the remainder of this agreement to arbitrate shall continue in full force and effect. If, however, the entire agreement to arbitrate or your waiver of the right to bring or participate in a class or representative action or in consolidation procedures is unenforceable, then the agreement to arbitrate shall be of no force or effect. Notwithstanding the preceding sentence, with respect to California Account Holders, if arbitration is unenforceable, in whole or in part, you and we agree to resolve any Claim by a judicial reference proceeding as described above.
*Amendment in Writing Only.* This agreement to arbitrate may not be amended, severed, or waived, except as expressly provided in the Agreement or in a written agreement between you and us.

## *Other Information*

**Transactions in Foreign Currencies:** If you make a transaction at a merchant that settles in a currency other than U.S. dollars, Mastercard International Incorporated or Visa Incorporated will convert that charge into a U.S. Dollar amount. That conversion will be done at a rate selected by Mastercard or Visa from the range of rates available in wholesale currency markets for the applicable central processing date, which rate may vary from the rate Mastercard or Visa itself receives, or the government-mandated rate in effect for the applicable central processing date. The currency conversion rate used on the processing date may differ from the rate that would have been used on the purchase date or on the date the transaction is posted to your Account. You agree to pay the converted amount, including any charges for the conversion that may be imposed as described above.

**Changes to Your Agreement:** The rates, fees and terms of this Agreement may change and we may add or delete any term to this Agreement, consistent with applicable law. We will give you advance written notice of these changes and a right to reject the change, if required by law.

**Unauthorized Use:** Notify us immediately if your Card is lost or stolen or you suspect that someone is using your Card or Account without your permission.

**Assignment:** We may assign any or all of our rights and obligations under this Agreement. You may not assign any of your rights or obligations under this Agreement.

**No Waiver:** We will not lose our rights under this Agreement because we delay or do not enforce them.

**Governing Law:** This Agreement is governed by and interpreted in accordance with the laws applicable to national banks, and, where no such laws apply, by the laws of the State of Nevada, excluding the conflicts of law provisions thereof, regardless of your state of residence.

**Conformance with Law; Severability:** If any part of this Agreement conflicts with applicable law, that provision will be considered modified to conform to applicable law. If any part of this Agreement is invalid, the rest shall remain in effect, except as otherwise noted in the Arbitration Provision.

## ***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 the Billing Inquiries address on the statement.

In your letter, give us the following information:

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

You must contact us:

- Within 60 days after the error appeared on your statement.
- At least 3 business days before an automated payment is scheduled, if you want to stop payment on the amount you think is wrong.

You must notify us of any potential errors in writing. You may call us, but if you do we are not required to investigate any potential errors and you may have to pay the amount in question.

**What Will Happen After We Receive Your Letter**

When we receive your letter, we must do two things:

1. Within 30 days of receiving your letter, we must tell you that we received your letter. We will also tell you if we have already corrected the error.
2. Within 90 days of receiving your letter, we must either correct the error or explain to you why we believe the bill is correct.

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

- We cannot try to collect the amount in question, or report you as delinquent on that amount.
- The charge in question may remain on your statement, and we may continue to charge you interest on that amount.
- While you do not have to pay the amount in question, you are responsible for the remainder of your balance.
- We can apply any unpaid amount against your credit limit.

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

*If we made a mistake:* You will not have to pay the amount in question or any interest or other fees related to that amount.

*If we do not believe there was a mistake:* You will have to pay the amount in question, along with applicable interest and fees. We will send you a statement of the amount you owe and the date payment is due. We may then report you as delinquent if you do not pay the amount we think you owe.

If you receive our explanation but still believe your bill is wrong, you must write to us within 10 days telling us that you still refuse to pay. If you do so, we cannot report you as delinquent without also reporting that you are questioning your bill. We must tell you the name of anyone to whom we reported you as delinquent, and we must let those organizations know when the matter has been settled between us.

If we do not follow all of the rules above, you do not have to pay the first $50.00 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 $50.00. (Note: Neither of these are necessary if your purchase was based on an advertisement we mailed to you, or if we own or operate the company that sold you the goods or services.)
2. You must have used your credit card for the purchase. Purchases made with cash advances from an ATM or with a check that accesses your credit card account do not qualify.
3. You must not yet have fully paid for the purchase.

If all of the criteria above are met and you are still dissatisfied with the purchase, contact us in writing at the Billing Inquiries address shown on your statement.

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

## ***Rewards Program Supplement***

This document ("Supplement") describes the terms and conditions of the Credit One Bank Cash Back Rewards Program ("Program") and supplements the Card Agreement that governs your credit card account issued by Credit One Bank, N.A. (the "Account"). By using the Account, you agree to participate in the Program. Your participation is subject to the terms of the Card Agreement, including the arbitration agreement, if applicable, and this Supplement. In the event of a conflict between the Card Agreement and this Supplement, with respect to matters relating to the Program, this Supplement controls.

**Earning Cash Back Rewards:** You earn cash back rewards for Purchases using your Account minus returns, refunds, disputed charges and fraudulent transactions ("Net Eligible Purchases") equal to 1% in the following categories:

- gasoline (Service Stations, Automated Fuel Dispensers, Petroleum and Petroleum Products, Marinas and Marine Services),
- grocery (Grocery Stores and Supermarkets, Freezer and Meat Provisioners, Miscellaneous Food Stores – Convenience Stores and Specialty Markets. Grocery Purchases do not include Purchases at superstores, at stores that sell groceries and other products like drugstores; or at smaller stores like bakeries, candy, nut or confection stores),
- mobile phone service (Telecommunication Equipment and Telephone Sales, Telecommunication Services, including Local and Long-Distance Calls, Credit Card Calls, Calls Through Use of Magnetic-Stripe-Reading Telephones, and Fax Services), and
- internet, cable and satellite TV subscription services (Cable, Satellite and Other Pay Television/Radio/Streaming Services, Computer Network/Information Services).

**Purchases That Are Not Eligible:** Purchases from the following types of merchants are not eligible for cash back rewards:

- oil, propane, home heating companies,
- PayPal,
- warehouse clubs (including but not limited to Sam's Club, Costco, and BJ's),
- discount supercenters (including but not limited to Walmart® and Target®).

You do not earn cash back rewards on Cash Advances, Balance Transfers, interest, fees, and other charges. If your Account is in default, as defined in your Card Agreement, at the time the cash back rewards are to be posted to your Account, you WILL NOT receive the applicable credit. Cash back rewards have no cash value; however, when redeemed in accordance with the Program have a redemption value. See "**Redeeming Cash Back Rewards**" below. Cash back rewards may not be transferred to any other person including through such events as inheritance, bankruptcy, or divorce.

Earning and accruing cash back rewards is not limited as long as your Account is in good standing, and you may have a negative cash back rewards balance (because of returns and other post transaction actions). If your Account has a negative cash back rewards balance, any newly earned cash back rewards will be used to offset that negative balance until that balance has been brought to zero. As long as your Account is in good standing, your cash back rewards do not expire. Cash back rewards are forfeited 90 days after your Account is closed by you or us. If we find evidence of misuse, fraud or the Account is in default, as defined in your Card Agreement, no redemptions of your cash back rewards, automatic or manual, will be permitted; provided that if your Account is closed because of nonpayment, you will have 90 days to redeem any cash back rewards from the date the notice is sent to you. See "**Redeeming Cash Back Rewards**." Cash back rewards from separate accounts cannot be combined. Authorized Users earn cash back rewards on the Account, but only the primary Cardholder may redeem cash back rewards.

**Merchant Categories:** Merchants who accept credit cards are assigned a merchant code, which is determined by the merchant or its processor in accordance with the applicable credit card network's procedures based on the kinds of products and services they primarily sell. We have no control over merchant codes. Please note:

- We make every effort to include all relevant merchant codes in our cash back rewards categories. However, even though a merchant or some of the items that it sells may appear to fit within a cash back rewards category, the merchant may not have a merchant code in that category or may not use an eligible merchant code. When this occurs, Purchases with that merchant will not qualify for cash back rewards on purchases in that category.
- A merchant with more than one location may submit Purchases using different codes, including codes that are not eligible under this Program. This means that Purchases from the same merchant at a different location may result in no cash back rewards. Purchases made without an eligible code WILL NOT qualify for cash back rewards.
- Purchases submitted by you, an authorized user, or the merchant through third-party payment accounts, mobile or wireless card readers, online or mobile digital wallets, or similar technology will not qualify in a cash back rewards category if the technology is not set up to process the purchase in that cash back rewards category.

**Redeeming Cash Back Rewards:** Cash back rewards may be redeemed automatically ("Automatic Redemption") only for statement credits; or redeemed manually ("Manual Redemption"), for statement credits, gift cards, or other goods or services. You can switch between Automatic and Manual Redemption, but in order to do so, you must have an online Account that you can access via CreditOneBank.com or the Credit One Bank Mobile App. All cash back rewards redemptions are subject to terms and conditions set forth in this Supplement and at https://www.creditonebank.com/rewardsredemptionterms.

- Manual Redemption: Upon Account opening, your Account will be set to Manual Redemption. Cash back rewards will post to your Account within thirty-seven days after a Net Eligible Purchase posts to your Account. The amount of cash back rewards you need to redeem for consumer goods and services will be determined at redemption and may change without notice. The most up-to-date amount of cash back rewards you have available to redeem (which reflects any adjustments, transfers, or redemptions) is available online or by calling the customer service number and may differ from the available cash back rewards shown on your last monthly billing statement.

- Automatic Redemption: Cash back rewards may be redeemed automatically as statement credits. To do so, you must change your redemption setting from Manual Redemption to Automatic Redemption. If you switch from Manual to Automatic Redemption, any cash back reward balance accrued while your Account has a Manual Redemption setting will be applied to your Account as a statement credit in any month your redemption setting is set to Automatic Redemption as of 3:00 p.m. Central Time on the first day of the month. We will post a statement credit to your Account within thirty-seven days after the end of the month based on the Net Eligible Purchases posted to your Account from the first day to the last day of the current month. You will receive an automatic rewards credit on each statement that has at least one Net Eligible Purchase.

**Feedback:** If you send or transmit any communications, comments, questions, suggestions, or related materials, whether by letter, e-mail, telephone, or otherwise (Feedback), suggesting or recommending changes to the Program or how cash back rewards are fulfilled, including, without limitation, new features or functionality, you grant us and any of our vendors a perpetual right to use the Feedback for our own and their own, respective internal business purposes. Further, we, our service providers, vendors, and any subcontractors disclaim any liability to you for any such use of Feedback for our or their own, respective internal business purpose.

**Consumer Goods/Services Disclaimer: BY PARTICIPATING IN THE PROGRAM, YOU ACKNOWLEDGE AND AGREE THAT CREDIT ONE BANK AND ITS VENDORS ARE ONLY PROVIDING THE PROGRAM TO EARN AND REDEEM CASH BACK REWARDS AND NOT PROVIDING CONSUMER GOODS OR SERVICES. CREDIT ONE BANK AND ITS VENDORS ARE NOT INVOLVED IN WARRANTING ANY CONSUMER GOODS OR SERVICES WHICH YOU MAY ACQUIRE UTILIZING THE PROGRAM AND REDEMPTION SERVICES. CREDIT ONE BANK AND ITS VENDORS DO NOT MAKE, AND AFFIRMATIVELY DISCLAIM, ANY AND ALL WARRANTIES, EXPRESS OR IMPLIED, WITH RESPECT TO SUCH CONSUMER GOODS OR SERVICES, INCLUDING WITHOUT LIMITATION, ANY WARRANTY OF MERCHANTABILITY, SUITABILITY FOR A PARTICULAR PURPOSE, OR AGAINST INFRINGEMENT. WARRANTIES FOR CONSUMER GOODS AND SERVICES ARE LIMITED TO THE APPLICABLE THIRD-PARTY SUPPLIER'S WARRANTIES AND RETURN POLICIES. BY PARTICIPATING IN THE PROGRAM, YOU ACKNOWLEDGE AND AGREE TO LOOK SOLELY TO THE APPLICABLE MERCHANT PROVIDING THE CONSUMER GOODS AND/OR SERVICES REDEEMED OR PURCHASED BY YOU UTILIZING THE PROGRAM FOR ANY WARRANTY, REMEDY, OBLIGATION AND/OR LIABILITY WITH RESPECT TO SUCH CONSUMER PRODUCTS AND/OR SERVICES. BY PARTICIPATING IN THE PROGRAM, YOU RELEASE CREDIT ONE BANK AND ITS VENDORS FROM ANY AND ALL LIABILITY WITH RESPECT TO SUCH CONSUMER GOODS AND SERVICES.**

**Information Disclaimer: IN THE COURSE OF PROVIDING THE PROGRAM AND REDEMPTION SERVICE FOR CONSUMER GOODS AND/OR SERVICES, CREDIT ONE BANK AND/OR ITS VENDORS MAY INTEGRATE WITH THIRD-PARTY SUPPLIERS SELECTED OR CHANGED BY CREDIT ONE BANK AND/OR ITS VENDORS, IN THEIR SOLE DISCRETION, FOR THE FULFILLMENT OF SUCH CONSUMER GOODS AND/OR SERVICES REDEEMED OR PURCHASED UTILIZING THE PROGRAM. IN ORDER TO FACILITATE FULFILLMENT OF THE CONSUMER GOODS AND SERVICES WITH THE THIRD-PARTY SUPPLIERS, CREDIT ONE BANK AND/OR ITS VENDORS MAY SEND YOUR REQUIRED PERSONAL AND OTHER INFORMATION (WHICH CAN INCLUDE, BUT IS NOT LIMITED TO FIRST NAME, LAST NAME, SHIPPING ADDRESS, PHONE NUMBER AND EMAIL ADDRESS) TO THIRD-PARTY SUPPLIERS TO FACILITATE THE PURCHASE OR REDEMPTION. BY PARTICIPATING IN THE PROGRAM AND REDEEMING CASH BACK REWARDS FOR CONSUMER GOODS OR SERVICES, YOU THEREFORE AGREE THAT CREDIT ONE BANK AND ITS VENDORS WILL NOT BE HELD RESPONSIBLE AND YOU HEREBY RELEASE CREDIT ONE BANK AND ITS VENDORS FROM ANY LIABILITY FOR YOUR INFORMATION AFTER IT IS INPUT INTO THE REDEMPTION FULFILLMENT SERVICES, FOR THE EXCLUSIVE BENEFIT OF, AND USE BY, THE THIRD-PARTY SUPPLIER, BY YOU AND CORRECTLY TRANSMITTED TO THE THIRD-PARTY SUPPLIER FOR ORDER FULFILLMENT. AFTER YOUR INFORMATION IS PLACED INTO THE REDEMPTION FULFILLMENT SERVICE, YOUR INFORMATION SHALL BE SUBJECT TO THE PRIVACY POLICY AND TERMS OF SUCH THIRD-PARTY SUPPLIER.**

**Program Restrictions:** Cash back rewards posted as a statement credit will reduce the balance on your Account but will not count as payments. You will still be required to pay at least the Minimum Payment Due as shown on your billing statement each month. You WILL NOT earn cash back rewards for Purchases made while your Account is in default as defined within your Card Agreement. This Program excludes Accounts already enrolled in a different Credit One Bank cash back or other rewards program.

**Changes:** The Program may be changed (added to, modified, or deleted) by us at any time, including without limitation changes to the definition of eligible and non-eligible purchases. We will give you prior notice to the extent required by law. Any revision may affect your ability to earn or redeem cash back rewards.

**Termination:** We may suspend or terminate the Program or your participation in the Program at any time and will give you prior notice to the extent required by law. If we suspend or terminate the Program or your participation in the Program, you will have 90 days to redeem any cash back rewards from the date the notice is sent to you. See "**Redeeming Cash Back Rewards**."

**Limited Liability:** Unless otherwise required by law, this Program, or our Card Agreement with you, we will not be liable to you or anyone making a claim on your behalf, in connection with: (1) any change or termination of the Program; (2) any loss, damage, expense or inconvenience caused by any occurrence outside of our control; (3) any taxes that you incur as a result of receiving cash back rewards, payment of which taxes will be your responsibility; (4) any merchandise or services you purchase, or for any direct, indirect or consequential damages with respect to the use of your Account. In any event, any liability that Credit One Bank may have to you in connection with the Program shall be limited to the amount of any cash back rewards you have earned in this Program. The Program and cash back rewards are void or limited where prohibited or restricted, respectively, by federal, state, or local law.

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# *CARD AGREEMENT*

## *Pricing Summary*

| Interest Rates and Interest Charges | |
|---|---|
| **ANNUAL PERCENTAGE RATE (APR) for Purchases** | **23.99%** |
| **ANNUAL PERCENTAGE RATE (APR) for Balance Transfers** | **23.99%** |
| **ANNUAL PERCENTAGE RATE (APR) for Cash Advances** | **23.99%** |
| **Paying Interest** | Your due date is at least 24 days after the close of each billing cycle. We will not charge you any interest on Purchases if you pay your entire balance by the due date each month. We will begin charging interest on Cash Advances and Balance Transfers from the posting date. |
| **Minimum Interest Charge** | If you are charged interest, the charge will be no less than $1.00. |
| **For Credit Card Tips from the Consumer Financial Protection Bureau** | **To learn more about factors to consider when applying for or using a credit card, visit the website of the Consumer Financial Protection Bureau at http:// www.consumerfinance.gov/learnmore.** |
| **Fees** | |
| **Annual Fee** | **$39** |
| **Transaction Fees**<br>• Balance Transfer<br>• Cash Advance<br>• Foreign Transaction | <br>Either **$7** or **4%** of the amount of each Balance Transfer, whichever is greater.<br>Either **$10** or **5%** of the amount of each Cash Advance, whichever is greater.<br>None |
| **Penalty Fees**<br>• Late Payment<br>• Returned Payment | <br>Up to **$39***<br>Up to **$39**** |

**How We Will Calculate Your Balance:** We use a method called "average daily balance (including new Purchases)." See your Card Agreement for more details.

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

***Late Payment Fee:** We will charge the maximum safe harbor amount, which is set annually in accordance with 12 C.F.R. 1026.52(b)(1)(ii)(D). Currently the fee is $29, unless you incurred a Late Payment Fee during the prior six billing cycles. If you did, the fee is currently $39. This fee will not exceed the related Minimum Payment that was due. We charge a Late Payment Fee to your Account if at least the Amount Due This Period (less any

Late Payment Fee for the current billing cycle) plus any Past Due Amount is not received by 5:00 p.m. PT on the Payment Due Date shown on your statement.

****Returned Payment Fee:** We will charge the maximum safe harbor amount, which is set annually in accordance with 12 C.F.R. 1026.52(b)(1)(ii)(D). If a payment is not honored upon first presentment, even if the payment is later honored, a Returned Payment Fee will be charged to your Account. Currently, the fee is $29, unless you incurred a Returned Payment Fee in the prior six billing cycles. If you did, the fee is currently $39. This fee will not exceed the related Minimum Payment that was due.

**Additional Rate Information:** The Purchase, Balance Transfer and Cash Advance APR corresponds to a monthly periodic rate of 1.99917%.

**Minimum Payments:** 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 the sum of:

- 5% of your outstanding balance, rounded up to the next whole dollar, or $30, whichever is greater;
- any Late Payment Fee for the current billing cycle;
- and any Past Due Amount (excluding any past due Late Payment Fees).

## ***Military Lending Act Protections***

**Covered Borrower:** A Covered Borrower is a consumer who is entitled to the Limitations on Terms of Consumer Credit Extended to Service Members and Dependents pursuant to a determination made in accordance with 32 C.F.R. 232.5(b).

**Compliance with the Military Lending Act:** This Agreement shall be interpreted to comply with the Military Lending Act, including its restrictions on permissible loan terms and limitations on interest and fees. As a Covered Borrower: (a) the arbitration provision shall not apply to you, (b) the Duplicate Statement Fee, the Sales Slip Request Fee, and the Replacement Card Fee shall not apply to you, and (c) any other provision of this Agreement that is inconsistent with the Military Lending Act shall not apply to you.

## ***The Agreement***

This Agreement, together with the Pricing Summary, is your contract with us.

**Accepting this Agreement:** You accept this Agreement when you use the Account. You may still reject this Agreement if you have not yet used the Card, used the Account, or paid a fee after receiving a billing statement. To reject the Agreement, call us at 866-515-5721 or write us at Bank Card Center, P.O. Box 95516, Las Vegas, NV 89193-5516. If you reject the Agreement, you are not responsible for any fees or charges.

**Arbitration:** This Agreement includes an Arbitration Provision with class action and jury trial waivers. You can reject the Arbitration Provision. See "How to REJECT this agreement to arbitrate" in the Arbitration section. If you do not, it will be part of this Agreement.

**Promise to Pay:** You agree to pay us for all amounts due on your Account, including credit for Purchases, Balance Transfers, and Cash Advances, as well as interest charges and fees. This includes charges made by Additional Cardholders and other Authorized Users.

## ***Definitions***

**Account** means the Credit One Bank card account under this Agreement.

**Authorized User** means any person you allow to use your Account or Card, including Additional Cardholders. If the Authorized User has been issued a Card and you want to terminate the Authorized User, you must notify us by telephone or in writing.

**Balance Transfer** means a transaction we designate that allows you to use your Account to pay another creditor or yourself. Balance Transfers cannot be used to pay us or our affiliates. A Balance Transfer will be subject to the terms of the Balance Transfer offer and this Agreement.

**Card** refers to one or more cards or access devices, including your Account number, that we give you or someone else with your authorization to get credit under this Agreement.

**Cardholder** refers to each person with a card issued in their name.

**Cash Advance** means the use of your Account to obtain funds at a financial institution or the use of a Convenience Check.

**Convenience Check** means a check we issue to you to take a Cash Advance. You may not use these checks to pay us or our affiliates.

**Purchase** means the use of the Account to obtain goods or services.

**Prime Rate** means the highest U.S. Prime Rate in the Money Rates section of The Wall Street Journal on the 25th day of the month, or the next day if that day is not a publication day. If The Wall Street Journal does not publish the U.S. Prime Rate, we may substitute another index.

**we**, **us**, **our**, and **Credit One Bank** refer to Credit One Bank, N.A., the issuer of your Card.

**you**, and **your** refer to each person who has applied for the Account and where appropriate, the Authorized User.

## ***Features and Use of Your Account***

**Using Your Card:** You may make Purchases wherever the Card is accepted. You may use the Account to obtain Cash Advances, but you may not make more than two Cash Advance transactions per day which may not exceed the lower of your available credit for cash or $200. You may use the Account only for personal, family, or household purposes, and if your Account is used for any other purpose you are still responsible for such use. You may not use the Account for business or commercial purposes. The Account may not be used for online or internet gambling or illegal purposes.

**Your Credit Limit:** We will tell you your credit limit. Keep your Account balance below your credit limit. If you do not, you must still pay us. We may designate part of your credit limit as a Cash Advance limit and part as a Balance Transfer limit. We may change your credit limit(s) at any time, without notice. You may use a portion of your credit limit for Cash Advances and Balance Transfers. Each Purchase, Cash Advance, and Balance Transfer obtained will reduce the amount of available credit under your credit limit until it is repaid. We may delay increasing your available credit by the amount of any payment that we receive for up to 12 calendar days.

**Credit Limit Increase:** To request a credit limit increase contact the Customer Service number on your statement. We may impose a fee for processing the request.

**Credit Authorizations:** We may decline to authorize a transaction for any reason. We will not be liable to you if we decline a transaction or if anyone refuses any use of your Card.

**Automatic Billing:** You may set up automatic billing with a merchant. You authorize us to provide an updated Account number or Card expiration date to any merchant at our discretion. Contact the merchant to stop automatic billing.

**Joint Accounts:** If this is a joint account, each of you is responsible individually and together for all amounts owed. Each of you is responsible even if the Account is used by only one of you. You will continue to be liable for the entire balance of the Account, even if your co-applicant is ordered by a court to pay us. You will remain liable to us if your co-applicant fails to pay as ordered by the court. Your Account status will continue to be reported to the credit reporting agencies under each of your names. The delivery of notices or billing statements to either of you serves as delivery to each of you. We may rely on instructions given by either of you. We are not liable to either of you for relying upon such instructions.

**Electronic Access:** Applications (apps) on electronic devices (such as mobile wallets) can store your Card and can be used to get credit under this Agreement. Such transactions are covered by this Agreement. Apps may have separate terms of use. We are not responsible if you violate those terms or for any consequences from violating those terms.

**Additional Cardholder:** At your request, we may, at our discretion, issue, in the name of another person, an additional Card on your Account. That person is an Additional Cardholder, as well as an Authorized User. An Additional Cardholder has access to certain Account information including balance, available credit and payment information. If you advise us that the Additional Cardholder is your spouse, information regarding the Account will be provided to consumer reporting agencies in your name as well as in the name of the Additional Cardholder. By requesting that we add an Additional Cardholder to your Account, you represent that you (1) have the consent of the Additional Cardholder to be added to the Account, (2) have provided a copy of this Agreement to the Additional Cardholder, and (3) if the Additional Cardholder is your spouse, you have told the Additional Cardholder that Credit One Bank will furnish credit information about them to the credit reporting agencies in connection with the Account. The Additional Cardholder may report the Card lost or stolen and may remove him or herself from the Account.

## ***Interest Rates and Interest Changes***

**Annual Percentage Rates (APRs):** See the Pricing Summary for your APRs. The APR for Balance Transfers will be the same as the APR for standard Purchases, unless a promotional rate applies.

**Variable Rates:** Your Pricing Summary indicates whether you have any variable APRs. Variable APRs are determined by adding to the Prime Rate the number of percentage points ("margin") specified in the Pricing Summary. Variable APRs will increase or decrease when the Prime Rate changes.

The APR change will take effect beginning with billing cycles that end on or after the first day of the month after the month in which the Prime Rate changes. An increase in the APR will increase your interest charges and may increase your Minimum Payment Due.

**Average Daily Balance Method (including new transactions):** We calculate interest each billing cycle by first figuring the "average daily balance" for each type of balance. Standard Purchases, standard Cash Advances, standard Balance Transfers, and each promotional offer, are all types of balances.

For each type of balance, for each billing cycle, we start with the balance on the last day of your previous billing cycle. We subtract any unpaid interest. This is the beginning balance each day. Each day of the billing cycle we subtract any new payments and credits applied to that type of balance. We add any new transactions and fees for that type of balance. We add Purchases, Cash Advances, and Balance Transfers on the post date. We add transaction fees on promotional rate and non-promotional rate Balance Transfers to the same type of balance as the transaction. We add all other fees to the standard Purchase balance. This gives us the daily balance for that type of balance, except that if the daily balance is negative, we treat it as zero. We then add up all of the daily balances and divide by the number of days in the billing cycle. This gives us the "average daily balance" for that type of balance. We multiply the average daily balance by the applicable monthly periodic rate (the APR divided by 12). This gives us the interest charged for that type of balance for that billing cycle. This interest is included in the Account balance on the last day of the billing cycle. The results for all types of balances are then added together to determine the total interest charged that billing cycle.

**When Interest Begins:** We begin to impose interest on a transaction or fee from the day we add it to the daily balance. We continue to impose interest 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 billing statement by the Payment Due Date shown on that billing statement, we will not impose interest on new Purchases paid by the Payment Due Date on your current billing statement. The Payment Due Date will be at least 24 days after the close of the billing cycle. If you have been paying your Account balance in full and thereby avoiding interest on Purchases, but then do not pay the next New Statement Balance in full by the Payment Due Date, in that billing cycle we will start charging interest on the unpaid portion of your balance.

## ***Fees***

See the Pricing Summary for additional Fee information.

**Annual Fee:** If your Account is subject to an Annual Fee, the amount and when it is billed is shown on the Pricing Summary. The Annual Fee is billed to the Account until the Account is closed and the outstanding balance is paid in full. The Annual Fee is refundable as long as you cancel your Account and have not used your card for any Purchases, Cash Advances, or Balance Transfers and you have not made a payment.

**Credit Limit Increase Fee:** If a fee is imposed for processing a Credit Limit increase request, we will tell you the amount of the fee at the time of your request and before you agree to it.

**Foreign Transaction Fee:** We add this fee, unless "None" is stated in the Pricing Summary table, for each purchase made outside the U.S. (A purchase is made outside the U.S. unless it is made with a U.S. merchant, processed completely in the U.S., and in U.S. dollars.) The fee is a percentage of the U.S. dollar amount of the purchase. American Express charges a foreign currency conversion fee of 1% of the amount of the transaction in U.S. dollars. This fee is included as part of the Foreign Transaction Fee listed in the Pricing Summary.

**Optional Express Payment Service Fee:** If a representative of ours helps expedite your payment, we may impose an Express Payment fee. You will be informed of the amount of the fee before you complete the transaction.

**Duplicate Statement Fee:** If you request a duplicate copy of a monthly statement, for any purpose other than to assert a billing error, you will be charged a fee of up to $10 for each statement copy requested.

**Sales Slip Request Fee:** If you request a copy of a sales slip, for any purpose other than to resolve a dispute about the charges on your Account, you will be charged a fee of $6 for each sales slip copy requested.

**Replacement Card Fee:** If you request a replacement card, a Replacement Card Fee of up to $25 may be charged to your Account.

## ***Payments***

**Minimum Payment Due:** See the Pricing Summary for the minimum payment requirements.

**Small Balances:** As it is uneconomical for both you and us to process payments or maintain credits that are $1 or less in amount, you agree as follows: (1) In any billing cycle in which you have had no transactions and your New Balance on the billing date is $1 or less, the balance will be rounded to zero and you will not receive a bill for this amount. (2) In the event that you have a credit balance of $1 or less for two consecutive billing cycles, the balance will be rounded to zero and you will not receive a refund of this amount.

**Payment Instructions:** You must pay us in U.S. dollars, in funds on deposit in the U.S. 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.

**Irregular Payments:** Any payment submitted in offer of settlement of a disputed debt, including any item containing a notation such as "paid in full," and any other item with a restrictive endorsement, must be sent to: Credit One Bank, P.O. Box 95516, Las Vegas, NV 89193-5516. We can accept late payments, partial payments, and checks or other items with restrictive endorsements at any other address without losing any of our rights under this Agreement.

**Postdated Checks:** You agree that we need not examine any payment check to confirm that it is not postdated and that we may deposit any postdated check on the day we receive it.

**Payment Allocation:** We apply payments up to the Minimum Payment Due and credits at our discretion, which may result in balances at lower APRs being paid first and higher interest charges. Payments over the Minimum Payment Due will be applied to balances with higher APRs first.

## ***Collecting, Sharing, and Updating Information***

**Customer Privacy:** We send you our Privacy Policy when you open your Account and thereafter in accordance with applicable law. 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. You accept the terms of our Privacy Policy when you use the Account. Contact us or visit CreditOne.com if you would like a copy.

**Information About You:** You authorize us to obtain and/or use information about you from third parties and credit reporting agencies to: (1) verify your identity and/or conduct investigative inquiries; (2) determine your income and credit eligibility; (3) review your Account and provide renewal of credit; (4) verify your current credit standing in order to present future credit limit increases or decreases; (5) qualify you for and present additional lines of credit or other offers; and (6) collect amounts owing on your Account. Upon request, we will tell you the name and address of any credit reporting agency that provided us with information concerning you.

**Furnishing Information:** We may furnish information concerning your Account or credit file to consumer reporting agencies and others who may properly receive that information. If you believe that information we furnished is inaccurate or incomplete, please write us at Credit One Bank, P. O. Box 98873, Las Vegas, NV 89193-8873. Please include your name, address, home phone number and Account number.

**Telephone Calls, Text Messages and Emails Regarding Your Account:** You are providing express written permission and consent authorizing Credit One Bank and our agents, servicers, contractors, subsidiaries, affiliates, officers, and other partners and employees to contact you at any phone number (including mobile, cellular/wireless, or similar devices) or email address you provide at any time, for any lawful purpose. The ways in which we may contact you include live operator, dialing system, automatic telephone dialing systems (auto-dialer), prerecorded and artificial voice message, text/SMS message or email. Phone numbers and email addresses you provide include those you give to us, those from which you, or someone acting on your behalf, contact us or which we obtain through other means. If you provide a phone number for which you are not the owner, you confirm you are authorized to provide that number. Such lawful purposes include, but are not limited to: obtaining information; activation of the card for verification and identification purposes; account transactions or servicing related matters; suspected fraud or identity theft; collection on the Account; and providing information about special products and services. You agree to pay any fee(s) or charge(s) that you may incur for incoming communications from us or outgoing communications to us, to or from any such number or email address, without reimbursement from us.

**Communication Revocation:** You may revoke your authorization for most communications. However, you cannot revoke authorization for fraud related communications or legally required communications. To change your communication preferences or to revoke consent you must write us. Please:

- include your name, mailing address, and the last four digits of your Account number;
- specify whether you are changing your preferences regarding mail, telephone calls, emails, and/or text or SMS messages;

- provide the specific phone number(s) and/or email address for which you are requesting communications to cease;
- send this written notice to: Credit One Bank, P.O. Box 98873, Las Vegas, NV 89193-8873.

Certain communication preferences can be changed on-line. Please log in to your Account to see if that option is available.

**Telephone Monitoring:** You agree that we (and our servicers, agents and contractors) may monitor and record any calls between you and us.

**Updating Your Phone Number:** Notify us immediately if you change mobile or cell phone numbers or plan to give your phone to someone else. It is your responsibility to provide us with a true, accurate and complete mobile number and to maintain and update promptly any changes in this information. You can update your mobile number by calling us at the phone number on the back of your Card.

**Indemnification:** If you provide telephone number(s) for which you are not the subscriber, or fail to notify us when you cease to be the subscriber for a telephone number you previously gave us, you agree to indemnify us, our subsidiaries, affiliates, officers, agents, servicers, contractors, and other partners and employees for any costs and expenses, including reasonable attorneys' fees, incurred as a result of us contacting or attempting to contact you at the number(s). Your obligation under this paragraph shall survive termination of the Agreement.

## ***Account Closure***

**Default:** You are in default under this Agreement if (1) bankruptcy or another insolvency proceeding is filed by or against you; (2) we reasonably believe you are unable or unwilling to repay us; (3) you die or are legally incompetent or incapacitated; (4) you fail to comply with the terms of this Agreement, including failing to make a required payment when due, exceeding your credit limit or using your Card or Account for an illegal transaction; (5) you give us misleading, false, incomplete or incorrect information or fail to give us any information we deem necessary; or (6) if you no longer permanently reside in the United States or its territories. If you are in default, we may declare the entire Account balance immediately due and payable without advance 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.

**Closing Your Account:** You may close your Account at any time. You will remain responsible for any amount you owe us under this Agreement. Any joint Cardholder may cancel a joint Account. However, both of you will remain responsible for paying all amounts owed. If your Account is subject to an Annual Fee, the fee will continue to be charged until you pay your outstanding balance in full.

We may cancel, suspend or not renew your Card, Account, or access to the credit line at any time and for any reason without notice. If your Account is closed by us, the Annual Fee will continue to be charged until you pay your outstanding balance in full.

However, when your Account is closed, if there is: (1) a debit balance of $1 or less, that balance will be rounded to zero and you will not be required to pay this amount; or (2) a credit balance of $1 or less, that balance will be rounded to zero and this amount will not be refunded to you. The rounding to zero may occur after your closing statement cycles, and you may not receive a statement reflecting the rounding.

## ***Arbitration Agreement***

**PLEASE READ CAREFULLY—IMPORTANT—AFFECTS YOUR LEGAL RIGHTS**

This agreement to arbitrate provides that you or we can require controversies or disputes between us to be resolved by BINDING ARBITRATION. You have the right to REJECT this agreement to arbitrate by using the procedure explained below.

If you do not reject this agreement to arbitrate, you GIVE UP YOUR RIGHT TO GO TO COURT and controversies or disputes between us will be resolved by a NEUTRAL ARBITRATOR INSTEAD OF A JUDGE OR JURY, using rules that are simpler and more limited than in a court. Arbitrator decisions are subject to VERY LIMITED REVIEW BY A COURT. Arbitration will proceed INDIVIDUALLY— CLASS ACTIONS AND SIMILAR PROCEDURES WILL NOT BE AVAILABLE TO YOU.

**Agreement to Arbitrate:** You and we agree that either you or we may, without the other's consent, require that controversies or disputes between you and us (all of which are called "Claims"), be submitted to mandatory, binding arbitration. This agreement to arbitrate is made pursuant to a transaction involving interstate commerce, and shall be governed by, and enforceable under, the Federal Arbitration Act (the "FAA"), 9 U.S.C. §1 et seq., and (to the extent State law is applicable), the laws of the State of Nevada.

For purposes of this agreement to arbitrate, "you" includes you, any co-applicant, any Authorized User (including Additional Cardholders), or anyone else connected with you or claiming through you; and "we" or "us" includes Credit One Bank, N.A., all of its parents, subsidiaries, affiliates, successors, predecessors, employees, and related persons or entities, and all third parties who are regarded as agents or representatives of us in connection with the subject matter of the claim or dispute at issue.

**Covered Claims:** Claims subject to arbitration include, but are not limited to, any controversies or disputes arising from or relating in any way to your Account; any transactions involving your Account; any disclosures made to you concerning your Account; any interest, charges, or fees assessed on your Account; any service(s) or programs related to your Account; and, if permitted by the rules of the arbitration forum, any collection of debt related to your Account. Claims also include controversies or disputes arising from or relating in any way to advertising, solicitations, or any application for, approval of, or establishment of your Account. Claims subject to arbitration include any controversies or disputes based on any theory of law, whether contract, tort, statute, regulation, common law, or equity, or whether they seek legal or equitable remedies. All Claims are subject to arbitration whether they arose in the past, may currently exist, or may arise in the future. Arbitration will apply even if your Account is closed, you pay us in full any outstanding debt you owe, or you file for bankruptcy. Also, controversies or disputes about the validity, enforceability, coverage, meaning, or scope of this agreement to arbitrate or any part thereof are subject to arbitration and are for the arbitrator to decide. Any questions about what Claims are subject to arbitration shall be resolved by interpreting this agreement to arbitrate in the broadest way the law will allow it to be enforced.

**Claims Not Covered:** Claims (whether brought initially or by counter or cross-claim) are not subject to arbitration if they are filed by you or us in a small claims court, so long as the case remains in such court and only individual claims for relief are advanced in the case.

**No Class Arbitration or Consolidation or Joinder of Parties:** Class actions and other similar procedures in which individuals seek to represent similarly situated individuals or seek relief on behalf of the general public, and consolidation or joinder of Claims (except for claimants on the same account), are NOT available under this agreement to arbitrate. Claims in arbitration will proceed on an INDIVIDUAL basis only:

> UNLESS YOU REJECT THIS AGREEMENT TO ARBITRATE, YOU AND WE WAIVE THE RIGHT TO ASSERT OR PARTICIPATE IN A CLASS ACTION OR ANY REPRESENTATIVE OR CONSOLIDATED PROCEEDING IN COURT OR IN ARBITRATION.

The arbitrator shall have no authority to entertain any Claim as a class action or private attorney general action or on any other similar representative basis, nor shall the arbitrator have any authority to consolidate or join Claims brought by separate claimants (except for claimants on the same account). This also means that the arbitrator 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.†

†**Notice to California Account Holders:** This agreement to arbitrate shall not be construed to prevent you from seeking in the arbitration the remedy of public injunctive relief if (a) you reside in California, (b) you resided in California at the time you entered into this agreement to arbitrate, or (iii) the billing address for your Account is a California address (hereafter, "California Account Holder").

**Initiation of Arbitration:** The arbitration shall be administered by the American Arbitration Association ("AAA") before a single arbitrator under the AAA's Consumer Arbitration Rules, or by a mutually agreeable administrator, before a single arbitrator, as modified by this arbitration provision. Information about the arbitration process for AAA can be obtained from the AAA at www.adr.org. The arbitrator shall be selected from the AAA (or mutually agreeable administrator) panel of neutrals then active on the roster maintained by the AAA (or mutually agreeable administrator) office located in the city of or nearest to your billing address and, unless otherwise mutually agreed, the arbitrator shall be a retired federal judge, a retired state appellate judge, a retired state trial judge, or a lawyer with at least 15 years of experience in that order of preference.

In the event that the AAA or mutually agreeable administrator is unable or unwilling 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).

**Arbitration Procedures and Applicable Law; Offer of Settlement:** Unlike a lawsuit in state or federal court, arbitration is conducted by a private organization that specializes in alternative dispute resolution. Disputes in arbitration are decided by a neutral arbitrator instead of a judge or jury. You may represent yourself in arbitration, or you may be represented by a lawyer.

Under this agreement to arbitrate, a single arbitrator designated by the arbitration administrator will decide the Claim under applicable law. The arbitrator is bound by the terms of this agreement to arbitrate. The AAA or mutually agreeable administrator will apply its code of procedures in effect at the time the arbitration claim is filed. If there is a conflict between that code of procedures and this arbitration provision and/or any sections of this Card Agreement, this arbitration provision and/or this Card Agreement will control. The arbitrator will honor all claims of privilege recognized by law. Subject to the prohibition on class, representative, and consolidation procedures set forth above, the arbitrator will have the power to award to a party any damages or other relief (including relief in equity) provided for under applicable law. That is, a party will be entitled to recover in arbitration any damages or other relief that it could recover if it prevailed in a court proceeding. An arbitrator's award shall consist of a written statement setting forth the

disposition of each Claim. At the request of any party, the arbitrator shall also set forth a written explanation of the essential findings and conclusions on which the award is based. An arbitration award shall decide the rights and obligations only of the parties named in the arbitration, and shall not have any bearing on another person or dispute.

If your Claim is for $10,000 or less, you may choose whether the arbitration will be conducted solely on the basis of documents, in a telephonic hearing, or in an in-person hearing.

Any in-person hearing will take place in the federal judicial district that includes your billing address at the time the Claim is filed, unless the parties agree to a different place.

**The Arbitrator's Decision:** The arbitrator's decision will be final and binding on the parties. A party can file a written appeal to the arbitration administrator within thirty (30) days after an award is issued. The appeal will proceed before a panel of three neutral arbitrators designated by the same arbitration administrator. The panel will decide anew all factual and legal issues, following the same rules of procedure, by majority vote any aspect of the original decision objected to. The costs of such an appeal will be borne in accordance with the below paragraph entitled "Fees and Costs". Any review by a court shall be governed by the Federal Arbitration Act. Any final arbitration award will be binding on the named parties and enforceable by any court having jurisdiction.

**Fees and Costs:** We will pay any costs that are required to be paid by us under the arbitration administrator's rules of procedure. If you file the arbitration, you will pay your share of the initial filing fee, unless you seek and qualify for a fee waiver under the applicable rules of the arbitration administrator. The party filing an appeal shall be responsible for all filing fees and costs of the appeal unless prohibited by administrator's rules of procedure. All parties are responsible for their own attorney's fees, expert fees and any other expenses, unless the arbitrator awards such fees or expenses to you or us if allowed by applicable law.

**Other Parties Subject to this Agreement to Arbitrate:** In addition to you and us, the rights and duties described in this agreement to arbitrate apply to: any third party co-defendant of a claim subject to this arbitration provision; all joint account holders, Additional Cardholders, and Authorized Users of your Account(s).

**How to REJECT this Agreement to Arbitrate:** You can reject this agreement to arbitrate but only if we receive from you a written notice of rejection within 45 days after it was first provided to you. To reject this agreement to arbitrate you must send the notice of rejection to: Credit One Bank, Attention: Arbitration Opt Out, P. O. Box 98873, Las Vegas, NV 89193-8873. Rejection notices sent to any other address will not be accepted or effective. If you decide to reject this agreement to arbitrate in writing, your notice must state that you reject this agreement to arbitrate and include your name, address, account number, and personal signature. Rejection of arbitration will not affect your other rights or responsibilities under this Card Agreement.

**Survival, Severability, and Amendment of Terms:**
*Survival.* This agreement to arbitrate shall survive changes in the Agreement and termination of the Account or the relationship between you and us, including the bankruptcy of any party and any transfer or sale of your Account, or amounts owed on your Account, to another person or entity.
*Severability.* If any part or parts of your agreement to arbitrate are declared unenforceable, then such specific part or parts shall be of no force or effect and shall be severed, but the remainder of this agreement to arbitrate shall continue in full force and effect. If, however, the entire agreement to arbitrate or your waiver of the right to bring or participate in a class or representative action or in consolidation procedures is unenforceable, then the agreement to arbitrate shall be of no force or effect. Notwithstanding the preceding sentence, with respect to California Account Holders, if arbitration is unenforceable, in whole or in part, you and we agree to resolve any Claim by a judicial reference proceeding as described above.
*Amendment in Writing Only.* This agreement to arbitrate may not be amended, severed, or waived, except as expressly provided in the Agreement or in a written agreement between you and us.

## *Other Information*

**Transactions in Foreign Currencies:** If you make a transaction at a merchant that settles in a currency other than U.S. dollars, American Express will convert that charge into a U.S. Dollar amount. That conversion will be done at a rate selected by American Express from the range of rates available in wholesale currency markets for the applicable central processing date, which rate may vary from the rate American Express itself receives, or the government-mandated rate in effect for the applicable central processing date. The currency conversion rate used on the processing date may differ from the rate that would have been used on the purchase date or on the date the transaction is posted to your Account. You agree to pay the converted amount, including any charges for the conversion that may be imposed as described above.

**Changes to Your Agreement:** The rates, fees and terms of this Agreement may change and we may add or delete any term to this Agreement, consistent with applicable law. We will give you advance written notice of these changes and a right to reject the change, if required by law.

**Unauthorized Use:** Notify us immediately if your Card is lost or stolen or you suspect that someone is using your Card or Account without your permission.

**Assignment:** We may assign any or all of our rights and obligations under this Agreement. You may not assign any of your rights or obligations under this Agreement.
**No Waiver:** We will not lose our rights under this Agreement because we delay or do not enforce them.

**Governing Law:** This Agreement is governed by and interpreted in accordance with the laws applicable to national banks, and, where no such laws apply, by the laws of the State of Nevada, excluding the conflicts of law provisions thereof, regardless of your state of residence.

**Conformance with Law; Severability:** If any part of this Agreement conflicts with applicable law, that provision will be considered modified to conform to applicable law. If any part of this Agreement is invalid, the rest shall remain in effect, except as otherwise noted in the Arbitration Provision.

## ***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 the Billing Inquiries address on the statement.

In your letter, give us the following information:

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

You must contact us:

- Within 60 days after the error appeared on your statement.
- At least 3 business days before an automated payment is scheduled, if you want to stop payment on the amount you think is wrong.

You must notify us of any potential errors in writing. You may call us, but if you do we are not required to investigate any potential errors and you may have to pay the amount in question.

**What Will Happen After We Receive Your Letter**
When we receive your letter, we must do two things:

1. Within 30 days of receiving your letter, we must tell you that we received your letter. We will also tell you if we have already corrected the error.
2. Within 90 days of receiving your letter, we must either correct the error or explain to you why we believe the bill is correct.

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

- We cannot try to collect the amount in question, or report you as delinquent on that amount.
- The charge in question may remain on your statement, and we may continue to charge you interest on that amount.
- While you do not have to pay the amount in question, you are responsible for the remainder of your balance.
- We can apply any unpaid amount against your credit limit.

**After we finish our investigation, one of two things will happen:**
*If we made a mistake:* You will not have to pay the amount in question or any interest or other fees related to that amount.

*If we do not believe there was a mistake:* You will have to pay the amount in question, along with applicable interest and fees. We will send you a statement of the amount you owe and the date payment is due. We may then report you as delinquent if you do not pay the amount we think you owe.

If you receive our explanation but still believe your bill is wrong, you must write to us within 10 days telling us that you still refuse to pay. If you do so, we cannot report you as delinquent without also reporting that you are questioning your bill. We must tell you the name of anyone to whom we reported you as delinquent, and we must let those organizations know when the matter has been settled between us.

If we do not follow all of the rules above, you do not have to pay the first $50.00 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 $50.00. (Note: Neither of these are necessary if your purchase was based on an advertisement we mailed to you, or if we own or operate the company that sold you the goods or services.)
2. You must have used your credit card for the purchase. Purchases made with cash advances from an ATM or with a check that accesses your credit card account do not qualify.
3. You must not yet have fully paid for the purchase.

If all of the criteria above are met and you are still dissatisfied with the purchase, contact us in writing at the Billing Inquiries address shown on your statement.

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

## ***Rewards Program Supplement***

This document ("Supplement") describes the terms and conditions of the Credit One Bank Cash Back Rewards Program ("Program") and supplements the Card Agreement that governs your credit card account issued by Credit One Bank, N.A. (the "Account"). By using the Account, you agree to participate in the Program. Your participation is subject to the terms of the Card Agreement, including the arbitration agreement, if applicable, and this Supplement. In the event of a conflict between the Card Agreement and this Supplement, with respect to matters relating to the Program, this Supplement controls.

**Earning Cash Back Rewards:** You earn 1% cash back rewards for purchases using your Account minus returns, refunds, disputed charges and fraudulent transactions ("Net Purchases").

You do not earn cash back rewards on Cash Advances, Balance Transfers, Peer to Peer cash-like transactions (such as Venmo, Cash App, Zelle, and other similar merchants and services), interest, fees, and other charges. If your Account is in default, as defined in your Card Agreement, at the time the cash back rewards are to be posted to your Account, you WILL NOT receive the applicable credit. Cash back rewards have no cash value; however, when redeemed in accordance with the Program have a redemption value. See "**Redeeming Cash Back Rewards**" below. Cash back rewards may not be transferred to any other person including through such events as inheritance, bankruptcy, or divorce.

Earning and accruing cash back rewards is not limited as long as your Account is in good standing, and you may have a negative cash back rewards balance (because of returns and other post transaction actions). If your Account has a negative cash back rewards balance, any newly earned cash back rewards will be used to offset that negative balance until that balance has been brought to zero. As long as your Account is in good standing, your cash back rewards do not expire. Cash back rewards are forfeited 90 days after your Account is closed by you or us. If we find evidence of misuse, fraud or the Account is in default, as defined in your Card Agreement, no redemptions of your cash back rewards, automatic or manual, will be permitted; provided that if your Account is closed because of nonpayment, you will have 90 days to redeem any cash back rewards from the date the notice is sent to you. See "**Redeeming Cash Back Rewards**." Cash back rewards from separate accounts cannot be combined. Authorized Users earn cash back rewards on the Account, but only the primary Cardholder may redeem cash back rewards.

**Redeeming Cash Back Rewards:** Cash back rewards may be redeemed automatically ("Automatic Redemption") only for statement credits; or redeemed manually ("Manual Redemption"), for statement credits, gift cards, or other goods or services. You can switch between Automatic and Manual Redemption, but in order to do so, you must have an online Account that you can access via CreditOneBank.com or the Credit One Bank Mobile App. All cash back rewards redemptions are subject to terms and conditions set forth in this Supplement and at https://www.creditonebank.com/RewardsRedemptionTerms.

- Manual Redemption: Upon Account opening, your Account will be set to Manual Redemption. Cash back rewards will post to your Account within thirty-seven days after a Net Purchase posts to your Account. The amount of cash back rewards you need to redeem for consumer goods and services will be determined at redemption and may change without notice. The most up-to-date amount of cash back rewards you have available to redeem (which reflects any adjustments, transfers, or redemptions) is available online or by calling the customer service number and may differ from the available cash back rewards shown on your last monthly billing statement.
- Automatic Redemption: Cash back rewards may be redeemed automatically as statement credits. To do so, you must change your redemption setting from Manual Redemption to Automatic Redemption. If you switch from Manual to Automatic Redemption, any cash back reward balance accrued while your Account has a Manual Redemption setting will be applied to your Account as a statement credit in any month your redemption setting is set to Automatic Redemption as of 3:00 p.m. Central Time on the first day of the month. We will post a statement credit to your Account within thirty-seven days after the end of the month based on the Net Purchases posted to your Account from the first day to the last day of the current month. You will receive an automatic rewards credit on each statement that has at least one Net Purchase.

**Feedback:** If you send or transmit any communications, comments, questions, suggestions, or related materials, whether by letter, e-mail, telephone, or otherwise ("Feedback"), suggesting or recommending changes to the Program or how cash back rewards are fulfilled, including, without limitation, new features or functionality, you grant us and any of our vendors a perpetual right to use the Feedback for our own and their own, respective internal business purposes. Further, we, our service providers, vendors, and any subcontractors disclaim any liability to you for any such use of Feedback for our or their own, respective internal business purpose.

**Consumer Goods/Services Disclaimer: BY PARTICIPATING IN THE PROGRAM, YOU ACKNOWLEDGE AND AGREE THAT CREDIT ONE BANK AND ITS VENDORS ARE ONLY PROVIDING THE PROGRAM TO EARN AND REDEEM CASH BACK REWARDS AND NOT PROVIDING CONSUMER GOODS OR SERVICES. CREDIT ONE BANK AND ITS VENDORS ARE NOT INVOLVED IN WARRANTING ANY CONSUMER GOODS OR SERVICES WHICH YOU MAY ACQUIRE UTILIZING THE PROGRAM AND REDEMPTION SERVICES. CREDIT ONE BANK AND ITS VENDORS DO NOT MAKE, AND AFFIRMATIVELY DISCLAIM, ANY AND ALL WARRANTIES, EXPRESS OR IMPLIED, WITH RESPECT TO SUCH CONSUMER GOODS OR SERVICES, INCLUDING WITHOUT LIMITATION, ANY WARRANTY OF MERCHANTABILITY, SUITABILITY FOR A PARTICULAR PURPOSE, OR AGAINST INFRINGEMENT. WARRANTIES FOR CONSUMER GOODS AND SERVICES ARE LIMITED TO THE APPLICABLE THIRD-PARTY SUPPLIER'S WARRANTIES AND RETURN POLICIES. BY PARTICIPATING IN THE PROGRAM, YOU ACKNOWLEDGE AND AGREE TO LOOK SOLELY TO THE APPLICABLE MERCHANT PROVIDING THE CONSUMER GOODS AND/OR SERVICES REDEEMED OR PURCHASED BY YOU UTILIZING THE PROGRAM FOR ANY WARRANTY, REMEDY, OBLIGATION AND/OR LIABILITY WITH RESPECT TO SUCH CONSUMER PRODUCTS AND/ OR SERVICES. BY PARTICIPATING IN THE PROGRAM, YOU RELEASE CREDIT ONE BANK AND ITS VENDORS FROM ANY AND ALL LIABILITY WITH RESPECT TO SUCH CONSUMER GOODS AND SERVICES.**

**Information Disclaimer: IN THE COURSE OF PROVIDING THE PROGRAM AND REDEMPTION SERVICE FOR CONSUMER GOODS AND/OR SERVICES, CREDIT ONE BANK AND/ OR ITS VENDORS MAY INTEGRATE WITH THIRD-PARTY SUPPLIERS SELECTED OR CHANGED BY CREDIT ONE BANK AND/OR ITS VENDORS, IN THEIR SOLE DISCRETION, FOR THE FULFILLMENT OF SUCH CONSUMER GOODS AND/OR SERVICES REDEEMED OR PURCHASED UTILIZING THE PROGRAM. IN ORDER TO FACILITATE FULFILLMENT OF THE CONSUMER GOODS AND SERVICES WITH THE THIRD-PARTY SUPPLIERS, CREDIT ONE BANK AND/OR ITS VENDORS MAY SEND YOUR REQUIRED PERSONAL AND OTHER INFORMATION (WHICH CAN INCLUDE, BUT IS NOT LIMITED TO FIRST NAME, LAST NAME, SHIPPING ADDRESS, PHONE NUMBER AND EMAIL ADDRESS) TO THIRD-PARTY SUPPLIERS TO FACILITATE THE PURCHASE OR REDEMPTION. BY PARTICIPATING IN THE PROGRAM AND REDEEMING CASH BACK REWARDS FOR CONSUMER GOODS OR SERVICES, YOU THEREFORE AGREE THAT CREDIT ONE BANK AND ITS VENDORS WILL NOT BE HELD RESPONSIBLE AND YOU HEREBY RELEASE CREDIT ONE BANK AND ITS VENDORS FROM ANY LIABILITY FOR YOUR INFORMATION AFTER IT IS INPUT INTO THE REDEMPTION FULFILLMENT SERVICES, FOR THE EXCLUSIVE BENEFIT OF, AND USE BY, THE THIRD-PARTY SUPPLIER, BY YOU AND CORRECTLY TRANSMITTED TO THE THIRD-PARTY SUPPLIER FOR ORDER FULFILLMENT. AFTER YOUR INFORMATION IS PLACED INTO THE REDEMPTION FULFILLMENT SERVICE, YOUR INFORMATION SHALL BE SUBJECT TO THE PRIVACY POLICY AND TERMS OF SUCH THIRD-PARTY SUPPLIER.**

**Program Restrictions:** Cash back rewards posted as a statement credit will reduce the balance on your Account but will not count as payments. You will still be required to pay at least the Minimum Payment Due as shown on your billing statement each month. You WILL NOT earn cash back rewards for Purchases made while your Account is in default as defined within your Card Agreement. This Program excludes Accounts already enrolled in a different Credit One Bank cash back or other rewards program.

**Changes:** The Program may be changed (added to, modified, or deleted) by us at any time. We will give you prior notice to the extent required by law. Any revision may affect your ability to earn or redeem cash back rewards.

**Termination:** We may suspend or terminate the Program or your participation in the Program at any time and will give you prior notice to the extent required by law. If we suspend or terminate the Program or your participation in the Program, you will have 90 days to redeem any cash back rewards from the date the notice is sent to you. See "**Redeeming Cash Back Rewards**."

**Limited Liability:** Unless otherwise required by law, this Program, or our Card Agreement with you, we will not be liable to you or anyone making a claim on your behalf, in connection with: (1) any change or termination of the Program; (2) any loss, damage, expense or inconvenience caused by any occurrence outside of our control; (3) any taxes that you incur as a result of receiving cash back rewards, payment of which taxes will be your responsibility; (4) any merchandise or services you purchase, or for any direct, indirect or consequential damages with respect to the use of your Account. In any event, any liability that Credit One Bank may have to you in connection with the Program shall be limited to the amount of any cash back rewards you have earned in this Program. The Program and cash back rewards are void or limited where prohibited or restricted, respectively, by federal, state, or local law.

American Express is a federally registered service mark of American Express. This credit card program is issued and administered by Credit One Bank, N.A., pursuant to a license from American Express.

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# *CARD AGREEMENT*

## ***Pricing Summary***

| Interest Rates and Interest Charges | |
|---|---|
| **ANNUAL PERCENTAGE RATE (APR) for Purchases** | **29.74%**<br>This APR will vary with the market based on the Prime Rate. |
| **ANNUAL PERCENTAGE RATE (APR) for Balance Transfers** | **29.74%**<br>This APR will vary with the market based on the Prime Rate. |
| **ANNUAL PERCENTAGE RATE (APR) for Cash Advances** | **31.74%**<br>This APR will vary with the market based on the Prime Rate. |
| **Paying Interest** | Your due date is at least 24 days after the close of each billing cycle. We will not charge you any interest on Purchases if you pay your entire balance by the due date each month. We will begin charging interest on Cash Advances and Balance Transfers from the posting date. |
| **Minimum Interest Charge** | If you are charged interest, the charge will be no less than $1.00. |
| **For Credit Card Tips from the Consumer Financial Protection Bureau** | **To learn more about factors to consider when applying for or using a credit card, visit the website of the Consumer Financial Protection Bureau at http://www.consumerfinance.gov/learnmore.** |
| **Fees** | |
| **Annual Fee** | **$49** for the first year. After that **$99** annually (billed at $8.25 per month). |
| **Transaction Fees**<br>• Balance Transfer<br>• Cash Advance<br>• Foreign Transaction | <br>Either **$5** or **8%** of the amount of each Balance Transfer, whichever is greater.<br>Either **$5** or **8%** of the amount of each Cash Advance, whichever is greater.<br>Either **$1** or **3%** of the amount of each purchase in U.S. dollars, whichever is greater. |
| **Penalty Fees**<br>• Late Payment<br>• Returned Payment | <br>Up to **$39***<br>Up to **$39**** |

**How We Will Calculate Your Balance:** We use a method called "average daily balance (including new Purchases)." See your Card Agreement for more details.

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

***Late Payment Fee:** We will charge the maximum safe harbor amount, which is set annually in accordance with 12 C.F.R. 1026.52(b)(1)(ii)(D). Currently the fee is $29, unless you incurred a Late Payment Fee during the prior six billing cycles. If you did, the fee is currently $39. This fee will not exceed the related Minimum Payment that was due. We charge a Late Payment Fee to your Account if at least the Amount Due This Period (less any

Late Payment Fee for the current billing cycle) plus any Past Due Amount is not received by 5:00 p.m. PT on the Payment Due Date shown on your statement.

****Returned Payment Fee:** We will charge the maximum safe harbor amount, which is set annually in accordance with 12 C.F.R. 1026.52(b)(1)(ii)(D). If a payment is not honored upon first presentment, even if the payment is later honored, a Returned Payment Fee will be charged to your Account. Currently, the fee is $29, unless you incurred a Returned Payment Fee in the prior six billing cycles. If you did, the fee is currently $39. This fee will not exceed the related Minimum Payment that was due.

**Additional Rate Information:** The Purchase and Balance Transfer APR equals the Prime Rate plus a margin of 22.99%. This corresponds to a monthly periodic rate of 2.47833%. The Cash Advance APR equals the Prime Rate plus a margin of 24.99%. This corresponds to a monthly periodic rate of 2.64500%.

**Minimum Payments:** 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 the sum of:

- 5% of your outstanding balance, rounded up to the next whole dollar, or $30, whichever is greater;
- any Late Payment Fee for the current billing cycle;
- and any Past Due Amount (excluding any past due Late Payment Fees).

## ***The Agreement***

This Agreement, together with the Pricing Summary, is your contract with us.

**Accepting this Agreement:** You accept this Agreement when you use the Account. You may still reject this Agreement if you have not yet used the Card, used the Account, or paid a fee after receiving a billing statement. To reject the Agreement, call us at 866-515-5721 or write us at Bank Card Center, P.O. Box 95516, Las Vegas, NV 89193-5516. If you reject the Agreement, you are not responsible for any fees or charges.

**Arbitration:** This Agreement includes an Arbitration Provision with class action and jury trial waivers. You can reject the Arbitration Provision. See "How to REJECT this agreement to arbitrate" in the Arbitration section. If you do not, it will be part of this Agreement.

**Promise to Pay:** You agree to pay us for all amounts due on your Account, including credit for Purchases, Balance Transfers, and Cash Advances, as well as interest charges and fees. This includes charges made by Additional Cardholders and other Authorized Users.

## ***Definitions***

**Account** means the Credit One Bank card account under this Agreement.

**Authorized User** means any person you allow to use your Account or Card, including Additional Cardholders. If the Authorized User has been issued a Card and you want to terminate the Authorized User, you must notify us by telephone or in writing.

**Balance Transfer** means a transaction we designate that allows you to use your Account to pay another creditor or yourself. Balance Transfers cannot be used to pay us or our affiliates. A Balance Transfer will be subject to the terms of the Balance Transfer offer and this Agreement.

**Card** refers to one or more cards or access devices, including your Account number, that we give you or someone else with your authorization to get credit under this Agreement.

**Cardholder** refers to each person with a card issued in their name.

**Cash Advance** means the use of your Account to obtain funds at a financial institution or the use of a Convenience Check.

**Convenience Check** means a check we issue to you to take a Cash Advance. You may not use these checks to pay us or our affiliates.

**Purchase** means the use of the Account to obtain goods or services.

**Prime Rate** means the highest U.S. Prime Rate in the Money Rates section of The Wall Street Journal on the 25th day of the month, or the next day if that day is not a publication day. If The Wall Street Journal does not publish the U.S. Prime Rate, we may substitute another index.

**we**, **us**, **our**, and **Credit One Bank** refer to Credit One Bank, N.A., the issuer of your Card.

**you**, and **your** refer to each person who has applied for the Account and where appropriate, the Authorized User.

## *Features and Use of Your Account*

**Using Your Card:** You may make Purchases wherever the Card is accepted. You may use the Account to obtain Cash Advances, but you may not make more than two Cash Advance transactions per day which may not exceed the lower of your available credit for cash or $200. You may use the Account only for personal, family, or household purposes, and if your Account is used for any other purpose you are still responsible for such use. You may not use the Account for business or commercial purposes. The Account may not be used for online or internet gambling or illegal purposes.

**Your Credit Limit:** We will tell you your credit limit. Keep your Account balance below your credit limit. If you do not, you must still pay us. We may designate part of your credit limit as a Cash Advance limit and part as a Balance Transfer limit. We may change your credit limit(s) at any time, without notice. You may use a portion of your credit limit for Cash Advances and Balance Transfers. Each Purchase, Cash Advance, and Balance Transfer obtained will reduce the amount of available credit under your credit limit until it is repaid. We may delay increasing your available credit by the amount of any payment that we receive for up to 12 calendar days.

**Credit Limit Increase:** To request a credit limit increase contact the Customer Service number on your statement. We may impose a fee for processing the request.

**Credit Authorizations:** We may decline to authorize a transaction for any reason. We will not be liable to you if we decline a transaction or if anyone refuses any use of your Card.

**Automatic Billing:** You may set up automatic billing with a merchant. You authorize us to provide an updated Account number or Card expiration date to any merchant at our discretion. Contact the merchant to stop automatic billing.

**Joint Accounts:** If this is a joint account, each of you is responsible individually and together for all amounts owed. Each of you is responsible even if the Account is used by only one of you. You will continue to be liable for the entire balance of the Account, even if your co-applicant is ordered by a court to pay us. You will remain liable to us if your co-applicant fails to pay as ordered by the court. Your Account status will continue to be reported to the credit reporting agencies under each of your names. The delivery of notices or billing statements to either of you serves as delivery to each of you. We may rely on instructions given by either of you. We are not liable to either of you for relying upon such instructions.

**Electronic Access:** Applications (apps) on electronic devices (such as mobile wallets) can store your Card and can be used to get credit under this Agreement. Such transactions are covered by this Agreement. Apps may have separate terms of use. We are not responsible if you violate those terms or for any consequences from violating those terms.

**Additional Cardholder:** At your request, we may, at our discretion, issue, in the name of another person, an additional Card on your Account. That person is an Additional Cardholder, as well as an Authorized User. An Additional Cardholder has access to certain Account information including balance, available credit and payment information. If you advise us that the Additional Cardholder is your spouse, information regarding the Account will be provided to consumer reporting agencies in your name as well as in the name of the Additional Cardholder. By requesting that we add an Additional Cardholder to your Account, you represent that you (1) have the consent of the Additional Cardholder to be added to the Account, (2) have provided a copy of this Agreement to the Additional Cardholder, and (3) if the Additional Cardholder is your spouse, you have told the Additional Cardholder that Credit One Bank will furnish credit information about them to the credit reporting agencies in connection with the Account. The Additional Cardholder may report the Card lost or stolen and may remove him or herself from the Account.

## *Interest Rates and Interest Changes*

**Annual Percentage Rates (APRs):** See the Pricing Summary for your APRs. The APR for Balance Transfers will be the same as the APR for standard Purchases, unless a promotional rate applies.

**Variable Rates:** Your Pricing Summary indicates whether you have any variable APRs. Variable APRs are determined by adding to the Prime Rate the number of percentage points ("margin") specified in the Pricing Summary. Variable APRs will increase or decrease when the Prime Rate changes. The APR change will take effect beginning with billing cycles that end on or after the first day of the month after the month in which the Prime Rate changes. An increase in the APR will increase your interest charges and may increase your Minimum Payment Due.

**Average Daily Balance Method (including new transactions):** We calculate interest each billing cycle by first figuring the "average daily balance" for each type of balance. Standard Purchases, standard Cash Advances, standard Balance Transfers, and each promotional offer, are all types of balances.

For each type of balance, for each billing cycle, we start with the balance on the last day of your previous billing cycle. We subtract any unpaid interest. This is the beginning balance each day. Each day of the billing cycle we subtract any new payments and credits applied to that type of balance. We

add any new transactions and fees for that type of balance. We add Purchases, Cash Advances, and Balance Transfers on the post date. We add transaction fees on promotional rate and non-promotional rate Balance Transfers to the same type of balance as the transaction. We add all other fees to the standard Purchase balance. This gives us the daily balance for that type of balance, except that if the daily balance is negative, we treat it as zero. We then add up all of the daily balances and divide by the number of days in the billing cycle. This gives us the "average daily balance" for that type of balance. We multiply the average daily balance by the applicable monthly periodic rate (the APR divided by 12). This gives us the interest charged for that type of balance for that billing cycle. This interest is included in the Account balance on the last day of the billing cycle. The results for all types of balances are then added together to determine the total interest charged that billing cycle.

**When Interest Begins:** We begin to impose interest on a transaction or fee from the day we add it to the daily balance. We continue to impose interest 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 billing statement by the Payment Due Date shown on that billing statement, we will not impose interest on new Purchases paid by the Payment Due Date on your current billing statement. The Payment Due Date will be at least 24 days after the close of the billing cycle. If you have been paying your Account balance in full and thereby avoiding interest on Purchases, but then do not pay the next New Statement Balance in full by the Payment Due Date, in that billing cycle we will start charging interest on the unpaid portion of your balance.

## ***Fees***

See the Pricing Summary for additional Fee information.

**Annual Fee:** If your Account is subject to an Annual Fee, the amount and when it is billed is shown on the Pricing Summary. The Annual Fee is billed to the Account until the Account is closed and the outstanding balance is paid in full. The Annual Fee is refundable as long as you cancel your Account and have not used your card for any Purchases, Cash Advances, or Balance Transfers and you have not made a payment.

**Credit Limit Increase Fee:** If a fee is imposed for processing a Credit Limit increase request, we will tell you the amount of the fee at the time of your request and before you agree to it.

**Foreign Transaction Fee:** We add this fee, unless "None" is stated in the Pricing Summary table, for each purchase made outside the U.S. (A purchase is made outside the U.S. unless it is made with a U.S. merchant, processed completely in the U.S., and in U.S. dollars.) The fee is a percentage of the U.S. dollar amount of the purchase.

**Optional Express Payment Service Fee:** If a representative of ours helps expedite your payment, we may impose an Express Payment fee. You will be informed of the amount of the fee before you complete the transaction.

**Duplicate Statement Fee:** If you request a duplicate copy of a monthly statement, for any purpose other than to assert a billing error, you will be charged a fee of up to $10 for each statement copy requested.

**Sales Slip Request Fee:** If you request a copy of a sales slip, for any purpose other than to resolve a dispute about the charges on your Account, you will be charged a fee of $6 for each sales slip copy requested.

**Replacement Card Fee:** If you request a replacement card, a Replacement Card Fee of up to $25 may be charged to your Account.

## ***Payments***

**Minimum Payment Due:** See the Pricing Summary for the minimum payment requirements.

**Small Balances:** As it is uneconomical for both you and us to process payments or maintain credits that are $1 or less in amount, you agree as follows: (1) In any billing cycle in which you have had no transactions and your New Balance on the billing date is $1 or less, the balance will be rounded to zero and you will not receive a bill for this amount. (2) In the event that you have a credit balance of $1 or less for two consecutive billing cycles, the balance will be rounded to zero and you will not receive a refund of this amount.

**Payment Instructions:** You must pay us in U.S. dollars, in funds on deposit in the U.S. 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.

**Irregular Payments:** Any payment submitted in offer of settlement of a disputed debt, including any item containing a notation such as "paid in full," and any other item with a restrictive endorsement, must be sent to: Credit One Bank, P.O. Box 95516, Las Vegas, NV 89193-5516. We can accept

late payments, partial payments, and checks or other items with restrictive endorsements at any other address without losing any of our rights under this Agreement.

**Postdated Checks:** You agree that we need not examine any payment check to confirm that it is not postdated and that we may deposit any postdated check on the day we receive it.

**Payment Allocation:** We apply payments up to the Minimum Payment Due and credits at our discretion, which may result in balances at lower APRs being paid first and higher interest charges. Payments over the Minimum Payment Due will be applied to balances with higher APRs first.

## ***Collecting, Sharing, and Updating Information***

**Customer Privacy:** We send you our Privacy Policy when you open your Account and thereafter in accordance with applicable law. 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. You accept the terms of our Privacy Policy when you use the Account. Contact us or visit CreditOne.com if you would like a copy.

**Information About You:** You authorize us to obtain and/or use information about you from third parties and credit reporting agencies to: (1) verify your identity and/or conduct investigative inquiries; (2) determine your income and credit eligibility; (3) review your Account and provide renewal of credit; (4) verify your current credit standing in order to present future credit limit increases or decreases; (5) qualify you for and present additional lines of credit or other offers; and (6) collect amounts owing on your Account. Upon request, we will tell you the name and address of any credit reporting agency that provided us with information concerning you.

**Furnishing Information:** We may furnish information concerning your Account or credit file to consumer reporting agencies and others who may properly receive that information. If you believe that information we furnished is inaccurate or incomplete, please write us at Credit One Bank, P. O. Box 98873, Las Vegas, NV 89193-8873. Please include your name, address, home phone number and Account number.

**Telephone Calls, Text Messages and Emails Regarding Your Account:** You are providing express written permission and consent authorizing Credit One Bank and our agents, servicers, contractors, subsidiaries, affiliates, officers, and other partners and employees to contact you at any phone number (including mobile, cellular/wireless, or similar devices) or email address you provide at any time, for any lawful purpose. The ways in which we may contact you include live operator, dialing system, automatic telephone dialing systems (auto-dialer), prerecorded and artificial voice message, text/SMS message or email. Phone numbers and email addresses you provide include those you give to us, those from which you, or someone acting on your behalf, contact us or which we obtain through other means. If you provide a phone number for which you are not the owner, you confirm you are authorized to provide that number. Such lawful purposes include, but are not limited to: obtaining information; activation of the card for verification and identification purposes; account transactions or servicing related matters; suspected fraud or identity theft; collection on the Account; and providing information about special products and services. You agree to pay any fee(s) or charge(s) that you may incur for incoming communications from us or outgoing communications to us, to or from any such number or email address, without reimbursement from us.

**Communication Revocation:** You may revoke your authorization for most communications. However, you cannot revoke authorization for fraud related communications or legally required communications. To change your communication preferences or to revoke consent you must write us. Please:

- include your name, mailing address, and the last four digits of your Account number;
- specify whether you are changing your preferences regarding mail, telephone calls, emails, and/or text or SMS messages;
- provide the specific phone number(s) and/or email address for which you are requesting communications to cease;
- send this written notice to: Credit One Bank, P.O. Box 98873, Las Vegas, NV 89193-8873.

Certain communication preferences can be changed on-line. Please log in to your Account to see if that option is available.

**Telephone Monitoring:** You agree that we (and our servicers, agents and contractors) may monitor and record any calls between you and us.

**Updating Your Phone Number:** Notify us immediately if you change mobile or cell phone numbers or plan to give your phone to someone else. It is your responsibility to provide us with a true, accurate and complete mobile number and to maintain and update promptly any changes in this information. You can update your mobile number by calling us at the phone number on the back of your Card.

**Indemnification:** If you provide telephone number(s) for which you are not the subscriber, or fail to notify us when you cease to be the subscriber for a telephone number you previously gave us, you agree to indemnify us, our subsidiaries, affiliates, officers, agents, servicers, contractors, and other partners and employees for any costs and expenses, including reasonable attorneys' fees, incurred as a result of us contacting or attempting to contact you at the number(s). Your obligation under this paragraph shall survive termination of the Agreement.

## *Account Closure*

**Default:** You are in default under this Agreement if (1) bankruptcy or another insolvency proceeding is filed by or against you; (2) we reasonably believe you are unable or unwilling to repay us; (3) you die or are legally incompetent or incapacitated; (4) you fail to comply with the terms of this Agreement, including failing to make a required payment when due, exceeding your credit limit or using your Card or Account for an illegal transaction; (5) you give us misleading, false, incomplete or incorrect information or fail to give us any information we deem necessary; or (6) if you no longer permanently reside in the United States or its territories. If you are in default, we may declare the entire Account balance immediately due and payable without advance 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.

**Closing Your Account:** You may close your Account at any time. You will remain responsible for any amount you owe us under this Agreement. Any joint Cardholder may cancel a joint Account. However, both of you will remain responsible for paying all amounts owed. If your Account is subject to an Annual Fee, the fee will continue to be charged until you pay your outstanding balance in full.

We may cancel, suspend or not renew your Card, Account, or access to the credit line at any time and for any reason without notice. If your Account is closed by us, the Annual Fee will continue to be charged until you pay your outstanding balance in full.

However, when your Account is closed, if there is: (1) a debit balance of $1 or less, that balance will be rounded to zero and you will not be required to pay this amount; or (2) a credit balance of $1 or less, that balance will be rounded to zero and this amount will not be refunded to you. The rounding to zero may occur after your closing statement cycles, and you may not receive a statement reflecting the rounding.

## *Arbitration Agreement*

**PLEASE READ CAREFULLY—IMPORTANT—AFFECTS YOUR LEGAL RIGHTS**

This agreement to arbitrate provides that you or we can require controversies or disputes between us to be resolved by BINDING ARBITRATION. You have the right to REJECT this agreement to arbitrate by using the procedure explained below.

If you do not reject this agreement to arbitrate, you GIVE UP YOUR RIGHT TO GO TO COURT and controversies or disputes between us will be resolved by a NEUTRAL ARBITRATOR INSTEAD OF A JUDGE OR JURY, using rules that are simpler and more limited than in a court. Arbitrator decisions are subject to VERY LIMITED REVIEW BY A COURT. Arbitration will proceed INDIVIDUALLY— CLASS ACTIONS AND SIMILAR PROCEDURES WILL NOT BE AVAILABLE TO YOU.

**Agreement to Arbitrate:** You and we agree that either you or we may, without the other's consent, require that controversies or disputes between you and us (all of which are called "Claims"), be submitted to mandatory, binding arbitration. This agreement to arbitrate is made pursuant to a transaction involving interstate commerce, and shall be governed by, and enforceable under, the Federal Arbitration Act (the "FAA"), 9 U.S.C. §1 et seq., and (to the extent State law is applicable), the laws of the State of Nevada.

For purposes of this agreement to arbitrate, "you" includes you, any co-applicant, any Authorized User (including Additional Cardholders), or anyone else connected with you or claiming through you; and "we" or "us" includes Credit One Bank, N.A., all of its parents, subsidiaries, affiliates, successors, predecessors, employees, and related persons or entities, and all third parties who are regarded as agents or representatives of us in connection with the subject matter of the claim or dispute at issue.

**Covered Claims:** Claims subject to arbitration include, but are not limited to, any controversies or disputes arising from or relating in any way to your Account; any transactions involving your Account; any disclosures made to you concerning your Account; any interest, charges, or fees assessed on your Account; any service(s) or programs related to your Account; and, if permitted by the rules of the arbitration forum, any collection of debt related to your Account. Claims also include controversies or disputes arising from or relating in any way to advertising, solicitations, or any application for, approval of, or establishment of your Account. Claims subject to arbitration include any controversies or disputes based on any theory of law, whether contract, tort, statute, regulation, common law, or equity, or whether they seek legal or equitable remedies. All Claims are subject to arbitration whether they arose in the past, may currently exist, or may arise in the future. Arbitration will apply even if your Account is closed, you pay us in full any outstanding debt you owe, or you file for bankruptcy. Also, controversies or disputes about the validity, enforceability, coverage, meaning, or scope of this agreement to arbitrate or any part thereof are subject to arbitration and are for the arbitrator to decide. Any questions about what Claims are subject to arbitration shall be resolved by interpreting this agreement to arbitrate in the broadest way the law will allow it to be enforced.

**Claims Not Covered:** Claims (whether brought initially or by counter or cross-claim) are not subject to arbitration if they are filed by you or us in a small claims court, so long as the case remains in such court and only individual claims for relief are advanced in the case.

**No Class Arbitration or Consolidation or Joinder of Parties:** Class actions and other similar procedures in which individuals seek to represent similarly situated individuals or seek relief on behalf of the general public, and consolidation or joinder of Claims (except for claimants on the same account), are NOT available under this agreement to arbitrate. Claims in arbitration will proceed on an INDIVIDUAL basis only:

> UNLESS YOU REJECT THIS AGREEMENT TO ARBITRATE, YOU AND WE WAIVE THE RIGHT TO ASSERT OR PARTICIPATE IN A CLASS ACTION OR ANY REPRESENTATIVE OR CONSOLIDATED PROCEEDING IN COURT OR IN ARBITRATION.

The arbitrator shall have no authority to entertain any Claim as a class action or private attorney general action or on any other similar representative basis, nor shall the arbitrator have any authority to consolidate or join Claims brought by separate claimants (except for claimants on the same account). This also means that the arbitrator 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.†

†**Notice to California Account Holders:** This agreement to arbitrate shall not be construed to prevent you from seeking in the arbitration the remedy of public injunctive relief if (a) you reside in California, (b) you resided in California at the time you entered into this agreement to arbitrate, or (iii) the billing address for your Account is a California address (hereafter, "California Account Holder").

**Initiation of Arbitration:** The arbitration shall be administered by the American Arbitration Association ("AAA") before a single arbitrator under the AAA's Consumer Arbitration Rules, or by a mutually agreeable administrator, before a single arbitrator, as modified by this arbitration provision. Information about the arbitration process for AAA can be obtained from the AAA at www.adr.org. The arbitrator shall be selected from the AAA (or mutually agreeable administrator) panel of neutrals then active on the roster maintained by the AAA (or mutually agreeable administrator) office located in the city of or nearest to your billing address and, unless otherwise mutually agreed, the arbitrator shall be a retired federal judge, a retired state appellate judge, a retired state trial judge, or a lawyer with at least 15 years of experience in that order of preference.

In the event that the AAA or mutually agreeable administrator is unable or unwilling 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).

**Arbitration Procedures and Applicable Law; Offer of Settlement:** Unlike a lawsuit in state or federal court, arbitration is conducted by a private organization that specializes in alternative dispute resolution. Disputes in arbitration are decided by a neutral arbitrator instead of a judge or jury. You may represent yourself in arbitration, or you may be represented by a lawyer.

Under this agreement to arbitrate, a single arbitrator designated by the arbitration administrator will decide the Claim under applicable law. The arbitrator is bound by the terms of this agreement to arbitrate. The AAA or mutually agreeable administrator will apply its code of procedures in effect at the time the arbitration claim is filed. If there is a conflict between that code of procedures and this arbitration provision and/or any sections of this Card Agreement, this arbitration provision and/or this Card Agreement will control. The arbitrator will honor all claims of privilege recognized by law. Subject to the prohibition on class, representative, and consolidation procedures set forth above, the arbitrator will have the power to award to a party any damages or other relief (including relief in equity) provided for under applicable law. That is, a party will be entitled to recover in arbitration any damages or other relief that it could recover if it prevailed in a court proceeding. An arbitrator's award shall consist of a written statement setting forth the disposition of each Claim. At the request of any party, the arbitrator shall also set forth a written explanation of the essential findings and conclusions on which the award is based. An arbitration award shall decide the rights and obligations only of the parties named in the arbitration, and shall not have any bearing on another person or dispute.

If your Claim is for $10,000 or less, you may choose whether the arbitration will be conducted solely on the basis of documents, in a telephonic hearing, or in an in-person hearing.

Any in-person hearing will take place in the federal judicial district that includes your billing address at the time the Claim is filed, unless the parties agree to a different place.

**The Arbitrator's Decision:** The arbitrator's decision will be final and binding on the parties. A party can file a written appeal to the arbitration administrator within thirty (30) days after an award is issued. The appeal will proceed before a panel of three neutral arbitrators designated by the same arbitration administrator. The panel will decide anew all factual and legal issues, following the same rules of procedure, by majority vote any aspect of the original decision objected to. The costs of such an appeal will be borne in accordance with the below paragraph entitled "Fees and Costs". Any review by a court shall be governed by the Federal Arbitration Act. Any final arbitration award will be binding on the named parties and enforceable by any court having jurisdiction.

**Fees and Costs:** We will pay any costs that are required to be paid by us under the arbitration administrator's rules of procedure. If you file the arbitration, you will pay your share of the initial filing fee, unless you seek and qualify for a fee waiver under the applicable rules of the arbitration

administrator. The party filing an appeal shall be responsible for all filing fees and costs of the appeal unless prohibited by administrator's rules of procedure. All parties are responsible for their own attorney's fees, expert fees and any other expenses, unless the arbitrator awards such fees or expenses to you or us if allowed by applicable law.

**Other Parties Subject to this Agreement to Arbitrate:** In addition to you and us, the rights and duties described in this agreement to arbitrate apply to: any third party co-defendant of a claim subject to this arbitration provision; all joint account holders, Additional Cardholders, and Authorized Users of your Account(s).

**How to REJECT this Agreement to Arbitrate:** You can reject this agreement to arbitrate but only if we receive from you a written notice of rejection within 45 days after it was first provided to you. To reject this agreement to arbitrate you must send the notice of rejection to: Credit One Bank, Attention: Arbitration Opt Out, P. O. Box 98873, Las Vegas, NV 89193-8873. Rejection notices sent to any other address will not be accepted or effective. If you decide to reject this agreement to arbitrate in writing, your notice must state that you reject this agreement to arbitrate and include your name, address, account number, and personal signature. Rejection of arbitration will not affect your other rights or responsibilities under this Card Agreement.

**Survival, Severability, and Amendment of Terms:**
*Survival.* This agreement to arbitrate shall survive changes in the Agreement and termination of the Account or the relationship between you and us, including the bankruptcy of any party and any transfer or sale of your Account, or amounts owed on your Account, to another person or entity.
*Severability.* If any part or parts of your agreement to arbitrate are declared unenforceable, then such specific part or parts shall be of no force or effect and shall be severed, but the remainder of this agreement to arbitrate shall continue in full force and effect. If, however, the entire agreement to arbitrate or your waiver of the right to bring or participate in a class or representative action or in consolidation procedures is unenforceable, then the agreement to arbitrate shall be of no force or effect. Notwithstanding the preceding sentence, with respect to California Account Holders, if arbitration is unenforceable, in whole or in part, you and we agree to resolve any Claim by a judicial reference proceeding as described above.
*Amendment in Writing Only.* This agreement to arbitrate may not be amended, severed, or waived, except as expressly provided in the Agreement or in a written agreement between you and us.

## *Other Information*

**Transactions in Foreign Currencies:** If you make a transaction at a merchant that settles in a currency other than U.S. dollars, Mastercard International Incorporated or Visa Incorporated will convert that charge into a U.S. Dollar amount. That conversion will be done at a rate selected by Mastercard or Visa from the range of rates available in wholesale currency markets for the applicable central processing date, which rate may vary from the rate Mastercard or Visa itself receives, or the government-mandated rate in effect for the applicable central processing date. The currency conversion rate used on the processing date may differ from the rate that would have been used on the purchase date or on the date the transaction is posted to your Account. You agree to pay the converted amount, including any charges for the conversion that may be imposed as described above.

**Changes to Your Agreement:** The rates, fees and terms of this Agreement may change and we may add or delete any term to this Agreement, consistent with applicable law. We will give you advance written notice of these changes and a right to reject the change, if required by law.

**Unauthorized Use:** Notify us immediately if your Card is lost or stolen or you suspect that someone is using your Card or Account without your permission.

**Assignment:** We may assign any or all of our rights and obligations under this Agreement. You may not assign any of your rights or obligations under this Agreement.

**No Waiver:** We will not lose our rights under this Agreement because we delay or do not enforce them.

**Governing Law:** This Agreement is governed by and interpreted in accordance with the laws applicable to national banks, and, where no such laws apply, by the laws of the State of Nevada, excluding the conflicts of law provisions thereof, regardless of your state of residence.

**Conformance with Law; Severability:** If any part of this Agreement conflicts with applicable law, that provision will be considered modified to conform to applicable law. If any part of this Agreement is invalid, the rest shall remain in effect, except as otherwise noted in the Arbitration Provision.

## *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 the Billing Inquiries address on the statement.

In your letter, give us the following information:

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

You must contact us:

- Within 60 days after the error appeared on your statement.
- At least 3 business days before an automated payment is scheduled, if you want to stop payment on the amount you think is wrong.

You must notify us of any potential errors in writing. You may call us, but if you do we are not required to investigate any potential errors and you may have to pay the amount in question.

**What Will Happen After We Receive Your Letter**

When we receive your letter, we must do two things:

1. Within 30 days of receiving your letter, we must tell you that we received your letter. We will also tell you if we have already corrected the error.
2. Within 90 days of receiving your letter, we must either correct the error or explain to you why we believe the bill is correct.

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

- We cannot try to collect the amount in question, or report you as delinquent on that amount.
- The charge in question may remain on your statement, and we may continue to charge you interest on that amount.
- While you do not have to pay the amount in question, you are responsible for the remainder of your balance.
- We can apply any unpaid amount against your credit limit.

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

*If we made a mistake:* You will not have to pay the amount in question or any interest or other fees related to that amount.

*If we do not believe there was a mistake:* You will have to pay the amount in question, along with applicable interest and fees. We will send you a statement of the amount you owe and the date payment is due. We may then report you as delinquent if you do not pay the amount we think you owe.

If you receive our explanation but still believe your bill is wrong, you must write to us within 10 days telling us that you still refuse to pay. If you do so, we cannot report you as delinquent without also reporting that you are questioning your bill. We must tell you the name of anyone to whom we reported you as delinquent, and we must let those organizations know when the matter has been settled between us.

If we do not follow all of the rules above, you do not have to pay the first $50.00 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 $50.00. (Note: Neither of these are necessary if your purchase was based on an advertisement we mailed to you, or if we own or operate the company that sold you the goods or services.)
2. You must have used your credit card for the purchase. Purchases made with cash advances from an ATM or with a check that accesses your credit card account do not qualify.
3. You must not yet have fully paid for the purchase.

If all of the criteria above are met and you are still dissatisfied with the purchase, contact us in writing at the Billing Inquiries address shown on your statement.

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

## ***Rewards Program Supplement***

This document ("Supplement") describes the terms and conditions of the Credit One Bank Cash Back Rewards Program ("Program") and supplements the Card Agreement that governs your credit card account issued by Credit One Bank, N.A. (the "Account"). By using the Account, you agree to participate in the Program. Your participation is subject to the terms of the Card Agreement, including the arbitration agreement, if applicable, and this Supplement. In the event of a conflict between the Card Agreement and this Supplement, with respect to matters relating to the Program, this Supplement controls.

**Earning Cash Back Rewards:** You earn cash back rewards for Purchases using your Account minus returns, refunds, disputed charges and fraudulent transactions ("Net Eligible Purchases") equal to 1% in the following categories:

- gasoline (Service Stations, Automated Fuel Dispensers, Petroleum and Petroleum Products, Marinas and Marine Services),
- grocery (Grocery Stores and Supermarkets, Freezer and Meat Provisioners, Miscellaneous Food Stores – Convenience Stores and Specialty Markets. Grocery Purchases do not include Purchases at superstores, at stores that sell groceries and other products like drugstores; or at smaller stores like bakeries, candy, nut or confection stores),
- mobile phone service (Telecommunication Equipment and Telephone Sales, Telecommunication Services, including Local and Long-Distance Calls, Credit Card Calls, Calls Through Use of Magnetic-Stripe-Reading Telephones, and Fax Services), and
- internet, cable and satellite TV subscription services (Cable, Satellite and Other Pay Television/Radio/Streaming Services, Computer Network/Information Services).

**Purchases That Are Not Eligible:** Purchases from the following types of merchants are not eligible for cash back rewards:

- oil, propane, home heating companies,
- PayPal,
- warehouse clubs (including but not limited to Sam's Club, Costco, and BJ's),
- discount supercenters (including but not limited to Walmart® and Target®).

You do not earn cash back rewards on Cash Advances, Balance Transfers, interest, fees, and other charges. If your Account is in default, as defined in your Card Agreement, at the time the cash back rewards are to be posted to your Account, you WILL NOT receive the applicable credit. Cash back rewards have no cash value; however, when redeemed in accordance with the Program have a redemption value. See "**Redeeming Cash Back Rewards**" below. Cash back rewards may not be transferred to any other person including through such events as inheritance, bankruptcy, or divorce.

Earning and accruing cash back rewards is not limited as long as your Account is in good standing, and you may have a negative cash back rewards balance (because of returns and other post transaction actions). If your Account has a negative cash back rewards balance, any newly earned cash back rewards will be used to offset that negative balance until that balance has been brought to zero. As long as your Account is in good standing, your cash back rewards do not expire. Cash back rewards are forfeited 90 days after your Account is closed by you or us. If we find evidence of misuse, fraud or the Account is in default, as defined in your Card Agreement, no redemptions of your cash back rewards, automatic or manual, will be permitted; provided that if your Account is closed because of nonpayment, you will have 90 days to redeem any cash back rewards from the date the notice is sent to you. See "**Redeeming Cash Back Rewards**." Cash back rewards from separate accounts cannot be combined. Authorized Users earn cash back rewards on the Account, but only the primary Cardholder may redeem cash back rewards.

**Merchant Categories:** Merchants who accept credit cards are assigned a merchant code, which is determined by the merchant or its processor in accordance with the applicable credit card network's procedures based on the kinds of products and services they primarily sell. We have no control over merchant codes. Please note:

- We make every effort to include all relevant merchant codes in our cash back rewards categories. However, even though a merchant or some of the items that it sells may appear to fit within a cash back rewards category, the merchant may not have a merchant code in that category or may not use an eligible merchant code. When this occurs, Purchases with that merchant will not qualify for cash back rewards on purchases in that category.
- A merchant with more than one location may submit Purchases using different codes, including codes that are not eligible under this Program. This means that Purchases from the same merchant at a different location may result in no cash back rewards. Purchases made without an eligible code WILL NOT qualify for cash back rewards.
- Purchases submitted by you, an authorized user, or the merchant through third-party payment accounts, mobile or wireless card readers, online or mobile digital wallets, or similar technology will not qualify in a cash back rewards category if the technology is not set up to process the purchase in that cash back rewards category.

**Redeeming Cash Back Rewards:** Cash back rewards may be redeemed automatically ("Automatic Redemption") only for statement credits; or redeemed manually ("Manual Redemption"), for statement credits, gift cards, or other goods or services. You can switch between Automatic and Manual Redemption, but in order to do so, you must have an online Account that you can access via CreditOneBank.com or the Credit One Bank Mobile App. All cash back rewards redemptions are subject to terms and conditions set forth in this Supplement and at https://www.creditonebank.com/rewardsredemptionterms.

- Manual Redemption: Upon Account opening, your Account will be set to Manual Redemption. Cash back rewards will post to your Account within thirty-seven days after a Net Eligible Purchase posts to your Account. The amount of cash back rewards you need to redeem for consumer goods and services will be determined at redemption and may change without notice. The most up-to-date amount of cash back rewards you have available to redeem (which reflects any adjustments, transfers, or redemptions) is available online or by calling the customer service number and may differ from the available cash back rewards shown on your last monthly billing statement.

- Automatic Redemption: Cash back rewards may be redeemed automatically as statement credits. To do so, you must change your redemption setting from Manual Redemption to Automatic Redemption. If you switch from Manual to Automatic Redemption, any cash back reward balance accrued while your Account has a Manual Redemption setting will be applied to your Account as a statement credit in any month your redemption setting is set to Automatic Redemption as of 3:00 p.m. Central Time on the first day of the month. We will post a statement credit to your Account within thirty-seven days after the end of the month based on the Net Eligible Purchases posted to your Account from the first day to the last day of the current month. You will receive an automatic rewards credit on each statement that has at least one Net Eligible Purchase.

**Feedback:** If you send or transmit any communications, comments, questions, suggestions, or related materials, whether by letter, e-mail, telephone, or otherwise (Feedback), suggesting or recommending changes to the Program or how cash back rewards are fulfilled, including, without limitation, new features or functionality, you grant us and any of our vendors a perpetual right to use the Feedback for our own and their own, respective internal business purposes. Further, we, our service providers, vendors, and any subcontractors disclaim any liability to you for any such use of Feedback for our or their own, respective internal business purpose.

**Consumer Goods/Services Disclaimer: BY PARTICIPATING IN THE PROGRAM, YOU ACKNOWLEDGE AND AGREE THAT CREDIT ONE BANK AND ITS VENDORS ARE ONLY PROVIDING THE PROGRAM TO EARN AND REDEEM CASH BACK REWARDS AND NOT PROVIDING CONSUMER GOODS OR SERVICES. CREDIT ONE BANK AND ITS VENDORS ARE NOT INVOLVED IN WARRANTING ANY CONSUMER GOODS OR SERVICES WHICH YOU MAY ACQUIRE UTILIZING THE PROGRAM AND REDEMPTION SERVICES. CREDIT ONE BANK AND ITS VENDORS DO NOT MAKE, AND AFFIRMATIVELY DISCLAIM, ANY AND ALL WARRANTIES, EXPRESS OR IMPLIED, WITH RESPECT TO SUCH CONSUMER GOODS OR SERVICES, INCLUDING WITHOUT LIMITATION, ANY WARRANTY OF MERCHANTABILITY, SUITABILITY FOR A PARTICULAR PURPOSE, OR AGAINST INFRINGEMENT. WARRANTIES FOR CONSUMER GOODS AND SERVICES ARE LIMITED TO THE APPLICABLE THIRD-PARTY SUPPLIER'S WARRANTIES AND RETURN POLICIES. BY PARTICIPATING IN THE PROGRAM, YOU ACKNOWLEDGE AND AGREE TO LOOK SOLELY TO THE APPLICABLE MERCHANT PROVIDING THE CONSUMER GOODS AND/OR SERVICES REDEEMED OR PURCHASED BY YOU UTILIZING THE PROGRAM FOR ANY WARRANTY, REMEDY, OBLIGATION AND/OR LIABILITY WITH RESPECT TO SUCH CONSUMER PRODUCTS AND/OR SERVICES. BY PARTICIPATING IN THE PROGRAM, YOU RELEASE CREDIT ONE BANK AND ITS VENDORS FROM ANY AND ALL LIABILITY WITH RESPECT TO SUCH CONSUMER GOODS AND SERVICES.**

**Information Disclaimer: IN THE COURSE OF PROVIDING THE PROGRAM AND REDEMPTION SERVICE FOR CONSUMER GOODS AND/OR SERVICES, CREDIT ONE BANK AND/OR ITS VENDORS MAY INTEGRATE WITH THIRD-PARTY SUPPLIERS SELECTED OR CHANGED BY CREDIT ONE BANK AND/OR ITS VENDORS, IN THEIR SOLE DISCRETION, FOR THE FULFILLMENT OF SUCH CONSUMER GOODS AND/OR SERVICES REDEEMED OR PURCHASED UTILIZING THE PROGRAM. IN ORDER TO FACILITATE FULFILLMENT OF THE CONSUMER GOODS AND SERVICES WITH THE THIRD-PARTY SUPPLIERS, CREDIT ONE BANK AND/OR ITS VENDORS MAY SEND YOUR REQUIRED PERSONAL AND OTHER INFORMATION (WHICH CAN INCLUDE, BUT IS NOT LIMITED TO FIRST NAME, LAST NAME, SHIPPING ADDRESS, PHONE NUMBER AND EMAIL ADDRESS) TO THIRD-PARTY SUPPLIERS TO FACILITATE THE PURCHASE OR REDEMPTION. BY PARTICIPATING IN THE PROGRAM AND REDEEMING CASH BACK REWARDS FOR CONSUMER GOODS OR SERVICES, YOU THEREFORE AGREE THAT CREDIT ONE BANK AND ITS VENDORS WILL NOT BE HELD RESPONSIBLE AND YOU HEREBY RELEASE CREDIT ONE BANK AND ITS VENDORS FROM ANY LIABILITY FOR YOUR INFORMATION AFTER IT IS INPUT INTO THE REDEMPTION FULFILLMENT SERVICES, FOR THE EXCLUSIVE BENEFIT OF, AND USE BY, THE THIRD-PARTY SUPPLIER, BY YOU AND CORRECTLY TRANSMITTED TO THE THIRD-PARTY SUPPLIER FOR ORDER FULFILLMENT. AFTER YOUR INFORMATION IS PLACED INTO THE REDEMPTION FULFILLMENT SERVICE, YOUR INFORMATION SHALL BE SUBJECT TO THE PRIVACY POLICY AND TERMS OF SUCH THIRD-PARTY SUPPLIER.**

**Program Restrictions:** Cash back rewards posted as a statement credit will reduce the balance on your Account but will not count as payments. You will still be required to pay at least the Minimum Payment Due as shown on your billing statement each month. You WILL NOT earn cash back rewards for Purchases made while your Account is in default as defined within your Card Agreement. This Program excludes Accounts already enrolled in a different Credit One Bank cash back or other rewards program.

**Changes:** The Program may be changed (added to, modified, or deleted) by us at any time, including without limitation changes to the definition of eligible and non-eligible purchases. We will give you prior notice to the extent required by law. Any revision may affect your ability to earn or redeem cash back rewards.

**Termination:** We may suspend or terminate the Program or your participation in the Program at any time and will give you prior notice to the extent required by law. If we suspend or terminate the Program or your participation in the Program, you will have 90 days to redeem any cash back rewards from the date the notice is sent to you. See "**Redeeming Cash Back Rewards**."

**Limited Liability:** Unless otherwise required by law, this Program, or our Card Agreement with you, we will not be liable to you or anyone making a claim on your behalf, in connection with: (1) any change or termination of the Program; (2) any loss, damage, expense or inconvenience caused by any occurrence outside of our control; (3) any taxes that you incur as a result of receiving cash back rewards, payment of which taxes will be your responsibility; (4) any merchandise or services you purchase, or for any direct, indirect or consequential damages with respect to the use of your Account. In any event, any liability that Credit One Bank may have to you in connection with the Program shall be limited to the amount of any cash back rewards you have earned in this Program. The Program and cash back rewards are void or limited where prohibited or restricted, respectively, by federal, state, or local law.

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# *CARD AGREEMENT*

## ***Pricing Summary***

| Interest Rates and Interest Charges | |
|---|---|
| **ANNUAL PERCENTAGE RATE (APR) for Purchases** | **29.74%**<br>This APR will vary with the market based on the Prime Rate. |
| **ANNUAL PERCENTAGE RATE (APR) for Balance Transfers** | **29.74%**<br>This APR will vary with the market based on the Prime Rate. |
| **ANNUAL PERCENTAGE RATE (APR) for Cash Advances** | **31.74%**<br>This APR will vary with the market based on the Prime Rate. |
| **Paying Interest** | Your due date is at least 24 days after the close of each billing cycle. We will not charge you any interest on Purchases if you pay your entire balance by the due date each month. We will begin charging interest on Cash Advances and Balance Transfers from the posting date. |
| **Minimum Interest Charge** | If you are charged interest, the charge will be no less than $1.00. |
| **For Credit Card Tips from the Consumer Financial Protection Bureau** | **To learn more about factors to consider when applying for or using a credit card, visit the website of the Consumer Financial Protection Bureau at http:// www.consumerfinance.gov/learnmore.** |
| **Fees** | |
| **Annual Fee** | **$0** |
| **Transaction Fees**<br>• Cash Advance<br>• Balance Transfer<br>• Foreign Transaction | <br>Either **$10** or **5%** of the amount of each Cash Advance, whichever is greater.<br>Either **$10** or **5%** of the amount of each Balance Transfer, whichever is greater.<br>Either **$1** or **3%** of the amount of each purchase in U.S. dollars, whichever is greater. |
| **Penalty Fees**<br>• Late Payment<br>• Returned Payment | <br>Up to **$39***<br>Up to **$39**** |

**How We Will Calculate Your Balance:** We use a method called "average daily balance (including new Purchases)." See your Card Agreement for more details.

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

***Late Payment Fee:** We will charge the maximum safe harbor amount, which is set annually in accordance with 12 C.F.R. 1026.52(b)(1)(ii)(D). Currently the fee is $29, unless you incurred a Late Payment Fee during the prior six billing cycles. If you did, the fee is currently $39. This fee will not exceed the related Minimum Payment that was due. We charge a Late Payment Fee to your Account if at least the Amount Due This Period (less any Late Payment Fee for the current billing cycle) plus any Past Due Amount is not received by 5:00 p.m. PT on the Payment Due Date shown on your statement.

****Returned Payment Fee:** We will charge the maximum safe harbor amount, which is set annually in accordance with 12 C.F.R. 1026.52(b)(1)(ii)(D). If a payment is not honored upon first presentment, even if the payment is later honored, a Returned Payment Fee will be charged to your Account. Currently, the fee is $29, unless you incurred a Returned Payment Fee in the prior six billing cycles. If you did, the fee is currently $39. This fee will not exceed the related Minimum Payment that was due.

**Additional Rate Information:** The Purchase and Balance Transfer APR equals the Prime Rate plus a margin of 22.99%. This corresponds to a monthly periodic rate of 2.47833%. The Cash Advance APR equals the Prime Rate plus a margin of 24.99%. This corresponds to a monthly periodic rate of 2.64500%.

**Minimum Payments:** 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 the sum of:

- 5% of your outstanding balance, rounded up to the next whole dollar, or $30, whichever is greater;
- any Late Payment Fee for the current billing cycle;
- and any Past Due Amount (excluding any past due Late Payment Fees).

## ***The Agreement***

This Agreement, together with the Pricing Summary, is your contract with us.

**Accepting this Agreement:** You accept this Agreement when you use the Account. You may still reject this Agreement if you have not yet used the Card, used the Account, or paid a fee after receiving a billing statement. To reject the Agreement, call us at 866-515-5721 or write us at Bank Card Center, P.O. Box 95516, Las Vegas, NV 89193-5516. If you reject the Agreement, you are not responsible for any fees or charges.

**Arbitration:** This Agreement includes an Arbitration Provision with class action and jury trial waivers. You can reject the Arbitration Provision. See "How to REJECT this agreement to arbitrate" in the Arbitration section. If you do not, it will be part of this Agreement.

**Promise to Pay:** You agree to pay us for all amounts due on your Account, including credit for Purchases, Balance Transfers, and Cash Advances, as well as interest charges and fees. This includes charges made by Additional Cardholders and other Authorized Users.

## ***Definitions***

**Account** means the Credit One Bank card account under this Agreement.

**Authorized User** means any person you allow to use your Account or Card, including Additional Cardholders. If the Authorized User has been issued a Card and you want to terminate the Authorized User, you must notify us by telephone or in writing.

**Balance Transfer** means a transaction we designate that allows you to use your Account to pay another creditor or yourself. Balance Transfers cannot be used to pay us or our affiliates. A Balance Transfer will be subject to the terms of the Balance Transfer offer and this Agreement.

**Card** refers to one or more cards or access devices, including your Account number, that we give you or someone else with your authorization to get credit under this Agreement.

**Cardholder** refers to each person with a card issued in their name.

**Cash Advance** means the use of your Account to obtain funds at a financial institution or the use of a Convenience Check.

**Convenience Check** means a check we issue to you to take a Cash Advance. You may not use these checks to pay us or our affiliates.

**Purchase** means the use of the Account to obtain goods or services.

**Prime Rate** means the highest U.S. Prime Rate in the Money Rates section of The Wall Street Journal on the 25th day of the month, or the next day if that day is not a publication day. If The Wall Street Journal does not publish the U.S. Prime Rate, we may substitute another index.

**we**, **us**, **our**, and **Credit One Bank** refer to Credit One Bank, N.A., the issuer of your Card.

**you**, and **your** refer to each person who has applied for the Account and where appropriate, the Authorized User.

## ***Features and Use of Your Account***

**Using Your Card:** You may make Purchases wherever the Card is accepted. You may use the Account to obtain Cash Advances, but you may not make more than two Cash Advance transactions per day which may not exceed the lower of your available credit for cash or $200. You may use the Account for only personal, family, or household purposes, and if your Account is used for any other purpose you are still responsible for such use. You may not use the Account for business or commercial purposes. The Account may not be used for online or internet gambling or illegal purposes.

**Your Credit Limit:** We will tell you your credit limit. Keep your Account balance below your credit limit. If you do not, you must still pay us. We may designate part of your credit limit as a Cash Advance limit and part as a Balance Transfer limit. We may change your credit limit(s) at any time, without notice. You may use a portion of your credit limit for Cash Advances and Balance Transfers. Each Purchase, Cash Advance, and Balance Transfer obtained will reduce the amount of available credit under your credit limit until it is repaid. We may delay increasing your available credit by the amount of any payment that we receive for up to 12 calendar days.

**Credit Limit Increase:** To request a credit limit increase contact the Customer Service number on your statement. We may impose a fee for processing the request.

**Credit Authorizations:** We may decline to authorize a transaction for any reason. We will not be liable to you if we decline a transaction or if anyone refuses any use of your Card.

**Automatic Billing:** You may set up automatic billing with a merchant. You authorize us to provide an updated Account number or Card expiration date to any merchant at our discretion. Contact the merchant to stop automatic billing.

**Joint Accounts:** If this is a joint account, each of you is responsible individually and together for all amounts owed. Each of you is responsible even if the Account is used by only one of you. You will continue to be liable for the entire balance of the Account, even if your co-applicant is ordered by a court to pay us. You will remain liable to us if your co-applicant fails to pay as ordered by the court. Your Account status will continue to be reported to the credit reporting agencies under each of your names. The delivery of notices or billing statements to either of you serves as delivery to each of you. We may rely on instructions given by either of you. We are not liable to either of you for relying upon such instructions.

**Electronic Access:** Applications (apps) on electronic devices (such as mobile wallets) can store your Card and can be used to get credit under this Agreement. Such transactions are covered by this Agreement. Apps may have separate terms of use. We are not responsible if you violate those terms or for any consequences from violating those terms.

**Additional Cardholder:** At your request, we may, at our discretion, issue, in the name of another person, an additional Card on your Account. That person is an Additional Cardholder, as well as an Authorized User. An Additional Cardholder has access to certain Account information including balance, available credit and payment information. If you advise us that the Additional Cardholder is your spouse, information regarding the Account will be provided to consumer reporting agencies in your name as well as in the name of the Additional Cardholder. By requesting that we add an Additional Cardholder to your Account, you represent that you (1) have the consent of the Additional Cardholder to be added to the Account, (2) have provided a copy of this Agreement to the Additional Cardholder, and (3) if the Additional Cardholder is your spouse, you have told the Additional Cardholder that Credit One Bank will furnish credit information about them to the credit reporting agencies in connection with the Account. The Additional Cardholder may report the Card lost or stolen and may remove him or herself from the Account.

## ***Interest Rates and Interest Changes***

**Annual Percentage Rates (APRs):** See the Pricing Summary for your APRs. The APR for Balance Transfers will be the same as the APR for standard Purchases, unless a promotional rate applies.

**Variable Rates:** Your Pricing Summary indicates whether you have any variable APRs. Variable APRs are determined by adding to the Prime Rate the number of percentage points (“margin”) specified in the Pricing Summary. Variable APRs will increase or decrease when the Prime Rate changes. The APR change will take effect beginning with billing cycles that end on or after the first day of the month after the month in which the Prime Rate changes. An increase in the APR will increase your interest charges and may increase your Minimum Payment Due.

**Average Daily Balance Method (including new transactions):** We calculate interest each billing cycle by first figuring the "average daily balance" for each type of balance. Standard Purchases, standard Cash Advances, standard Balance Transfers, and each promotional offer, are all types of balances.

For each type of balance, for each billing cycle, we start with the balance on the last day of your previous billing cycle. We subtract any unpaid interest. This is the beginning balance each day. Each day of the billing cycle we subtract any new payments and credits applied to that type of balance. We add any new transactions and fees for that type of balance. We add Purchases, Cash Advances, and Balance Transfers on the post date. We add transaction fees on promotional rate and non-promotional rate Balance Transfers to the same type of balance as the transaction. We add all other fees to the standard Purchase balance. This gives us the daily balance for that type of balance, except that if the daily balance is negative, we treat it as zero. We then add up all of the daily balances and divide by the number of days in the billing cycle. This gives us the "average daily balance" for that type of balance. We multiply the average daily balance by the applicable monthly periodic rate (the APR divided by 12). This gives us the interest charged for that type of balance for that billing cycle. This interest is included in the Account balance on the last day of the billing cycle. The results for all types of balances are then added together to determine the total interest charged that billing cycle.

**When Interest Begins:** We begin to impose interest on a transaction or fee from the day we add it to the daily balance. We continue to impose interest 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 billing statement by the Payment Due Date shown on that billing statement, we will not impose interest on new Purchases paid by the Payment Due Date on your current billing statement. The Payment Due Date will be at least 24 days after the close of the billing cycle. If you have been paying your Account balance in full and thereby avoiding interest on Purchases, but then do not pay the next New Statement Balance in full by the Payment Due Date, in that billing cycle we will start charging interest on the unpaid portion of your balance.

## ***Fees***

See the Pricing Summary for additional Fee information.

**Annual Fee:** If your Account is subject to an Annual Fee, the amount and when it is billed is shown on the Pricing Summary. The Annual Fee is billed to the Account until the Account is closed and the outstanding balance is paid in full. The Annual Fee is refundable as long as you cancel your Account and have not used your card for any Purchases, Cash Advances, or Balance Transfers and you have not made a payment.

**Credit Limit Increase Fee:** If a fee is imposed for processing a Credit Limit increase request, we will tell you the amount of the fee at the time of your request and before you agree to it.

**Foreign Transaction Fee:** We add this fee, unless "None" is stated in the Pricing Summary table, for each purchase made outside the U.S. (A purchase is made outside the U.S. unless it is made with a U.S. merchant, processed completely in the U.S., and in U.S. dollars.) The fee is a percentage of the U.S. dollar amount of the purchase. American Express charges a foreign currency conversion fee of 1% of the amount of the transaction in U.S. dollars. This fee is included as part of the Foreign Transaction Fee listed in the Pricing Summary.

**Optional Express Payment Service Fee:** If a representative of ours helps expedite your payment, we may impose an Express Payment fee. You will be informed of the amount of the fee before you complete the transaction.

**Duplicate Statement Fee:** If you request a duplicate copy of a monthly statement, for any purpose other than to assert a billing error, you will be charged a fee of up to $10 for each statement copy requested.

**Sales Slip Request Fee:** If you request a copy of a sales slip, for any purpose other than to resolve a dispute about the charges on your Account, you will be charged a fee of $6 for each sales slip copy requested.

**Replacement Card Fee:** If you request a replacement card, a Replacement Card Fee of up to $25 may be charged to your Account.

## ***Payments***

**Minimum Payment Due:** See the Pricing Summary for the minimum payment requirements.

**Small Balances:** As it is uneconomical for both you and us to process payments or maintain credits that are $1 or less in amount, you agree as follows: (1) In any billing cycle in which you have had no transactions and your New Balance on the billing date is $1 or less, the balance will be rounded to

zero and you will not receive a bill for this amount. (2) In the event that you have a credit balance of $1 or less for two consecutive billing cycles, the balance will be rounded to zero and you will not receive a refund of this amount.

**Payment Instructions:** You must pay us in U.S. dollars, in funds on deposit in the U.S. 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.

**Irregular Payments:** Any payment submitted in offer of settlement of a disputed debt, including any item containing a notation such as "paid in full," and any other item with a restrictive endorsement, must be sent to: Credit One Bank, P.O. Box 95516, Las Vegas, NV 89193-5516. We can accept late payments, partial payments, and checks or other items with restrictive endorsements at any other address without losing any of our rights under this Agreement.

**Postdated Checks:** You agree that we need not examine any payment check to confirm that it is not postdated and that we may deposit any postdated check on the day we receive it.

**Payment Allocation:** We apply payments up to the Minimum Payment Due and credits at our discretion, which may result in balances at lower APRs being paid first and higher interest charges. Payments over the Minimum Payment Due will be applied to balances with higher APRs first.

## ***Collecting, Sharing, and Updating Information***

**Customer Privacy:** We send you our Privacy Policy when you open your Account and thereafter in accordance with applicable law. 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. You accept the terms of our Privacy Policy when you use the Account. Contact us or visit CreditOne.com if you would like a copy.

**Information About You:** You authorize us to obtain and/or use information about you from third parties and credit reporting agencies to: (1) verify your identity and/or conduct investigative inquiries; (2) determine your income and credit eligibility; (3) review your Account and provide renewal of credit; (4) verify your current credit standing in order to present future credit limit increases or decreases; (5) qualify you for and present additional lines of credit or other offers; and (6) collect amounts owing on your Account. Upon request, we will tell you the name and address of any credit reporting agency that provided us with information concerning you.

**Furnishing Information:** We may furnish information concerning your Account or credit file to consumer reporting agencies and others who may properly receive that information. If you believe that information we furnished is inaccurate or incomplete, please write us at Credit One Bank, P. O. Box 98873, Las Vegas, NV 89193-8873. Please include your name, address, home phone number and Account number.

**Telephone Calls, Text Messages and Emails Regarding Your Account:** You are providing express written permission and consent authorizing Credit One Bank and our agents, servicers, contractors, subsidiaries, affiliates, officers, and other partners and employees to contact you at any phone number (including mobile, cellular/wireless, or similar devices) or email address you provide at any time, for any lawful purpose. The ways in which we may contact you include live operator, dialing system, automatic telephone dialing systems (auto-dialer), prerecorded and artificial voice message, text/SMS message or email. Phone numbers and email addresses you provide include those you give to us, those from which you, or someone acting on your behalf, contact us or which we obtain through other means. If you provide a phone number for which you are not the owner, you confirm you are authorized to provide that number. Such lawful purposes include, but are not limited to: obtaining information; activation of the card for verification and identification purposes; account transactions or servicing related matters; suspected fraud or identity theft; collection on the Account; and providing information about special products and services. You agree to pay any fee(s) or charge(s) that you may incur for incoming communications from us or outgoing communications to us, to or from any such number or email address, without reimbursement from us.

**Communication Revocation:** You may revoke your authorization for most communications. However, you cannot revoke authorization for fraud related communications or legally required communications. To change your communication preferences or to revoke consent you must write us. Please:

- include your name, mailing address, and the last four digits of your Account number;
- specify whether you are changing your preferences regarding mail, telephone calls, emails, and/or text or SMS messages;
- provide the specific phone number(s) and/or email address for which you are requesting communications to cease;
- send this written notice to: Credit One Bank, P.O. Box 98873, Las Vegas, NV 89193-8873.

Certain communication preferences can be changed on-line. Please log in to your Account to see if that option is available.

**Telephone Monitoring:** You agree that we (and our servicers, agents and contractors) may monitor and record any calls between you and us.

**Updating Your Phone Number:** Notify us immediately if you change mobile or cell phone numbers or plan to give your phone to someone else. It is your responsibility to provide us with a true, accurate and complete mobile number and to maintain and update promptly any changes in this information. You can update your mobile number by calling us at the phone number on the back of your Card.

**Indemnification:** If you provide telephone number(s) for which you are not the subscriber, or fail to notify us when you cease to be the subscriber for a telephone number you previously gave us, you agree to indemnify us, our subsidiaries, affiliates, officers, agents, servicers, contractors, and other partners and employees for any costs and expenses, including reasonable attorneys' fees, incurred as a result of us contacting or attempting to contact you at the number(s). Your obligation under this paragraph shall survive termination of the Agreement.

## ***Account Closure***

**Default:** You are in default under this Agreement if (1) bankruptcy or another insolvency proceeding is filed by or against you; (2) we reasonably believe you are unable or unwilling to repay us; (3) you die or are legally incompetent or incapacitated; (4) you fail to comply with the terms of this Agreement, including failing to make a required payment when due, exceeding your credit limit or using your Card or Account for an illegal transaction; (5) you give us misleading, false, incomplete or incorrect information or fail to give us any information we deem necessary; or (6) if you no longer permanently reside in the United States or its territories. If you are in default, we may declare the entire Account balance immediately due and payable without advance 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.

**Closing Your Account:** You may close your Account at any time. You will remain responsible for any amount you owe us under this Agreement. Any joint Cardholder may cancel a joint Account. However, both of you will remain responsible for paying all amounts owed. If your Account is subject to an Annual Fee, the fee will continue to be charged until you pay your outstanding balance in full.

We may cancel, suspend or not renew your Card, Account, or access to the credit line at any time and for any reason without notice. If your Account is closed by us, the Annual Fee will continue to be charged until you pay your outstanding balance in full.

However, when your Account is closed, if there is: (1) a debit balance of $1 or less, that balance will be rounded to zero and you will not be required to pay this amount; or (2) a credit balance of $1 or less, that balance will be rounded to zero and this amount will not be refunded to you. The rounding to zero may occur after your closing statement cycles, and you may not receive a statement reflecting the rounding.

## ***Arbitration Agreement***

**PLEASE READ CAREFULLY—IMPORTANT—AFFECTS YOUR LEGAL RIGHTS**

This agreement to arbitrate provides that you or we can require controversies or disputes between us to be resolved by BINDING ARBITRATION. You have the right to REJECT this agreement to arbitrate by using the procedure explained below.

If you do not reject this agreement to arbitrate, you GIVE UP YOUR RIGHT TO GO TO COURT and controversies or disputes between us will be resolved by a NEUTRAL ARBITRATOR INSTEAD OF A JUDGE OR JURY, using rules that are simpler and more limited than in a court. Arbitrator decisions are subject to VERY LIMITED REVIEW BY A COURT. Arbitration will proceed INDIVIDUALLY— CLASS ACTIONS AND SIMILAR PROCEDURES WILL NOT BE AVAILABLE TO YOU.

**Agreement to Arbitrate:** You and we agree that either you or we may, without the other's consent, require that controversies or disputes between you and us (all of which are called "Claims"), be submitted to mandatory, binding arbitration. This agreement to arbitrate is made pursuant to a transaction involving interstate commerce, and shall be governed by, and enforceable under, the Federal Arbitration Act (the "FAA"), 9 U.S.C. §1 et seq., and (to the extent State law is applicable), the laws of the State of Nevada.

For purposes of this agreement to arbitrate, "you" includes you, any co-applicant, any Authorized User (including Additional Cardholders), or anyone else connected with you or claiming through you; and "we" or "us" includes Credit One Bank, N.A., all of its parents, subsidiaries, affiliates, successors, predecessors, employees, and related persons or entities, and all third parties who are regarded as agents or representatives of us in connection with the subject matter of the claim or dispute at issue.

**Covered Claims:** Claims subject to arbitration include, but are not limited to, any controversies or disputes arising from or relating in any way to your Account; any transactions involving your Account; any disclosures made to you concerning your Account; any interest, charges, or fees assessed on

your Account; any service(s) or programs related to your Account; and, if permitted by the rules of the arbitration forum, any collection of debt related to your Account. Claims also include controversies or disputes arising from or relating in any way to advertising, solicitations, or any application for, approval of, or establishment of your Account. Claims subject to arbitration include any controversies or disputes based on any theory of law, whether contract, tort, statute, regulation, common law, or equity, or whether they seek legal or equitable remedies. All Claims are subject to arbitration whether they arose in the past, may currently exist, or may arise in the future. Arbitration will apply even if your Account is closed, you pay us in full any outstanding debt you owe, or you file for bankruptcy. Also, controversies or disputes about the validity, enforceability, coverage, meaning, or scope of this agreement to arbitrate or any part thereof are subject to arbitration and are for the arbitrator to decide. Any questions about what Claims are subject to arbitration shall be resolved by interpreting this agreement to arbitrate in the broadest way the law will allow it to be enforced.

**Claims Not Covered:** Claims (whether brought initially or by counter or cross-claim) are not subject to arbitration if they are filed by you or us in a small claims court, so long as the case remains in such court and only individual claims for relief are advanced in the case.

**No Class Arbitration or Consolidation or Joinder of Parties:** Class actions and other similar procedures in which individuals seek to represent similarly situated individuals or seek relief on behalf of the general public, and consolidation or joinder of Claims (except for claimants on the same account), are NOT available under this agreement to arbitrate. Claims in arbitration will proceed on an INDIVIDUAL basis only:

> UNLESS YOU REJECT THIS AGREEMENT TO ARBITRATE, YOU AND WE WAIVE THE RIGHT TO ASSERT OR PARTICIPATE IN A CLASS ACTION OR ANY REPRESENTATIVE OR CONSOLIDATED PROCEEDING IN COURT OR IN ARBITRATION.

The arbitrator shall have no authority to entertain any Claim as a class action or private attorney general action or on any other similar representative basis, nor shall the arbitrator have any authority to consolidate or join Claims brought by separate claimants (except for claimants on the same account). This also means that the arbitrator 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.†

†**Notice to California Account Holders:** This agreement to arbitrate shall not be construed to prevent you from seeking in the arbitration the remedy of public injunctive relief if (a) you reside in California, (b) you resided in California at the time you entered into this agreement to arbitrate, or (iii) the billing address for your Account is a California address (hereafter, "California Account Holder").

**Initiation of Arbitration:** The arbitration shall be administered by the American Arbitration Association ("AAA") before a single arbitrator under the AAA's Consumer Arbitration Rules, or by a mutually agreeable administrator, before a single arbitrator, as modified by this arbitration provision. Information about the arbitration process for AAA can be obtained from the AAA at www.adr.org. The arbitrator shall be selected from the AAA (or mutually agreeable administrator) panel of neutrals then active on the roster maintained by the AAA (or mutually agreeable administrator) office located in the city of or nearest to your billing address and, unless otherwise mutually agreed, the arbitrator shall be a retired federal judge, a retired state appellate judge, a retired state trial judge, or a lawyer with at least 15 years of experience in that order of preference.

In the event that the AAA or mutually agreeable administrator is unable or unwilling 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).

**Arbitration Procedures and Applicable Law; Offer of Settlement:** Unlike a lawsuit in state or federal court, arbitration is conducted by a private organization that specializes in alternative dispute resolution. Disputes in arbitration are decided by a neutral arbitrator instead of a judge or jury. You may represent yourself in arbitration, or you may be represented by a lawyer.

Under this agreement to arbitrate, a single arbitrator designated by the arbitration administrator will decide the Claim under applicable law. The arbitrator is bound by the terms of this agreement to arbitrate. The AAA or mutually agreeable administrator will apply its code of procedures in effect at the time the arbitration claim is filed. If there is a conflict between that code of procedures and this arbitration provision and/or any sections of this Card Agreement, this arbitration provision and/or this Card Agreement will control. The arbitrator will honor all claims of privilege recognized by law. Subject to the prohibition on class, representative, and consolidation procedures set forth above, the arbitrator will have the power to award to a party any damages or other relief (including relief in equity) provided for under applicable law. That is, a party will be entitled to recover in arbitration any damages or other relief that it could recover if it prevailed in a court proceeding. An arbitrator's award shall consist of a written statement setting forth the disposition of each Claim. At the request of any party, the arbitrator shall also set forth a written explanation of the essential findings and conclusions on which the award is based. An arbitration award shall decide the rights and obligations only of the parties named in the arbitration, and shall not have any bearing on another person or dispute.

If your Claim is for $10,000 or less, you may choose whether the arbitration will be conducted solely on the basis of documents, in a telephonic hearing, or in an in-person hearing.

Any in-person hearing will take place in the federal judicial district that includes your billing address at the time the Claim is filed, unless the parties agree to a different place.

**The Arbitrator's Decision:** The arbitrator's decision will be final and binding on the parties. A party can file a written appeal to the arbitration administrator within thirty (30) days after an award is issued. The appeal will proceed before a panel of three neutral arbitrators designated by the same arbitration administrator. The panel will decide anew all factual and legal issues, following the same rules of procedure, by majority vote any aspect of the original decision objected to. The costs of such an appeal will be borne in accordance with the below paragraph entitled "Fees and Costs". Any review by a court shall be governed by the Federal Arbitration Act. Any final arbitration award will be binding on the named parties and enforceable by any court having jurisdiction.

**Fees and Costs:** We will pay any costs that are required to be paid by us under the arbitration administrator's rules of procedure. If you file the arbitration, you will pay your share of the initial filing fee, unless you seek and qualify for a fee waiver under the applicable rules of the arbitration administrator. The party filing an appeal shall be responsible for all filing fees and costs of the appeal unless prohibited by administrator's rules of procedure. All parties are responsible for their own attorney's fees, expert fees and any other expenses, unless the arbitrator awards such fees or expenses to you or us if allowed by applicable law.

**Other Parties Subject to this Agreement to Arbitrate:** In addition to you and us, the rights and duties described in this agreement to arbitrate apply to: any third party co-defendant of a claim subject to this arbitration provision; all joint account holders, Additional Cardholders, and Authorized Users of your Account(s).

**How to REJECT this Agreement to Arbitrate:** You can reject this agreement to arbitrate but only if we receive from you a written notice of rejection within 45 days after it was first provided to you. To reject this agreement to arbitrate you must send the notice of rejection to: Credit One Bank, Attention: Arbitration Opt Out, P. O. Box 98873, Las Vegas, NV 89193-8873. Rejection notices sent to any other address will not be accepted or effective. If you decide to reject this agreement to arbitrate in writing, your notice must state that you reject this agreement to arbitrate and include your name, address, account number, and personal signature. Rejection of arbitration will not affect your other rights or responsibilities under this Card Agreement.

**Survival, Severability, and Amendment of Terms:**
*Survival.* This agreement to arbitrate shall survive changes in the Agreement and termination of the Account or the relationship between you and us, including the bankruptcy of any party and any transfer or sale of your Account, or amounts owed on your Account, to another person or entity.
*Severability.* If any part or parts of your agreement to arbitrate are declared unenforceable, then such specific part or parts shall be of no force or effect and shall be severed, but the remainder of this agreement to arbitrate shall continue in full force and effect. If, however, the entire agreement to arbitrate or your waiver of the right to bring or participate in a class or representative action or in consolidation procedures is unenforceable, then the agreement to arbitrate shall be of no force or effect. Notwithstanding the preceding sentence, with respect to California Account Holders, if arbitration is unenforceable, in whole or in part, you and we agree to resolve any Claim by a judicial reference proceeding as described above.
*Amendment in Writing Only.* This agreement to arbitrate may not be amended, severed, or waived, except as expressly provided in the Agreement or in a written agreement between you and us.

## *Other Information*

**Transactions in Foreign Currencies:** If you make a transaction at a merchant that settles in a currency other than U.S. dollars, American Express will convert that charge into a U.S. Dollar amount. That conversion will be done at a rate selected by American Express from the range of rates available in wholesale currency markets for the applicable central processing date, which rate may vary from the rate American Express itself receives, or the government-mandated rate in effect for the applicable central processing date. The currency conversion rate used on the processing date may differ from the rate that would have been used on the purchase date or on the date the transaction is posted to your Account. You agree to pay the converted amount, including any charges for the conversion that may be imposed as described above.

**Changes to Your Agreement:** The rates, fees and terms of this Agreement may change and we may add or delete any term to this Agreement, consistent with applicable law. We will give you advance written notice of these changes and a right to reject the change, if required by law.

**Unauthorized Use:** Notify us immediately if your Card is lost or stolen or you suspect that someone is using your Card or Account without your permission.

**Assignment:** We may assign any or all of our rights and obligations under this Agreement. You may not assign any of your rights or obligations under this Agreement.

**No Waiver:** We will not lose our rights under this Agreement because we delay or do not enforce them.

**Governing Law:** This Agreement is governed by and interpreted in accordance with the laws applicable to national banks, and, where no such laws apply, by the laws of the State of Nevada, excluding the conflicts of law provisions thereof, regardless of your state of residence.

**Conformance with Law; Severability:** If any part of this Agreement conflicts with applicable law, that provision will be considered modified to conform to applicable law. If any part of this Agreement is invalid, the rest shall remain in effect, except as otherwise noted in the Arbitration Provision.

## ***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 the Billing Inquiries address on the statement.

In your letter, give us the following information:

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

You must contact us:

- Within 60 days after the error appeared on your statement.
- At least 3 business days before an automated payment is scheduled, if you want to stop payment on the amount you think is wrong.

You must notify us of any potential errors in writing. You may call us, but if you do we are not required to investigate any potential errors and you may have to pay the amount in question.

**What Will Happen After We Receive Your Letter**

When we receive your letter, we must do two things:

1. Within 30 days of receiving your letter, we must tell you that we received your letter. We will also tell you if we have already corrected the error.
2. Within 90 days of receiving your letter, we must either correct the error or explain to you why we believe the bill is correct.

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

- We cannot try to collect the amount in question, or report you as delinquent on that amount.
- The charge in question may remain on your statement, and we may continue to charge you interest on that amount.
- While you do not have to pay the amount in question, you are responsible for the remainder of your balance.
- We can apply any unpaid amount against your credit limit.

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

*If we made a mistake:* You will not have to pay the amount in question or any interest or other fees related to that amount.

*If we do not believe there was a mistake:* You will have to pay the amount in question, along with applicable interest and fees. We will send you a statement of the amount you owe and the date payment is due. We may then report you as delinquent if you do not pay the amount we think you owe.

If you receive our explanation but still believe your bill is wrong, you must write to us within 10 days telling us that you still refuse to pay. If you do so, we cannot report you as delinquent without also reporting that you are questioning your bill. We must tell you the name of anyone to whom we reported you as delinquent, and we must let those organizations know when the matter has been settled between us.

If we do not follow all of the rules above, you do not have to pay the first $50.00 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 $50.00. (Note: Neither of these are necessary if your purchase was based on an advertisement we mailed to you, or if we own or operate the company that sold you the goods or services.)
2. You must have used your credit card for the purchase. Purchases made with cash advances from an ATM or with a check that accesses your credit card account do not qualify.
3. You must not yet have fully paid for the purchase.

If all of the criteria above are met and you are still dissatisfied with the purchase, contact us in writing at the Billing Inquiries address shown on your statement.

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

## ***Rewards Program Supplement***

This document ("Supplement") describes the terms and conditions of the Credit One Bank Cash Back Rewards Program ("Program") and supplements the Card Agreement that governs your credit card account issued by Credit One Bank, N.A. (the "Account"). By using the Account, you agree to participate in the Program. Your participation is subject to the terms of the Card Agreement, including the arbitration agreement, if applicable, and this Supplement. In the event of a conflict between the Card Agreement and this Supplement, with respect to matters relating to the Program, this Supplement controls.

**Earning Cash Back Rewards:** You earn cash back rewards in the form of an automatic statement credit equal to 1% of all Net Purchases made with your Account. You do not earn cash back rewards on Cash Advances, Balance Transfers, interest, fees, and other charges. We will post a statement credit to your Account within thirty-seven days after the end of the month based on the Net Purchases posted to your Account from the first day to the last day of the current month. If your Account is in default, as defined in your Card Agreement, at the time the credit is to be posted, you WILL NOT receive the credit. Cash back rewards have no cash value.
**Net Purchases:** Net Purchases are Purchases minus any returns, disputed charges, unauthorized charges, illegal or fraudulent charges or other credits for such Purchases.

**Program Restrictions:** You will receive an automatic cash back rewards credit on each statement that has at least one Net Purchase. Automatic statement credits for cash back rewards will reduce the balance on your Account but will not count as payments. You will still be required to pay at least the Minimum Payment Due as shown on your billing statement each month. You WILL NOT earn cash back rewards for Purchases made while your Account is in default as defined within your Card Agreement. This Program excludes Accounts already enrolled in a different Credit One Bank cash back or other rewards program.

**Changes:** The Program may be changed (added to, modified or deleted) by us at any time. We will give you prior notice to the extent required by law. Any revision may affect your ability to earn cash back rewards.

**Termination:** We may suspend or terminate the Program or your participation in the Program at any time without prior notice. In such event, we will evaluate your Account for any eligible cash back rewards as of the Program termination date. Provided that you meet all of the other Program Restrictions listed above at that time, you will receive a distribution of the cash back rewards earned during the current billing period in the form of a statement credit.

**Limited Liability:** Unless otherwise required by law, this Program, or our Card Agreement with you, we will not be liable to you or anyone making a claim on your behalf, in connection with: (1) any change or termination of the Program; (2) any loss, damage, expense or inconvenience caused by any occurrence outside of our control; (3) any taxes that you incur as a result of receiving cash back rewards, payment of which taxes will be your responsibility; (4) any merchandise or services you purchase, or for any direct, indirect or consequential damages with respect to the use of your Account. In any event, any liability that Credit One Bank may have to you in connection with the Program shall be limited to the amount of any cash back rewards you have earned in this Program. The Program and cash back rewards are void or limited where prohibited or restricted, respectively, by federal, state or local law.

American Express is a federally registered service mark of American Express. This credit card program is issued and administered by Credit One Bank, N.A., pursuant to a license from American Express.

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# *CARD AGREEMENT*

## ***Pricing Summary***

| Interest Rates and Interest Charges | |
|---|---|
| **ANNUAL PERCENTAGE RATE (APR) for Purchases** | **29.74%**<br>This APR will vary with the market based on the Prime Rate. |
| **ANNUAL PERCENTAGE RATE (APR) for Balance Transfers** | **29.74%**<br>This APR will vary with the market based on the Prime Rate. |
| **ANNUAL PERCENTAGE RATE (APR) for Cash Advances** | **31.74%**<br>This APR will vary with the market based on the Prime Rate. |
| **Paying Interest** | Your due date is at least 24 days after the close of each billing cycle. We will not charge you any interest on Purchases if you pay your entire balance by the due date each month. We will begin charging interest on Cash Advances and Balance Transfers from the posting date. |
| **Minimum Interest Charge** | If you are charged interest, the charge will be no less than $1.00. |
| **For Credit Card Tips from the Consumer Financial Protection Bureau** | **To learn more about factors to consider when applying for or using a credit card, visit the website of the Consumer Financial Protection Bureau at http://www.consumerfinance.gov/learnmore.** |
| **Fees** | |
| **Annual Fee** | **$39** |
| **Transaction Fees**<br>• Balance Transfer<br>• Cash Advance<br>• Foreign Transaction | <br>Either **$5** or **8%** of the amount of each Balance Transfer, whichever is greater.<br>Either **$5** or **8%** of the amount of each Cash Advance, whichever is greater.<br>Either **$1** or **3%** of the amount of each purchase in U.S. dollars, whichever is greater. |
| **Penalty Fees**<br>• Late Payment<br>• Returned Payment | <br>Up to **$39***<br>Up to **$39**** |

**How We Will Calculate Your Balance:** We use a method called "average daily balance (including new Purchases)." See your Card Agreement for more details.

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

***Late Payment Fee:** We will charge the maximum safe harbor amount, which is set annually in accordance with 12 C.F.R. 1026.52(b)(1)(ii)(D). Currently the fee is $29, unless you incurred a Late Payment Fee during the prior six billing cycles. If you did, the fee is currently $39. This fee will not exceed the related Minimum Payment that was due. We charge a Late Payment Fee to your Account if at least the Amount Due This Period (less any

Late Payment Fee for the current billing cycle) plus any Past Due Amount is not received by 5:00 p.m. PT on the Payment Due Date shown on your statement.

****Returned Payment Fee:** We will charge the maximum safe harbor amount, which is set annually in accordance with 12 C.F.R. 1026.52(b)(1)(ii)(D). If a payment is not honored upon first presentment, even if the payment is later honored, a Returned Payment Fee will be charged to your Account. Currently, the fee is $29, unless you incurred a Returned Payment Fee in the prior six billing cycles. If you did, the fee is currently $39. This fee will not exceed the related Minimum Payment that was due.

**Additional Rate Information:** The Purchase and Balance Transfer APR equals the Prime Rate plus a margin of 22.99%. This corresponds to a monthly periodic rate of 2.47833%. The Cash Advance APR equals the Prime Rate plus a margin of 24.99%. This corresponds to a monthly periodic rate of 2.64500%.

**Minimum Payments:** 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 the sum of:

- 5% of your outstanding balance, rounded up to the next whole dollar, or $30, whichever is greater;
- any Late Payment Fee for the current billing cycle;
- and any Past Due Amount (excluding any past due Late Payment Fees).

## ***The Agreement***

This Agreement, together with the Pricing Summary, is your contract with us.

**Accepting this Agreement:** You accept this Agreement when you use the Account. You may still reject this Agreement if you have not yet used the Card, used the Account, or paid a fee after receiving a billing statement. To reject the Agreement, call us at 866-515-5721 or write us at Bank Card Center, P.O. Box 95516, Las Vegas, NV 89193-5516. If you reject the Agreement, you are not responsible for any fees or charges.

**Arbitration:** This Agreement includes an Arbitration Provision with class action and jury trial waivers. You can reject the Arbitration Provision. See "How to REJECT this agreement to arbitrate" in the Arbitration section. If you do not, it will be part of this Agreement.

**Promise to Pay:** You agree to pay us for all amounts due on your Account, including credit for Purchases, Balance Transfers, and Cash Advances, as well as interest charges and fees. This includes charges made by Additional Cardholders and other Authorized Users.

## ***Definitions***

**Account** means the Credit One Bank card account under this Agreement.

**Authorized User** means any person you allow to use your Account or Card, including Additional Cardholders. If the Authorized User has been issued a Card and you want to terminate the Authorized User, you must notify us by telephone or in writing.

**Balance Transfer** means a transaction we designate that allows you to use your Account to pay another creditor or yourself. Balance Transfers cannot be used to pay us or our affiliates. A Balance Transfer will be subject to the terms of the Balance Transfer offer and this Agreement.

**Card** refers to one or more cards or access devices, including your Account number, that we give you or someone else with your authorization to get credit under this Agreement.

**Cardholder** refers to each person with a card issued in their name.

**Cash Advance** means the use of your Account to obtain funds at a financial institution or the use of a Convenience Check.

**Convenience Check** means a check we issue to you to take a Cash Advance. You may not use these checks to pay us or our affiliates.

**Purchase** means the use of the Account to obtain goods or services.

**Prime Rate** means the highest U.S. Prime Rate in the Money Rates section of The Wall Street Journal on the 25th day of the month, or the next day if that day is not a publication day. If The Wall Street Journal does not publish the U.S. Prime Rate, we may substitute another index.

**we**, **us**, **our**, and **Credit One Bank** refer to Credit One Bank, N.A., the issuer of your Card.

**you**, and **your** refer to each person who has applied for the Account and where appropriate, the Authorized User.

## *Features and Use of Your Account*

**Using Your Card:** You may make Purchases wherever the Card is accepted. You may use the Account to obtain Cash Advances, but you may not make more than two Cash Advance transactions per day which may not exceed the lower of your available credit for cash or $200. You may use the Account only for personal, family, or household purposes, and if your Account is used for any other purpose you are still responsible for such use. You may not use the Account for business or commercial purposes. The Account may not be used for online or internet gambling or illegal purposes.

**Your Credit Limit:** We will tell you your credit limit. Keep your Account balance below your credit limit. If you do not, you must still pay us. We may designate part of your credit limit as a Cash Advance limit and part as a Balance Transfer limit. We may change your credit limit(s) at any time, without notice. You may use a portion of your credit limit for Cash Advances and Balance Transfers. Each Purchase, Cash Advance, and Balance Transfer obtained will reduce the amount of available credit under your credit limit until it is repaid. We may delay increasing your available credit by the amount of any payment that we receive for up to 12 calendar days.

**Credit Limit Increase:** To request a credit limit increase contact the Customer Service number on your statement. We may impose a fee for processing the request.

**Credit Authorizations:** We may decline to authorize a transaction for any reason. We will not be liable to you if we decline a transaction or if anyone refuses any use of your Card.

**Automatic Billing:** You may set up automatic billing with a merchant. You authorize us to provide an updated Account number or Card expiration date to any merchant at our discretion. Contact the merchant to stop automatic billing.

**Joint Accounts:** If this is a joint account, each of you is responsible individually and together for all amounts owed. Each of you is responsible even if the Account is used by only one of you. You will continue to be liable for the entire balance of the Account, even if your co-applicant is ordered by a court to pay us. You will remain liable to us if your co-applicant fails to pay as ordered by the court. Your Account status will continue to be reported to the credit reporting agencies under each of your names. The delivery of notices or billing statements to either of you serves as delivery to each of you. We may rely on instructions given by either of you. We are not liable to either of you for relying upon such instructions.

**Electronic Access:** Applications (apps) on electronic devices (such as mobile wallets) can store your Card and can be used to get credit under this Agreement. Such transactions are covered by this Agreement. Apps may have separate terms of use. We are not responsible if you violate those terms or for any consequences from violating those terms.

**Additional Cardholder:** At your request, we may, at our discretion, issue, in the name of another person, an additional Card on your Account. That person is an Additional Cardholder, as well as an Authorized User. An Additional Cardholder has access to certain Account information including balance, available credit and payment information. If you advise us that the Additional Cardholder is your spouse, information regarding the Account will be provided to consumer reporting agencies in your name as well as in the name of the Additional Cardholder. By requesting that we add an Additional Cardholder to your Account, you represent that you (1) have the consent of the Additional Cardholder to be added to the Account, (2) have provided a copy of this Agreement to the Additional Cardholder, and (3) if the Additional Cardholder is your spouse, you have told the Additional Cardholder that Credit One Bank will furnish credit information about them to the credit reporting agencies in connection with the Account. The Additional Cardholder may report the Card lost or stolen and may remove him or herself from the Account.

## *Interest Rates and Interest Changes*

**Annual Percentage Rates (APRs):** See the Pricing Summary for your APRs. The APR for Balance Transfers will be the same as the APR for standard Purchases, unless a promotional rate applies.

**Variable Rates:** Your Pricing Summary indicates whether you have any variable APRs. Variable APRs are determined by adding to the Prime Rate the number of percentage points ("margin") specified in the Pricing Summary. Variable APRs will increase or decrease when the Prime Rate changes. The APR change will take effect beginning with billing cycles that end on or after the first day of the month after the month in which the Prime Rate changes. An increase in the APR will increase your interest charges and may increase your Minimum Payment Due.

**Average Daily Balance Method (including new transactions):** We calculate interest each billing cycle by first figuring the "average daily balance" for each type of balance. Standard Purchases, standard Cash Advances, standard Balance Transfers, and each promotional offer, are all types of balances.

For each type of balance, for each billing cycle, we start with the balance on the last day of your previous billing cycle. We subtract any unpaid interest. This is the beginning balance each day. Each day of the billing cycle we subtract any new payments and credits applied to that type of balance. We

add any new transactions and fees for that type of balance. We add Purchases, Cash Advances, and Balance Transfers on the post date. We add transaction fees on promotional rate and non-promotional rate Balance Transfers to the same type of balance as the transaction. We add all other fees to the standard Purchase balance. This gives us the daily balance for that type of balance, except that if the daily balance is negative, we treat it as zero. We then add up all of the daily balances and divide by the number of days in the billing cycle. This gives us the "average daily balance" for that type of balance. We multiply the average daily balance by the applicable monthly periodic rate (the APR divided by 12). This gives us the interest charged for that type of balance for that billing cycle. This interest is included in the Account balance on the last day of the billing cycle. The results for all types of balances are then added together to determine the total interest charged that billing cycle.

**When Interest Begins:** We begin to impose interest on a transaction or fee from the day we add it to the daily balance. We continue to impose interest 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 billing statement by the Payment Due Date shown on that billing statement, we will not impose interest on new Purchases paid by the Payment Due Date on your current billing statement. The Payment Due Date will be at least 24 days after the close of the billing cycle. If you have been paying your Account balance in full and thereby avoiding interest on Purchases, but then do not pay the next New Statement Balance in full by the Payment Due Date, in that billing cycle we will start charging interest on the unpaid portion of your balance.

## ***Fees***

See the Pricing Summary for additional Fee information.

**Annual Fee:** If your Account is subject to an Annual Fee, the amount and when it is billed is shown on the Pricing Summary. The Annual Fee is billed to the Account until the Account is closed and the outstanding balance is paid in full. The Annual Fee is refundable as long as you cancel your Account and have not used your card for any Purchases, Cash Advances, or Balance Transfers and you have not made a payment.

**Credit Limit Increase Fee:** If a fee is imposed for processing a Credit Limit increase request, we will tell you the amount of the fee at the time of your request and before you agree to it.

**Foreign Transaction Fee:** We add this fee, unless "None" is stated in the Pricing Summary table, for each purchase made outside the U.S. (A purchase is made outside the U.S. unless it is made with a U.S. merchant, processed completely in the U.S., and in U.S. dollars.) The fee is a percentage of the U.S. dollar amount of the purchase.

**Optional Express Payment Service Fee:** If a representative of ours helps expedite your payment, we may impose an Express Payment fee. You will be informed of the amount of the fee before you complete the transaction.

**Duplicate Statement Fee:** If you request a duplicate copy of a monthly statement, for any purpose other than to assert a billing error, you will be charged a fee of up to $10 for each statement copy requested.

**Sales Slip Request Fee:** If you request a copy of a sales slip, for any purpose other than to resolve a dispute about the charges on your Account, you will be charged a fee of $6 for each sales slip copy requested.

**Replacement Card Fee:** If you request a replacement card, a Replacement Card Fee of up to $25 may be charged to your Account.

## ***Payments***

**Minimum Payment Due:** See the Pricing Summary for the minimum payment requirements.

**Small Balances:** As it is uneconomical for both you and us to process payments or maintain credits that are $1 or less in amount, you agree as follows: (1) In any billing cycle in which you have had no transactions and your New Balance on the billing date is $1 or less, the balance will be rounded to zero and you will not receive a bill for this amount. (2) In the event that you have a credit balance of $1 or less for two consecutive billing cycles, the balance will be rounded to zero and you will not receive a refund of this amount.

**Payment Instructions:** You must pay us in U.S. dollars, in funds on deposit in the U.S. 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.

**Irregular Payments:** Any payment submitted in offer of settlement of a disputed debt, including any item containing a notation such as "paid in full," and any other item with a restrictive endorsement, must be sent to: Credit One Bank, P.O. Box 95516, Las Vegas, NV 89193-5516. We can accept

late payments, partial payments, and checks or other items with restrictive endorsements at any other address without losing any of our rights under this Agreement.

**Postdated Checks:** You agree that we need not examine any payment check to confirm that it is not postdated and that we may deposit any postdated check on the day we receive it.

**Payment Allocation:** We apply payments up to the Minimum Payment Due and credits at our discretion, which may result in balances at lower APRs being paid first and higher interest charges. Payments over the Minimum Payment Due will be applied to balances with higher APRs first.

## ***Collecting, Sharing, and Updating Information***

**Customer Privacy:** We send you our Privacy Policy when you open your Account and thereafter in accordance with applicable law. 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. You accept the terms of our Privacy Policy when you use the Account. Contact us or visit CreditOne.com if you would like a copy.

**Information About You:** You authorize us to obtain and/or use information about you from third parties and credit reporting agencies to: (1) verify your identity and/or conduct investigative inquiries; (2) determine your income and credit eligibility; (3) review your Account and provide renewal of credit; (4) verify your current credit standing in order to present future credit limit increases or decreases; (5) qualify you for and present additional lines of credit or other offers; and (6) collect amounts owing on your Account. Upon request, we will tell you the name and address of any credit reporting agency that provided us with information concerning you.

**Furnishing Information:** We may furnish information concerning your Account or credit file to consumer reporting agencies and others who may properly receive that information. If you believe that information we furnished is inaccurate or incomplete, please write us at Credit One Bank, P. O. Box 98873, Las Vegas, NV 89193-8873. Please include your name, address, home phone number and Account number.

**Telephone Calls, Text Messages and Emails Regarding Your Account:** You are providing express written permission and consent authorizing Credit One Bank and our agents, servicers, contractors, subsidiaries, affiliates, officers, and other partners and employees to contact you at any phone number (including mobile, cellular/wireless, or similar devices) or email address you provide at any time, for any lawful purpose. The ways in which we may contact you include live operator, dialing system, automatic telephone dialing systems (auto-dialer), prerecorded and artificial voice message, text/SMS message or email. Phone numbers and email addresses you provide include those you give to us, those from which you, or someone acting on your behalf, contact us or which we obtain through other means. If you provide a phone number for which you are not the owner, you confirm you are authorized to provide that number. Such lawful purposes include, but are not limited to: obtaining information; activation of the card for verification and identification purposes; account transactions or servicing related matters; suspected fraud or identity theft; collection on the Account; and providing information about special products and services. You agree to pay any fee(s) or charge(s) that you may incur for incoming communications from us or outgoing communications to us, to or from any such number or email address, without reimbursement from us.

**Communication Revocation:** You may revoke your authorization for most communications. However, you cannot revoke authorization for fraud related communications or legally required communications. To change your communication preferences or to revoke consent you must write us. Please:

- include your name, mailing address, and the last four digits of your Account number;
- specify whether you are changing your preferences regarding mail, telephone calls, emails, and/or text or SMS messages;
- provide the specific phone number(s) and/or email address for which you are requesting communications to cease;
- send this written notice to: Credit One Bank, P.O. Box 98873, Las Vegas, NV 89193-8873.

Certain communication preferences can be changed on-line. Please log in to your Account to see if that option is available.

**Telephone Monitoring:** You agree that we (and our servicers, agents and contractors) may monitor and record any calls between you and us.

**Updating Your Phone Number:** Notify us immediately if you change mobile or cell phone numbers or plan to give your phone to someone else. It is your responsibility to provide us with a true, accurate and complete mobile number and to maintain and update promptly any changes in this information. You can update your mobile number by calling us at the phone number on the back of your Card.

**Indemnification:** If you provide telephone number(s) for which you are not the subscriber, or fail to notify us when you cease to be the subscriber for a telephone number you previously gave us, you agree to indemnify us, our subsidiaries, affiliates, officers, agents, servicers, contractors, and other partners and employees for any costs and expenses, including reasonable attorneys' fees, incurred as a result of us contacting or attempting to contact you at the number(s). Your obligation under this paragraph shall survive termination of the Agreement.

## *Account Closure*

**Default:** You are in default under this Agreement if (1) bankruptcy or another insolvency proceeding is filed by or against you; (2) we reasonably believe you are unable or unwilling to repay us; (3) you die or are legally incompetent or incapacitated; (4) you fail to comply with the terms of this Agreement, including failing to make a required payment when due, exceeding your credit limit or using your Card or Account for an illegal transaction; (5) you give us misleading, false, incomplete or incorrect information or fail to give us any information we deem necessary; or (6) if you no longer permanently reside in the United States or its territories. If you are in default, we may declare the entire Account balance immediately due and payable without advance 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.

**Closing Your Account:** You may close your Account at any time. You will remain responsible for any amount you owe us under this Agreement. Any joint Cardholder may cancel a joint Account. However, both of you will remain responsible for paying all amounts owed. If your Account is subject to an Annual Fee, the fee will continue to be charged until you pay your outstanding balance in full.

We may cancel, suspend or not renew your Card, Account, or access to the credit line at any time and for any reason without notice. If your Account is closed by us, the Annual Fee will continue to be charged until you pay your outstanding balance in full.

However, when your Account is closed, if there is: (1) a debit balance of $1 or less, that balance will be rounded to zero and you will not be required to pay this amount; or (2) a credit balance of $1 or less, that balance will be rounded to zero and this amount will not be refunded to you. The rounding to zero may occur after your closing statement cycles, and you may not receive a statement reflecting the rounding.

## *Arbitration Agreement*

**PLEASE READ CAREFULLY—IMPORTANT—AFFECTS YOUR LEGAL RIGHTS**

This agreement to arbitrate provides that you or we can require controversies or disputes between us to be resolved by BINDING ARBITRATION. You have the right to REJECT this agreement to arbitrate by using the procedure explained below.

If you do not reject this agreement to arbitrate, you GIVE UP YOUR RIGHT TO GO TO COURT and controversies or disputes between us will be resolved by a NEUTRAL ARBITRATOR INSTEAD OF A JUDGE OR JURY, using rules that are simpler and more limited than in a court. Arbitrator decisions are subject to VERY LIMITED REVIEW BY A COURT. Arbitration will proceed INDIVIDUALLY— CLASS ACTIONS AND SIMILAR PROCEDURES WILL NOT BE AVAILABLE TO YOU.

**Agreement to Arbitrate:** You and we agree that either you or we may, without the other's consent, require that controversies or disputes between you and us (all of which are called "Claims"), be submitted to mandatory, binding arbitration. This agreement to arbitrate is made pursuant to a transaction involving interstate commerce, and shall be governed by, and enforceable under, the Federal Arbitration Act (the "FAA"), 9 U.S.C. §1 et seq., and (to the extent State law is applicable), the laws of the State of Nevada.

For purposes of this agreement to arbitrate, "you" includes you, any co-applicant, any Authorized User (including Additional Cardholders), or anyone else connected with you or claiming through you; and "we" or "us" includes Credit One Bank, N.A., all of its parents, subsidiaries, affiliates, successors, predecessors, employees, and related persons or entities, and all third parties who are regarded as agents or representatives of us in connection with the subject matter of the claim or dispute at issue.

**Covered Claims:** Claims subject to arbitration include, but are not limited to, any controversies or disputes arising from or relating in any way to your Account; any transactions involving your Account; any disclosures made to you concerning your Account; any interest, charges, or fees assessed on your Account; any service(s) or programs related to your Account; and, if permitted by the rules of the arbitration forum, any collection of debt related to your Account. Claims also include controversies or disputes arising from or relating in any way to advertising, solicitations, or any application for, approval of, or establishment of your Account. Claims subject to arbitration include any controversies or disputes based on any theory of law, whether contract, tort, statute, regulation, common law, or equity, or whether they seek legal or equitable remedies. All Claims are subject to arbitration whether they arose in the past, may currently exist, or may arise in the future. Arbitration will apply even if your Account is closed, you pay us in full any outstanding debt you owe, or you file for bankruptcy. Also, controversies or disputes about the validity, enforceability, coverage, meaning, or scope of this agreement to arbitrate or any part thereof are subject to arbitration and are for the arbitrator to decide. Any questions about what Claims are subject to arbitration shall be resolved by interpreting this agreement to arbitrate in the broadest way the law will allow it to be enforced.

**Claims Not Covered:** Claims (whether brought initially or by counter or cross-claim) are not subject to arbitration if they are filed by you or us in a small claims court, so long as the case remains in such court and only individual claims for relief are advanced in the case.

**No Class Arbitration or Consolidation or Joinder of Parties:** Class actions and other similar procedures in which individuals seek to represent similarly situated individuals or seek relief on behalf of the general public, and consolidation or joinder of Claims (except for claimants on the same account), are NOT available under this agreement to arbitrate. Claims in arbitration will proceed on an INDIVIDUAL basis only:

> UNLESS YOU REJECT THIS AGREEMENT TO ARBITRATE, YOU AND WE WAIVE THE RIGHT TO ASSERT OR PARTICIPATE IN A CLASS ACTION OR ANY REPRESENTATIVE OR CONSOLIDATED PROCEEDING IN COURT OR IN ARBITRATION.

The arbitrator shall have no authority to entertain any Claim as a class action or private attorney general action or on any other similar representative basis, nor shall the arbitrator have any authority to consolidate or join Claims brought by separate claimants (except for claimants on the same account). This also means that the arbitrator 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.†

†**Notice to California Account Holders:** This agreement to arbitrate shall not be construed to prevent you from seeking in the arbitration the remedy of public injunctive relief if (a) you reside in California, (b) you resided in California at the time you entered into this agreement to arbitrate, or (iii) the billing address for your Account is a California address (hereafter, "California Account Holder").

**Initiation of Arbitration:** The arbitration shall be administered by the American Arbitration Association ("AAA") before a single arbitrator under the AAA's Consumer Arbitration Rules, or by a mutually agreeable administrator, before a single arbitrator, as modified by this arbitration provision. Information about the arbitration process for AAA can be obtained from the AAA at www.adr.org. The arbitrator shall be selected from the AAA (or mutually agreeable administrator) panel of neutrals then active on the roster maintained by the AAA (or mutually agreeable administrator) office located in the city of or nearest to your billing address and, unless otherwise mutually agreed, the arbitrator shall be a retired federal judge, a retired state appellate judge, a retired state trial judge, or a lawyer with at least 15 years of experience in that order of preference.

In the event that the AAA or mutually agreeable administrator is unable or unwilling 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).

**Arbitration Procedures and Applicable Law; Offer of Settlement:** Unlike a lawsuit in state or federal court, arbitration is conducted by a private organization that specializes in alternative dispute resolution. Disputes in arbitration are decided by a neutral arbitrator instead of a judge or jury. You may represent yourself in arbitration, or you may be represented by a lawyer.

Under this agreement to arbitrate, a single arbitrator designated by the arbitration administrator will decide the Claim under applicable law. The arbitrator is bound by the terms of this agreement to arbitrate. The AAA or mutually agreeable administrator will apply its code of procedures in effect at the time the arbitration claim is filed. If there is a conflict between that code of procedures and this arbitration provision and/or any sections of this Card Agreement, this arbitration provision and/or this Card Agreement will control. The arbitrator will honor all claims of privilege recognized by law. Subject to the prohibition on class, representative, and consolidation procedures set forth above, the arbitrator will have the power to award to a party any damages or other relief (including relief in equity) provided for under applicable law. That is, a party will be entitled to recover in arbitration any damages or other relief that it could recover if it prevailed in a court proceeding. An arbitrator's award shall consist of a written statement setting forth the disposition of each Claim. At the request of any party, the arbitrator shall also set forth a written explanation of the essential findings and conclusions on which the award is based. An arbitration award shall decide the rights and obligations only of the parties named in the arbitration, and shall not have any bearing on another person or dispute.

If your Claim is for $10,000 or less, you may choose whether the arbitration will be conducted solely on the basis of documents, in a telephonic hearing, or in an in-person hearing.

Any in-person hearing will take place in the federal judicial district that includes your billing address at the time the Claim is filed, unless the parties agree to a different place.

**The Arbitrator's Decision:** The arbitrator's decision will be final and binding on the parties. A party can file a written appeal to the arbitration administrator within thirty (30) days after an award is issued. The appeal will proceed before a panel of three neutral arbitrators designated by the same arbitration administrator. The panel will decide anew all factual and legal issues, following the same rules of procedure, by majority vote any aspect of the original decision objected to. The costs of such an appeal will be borne in accordance with the below paragraph entitled "Fees and Costs". Any review by a court shall be governed by the Federal Arbitration Act. Any final arbitration award will be binding on the named parties and enforceable by any court having jurisdiction.

**Fees and Costs:** We will pay any costs that are required to be paid by us under the arbitration administrator's rules of procedure. If you file the arbitration, you will pay your share of the initial filing fee, unless you seek and qualify for a fee waiver under the applicable rules of the arbitration

administrator. The party filing an appeal shall be responsible for all filing fees and costs of the appeal unless prohibited by administrator's rules of procedure. All parties are responsible for their own attorney's fees, expert fees and any other expenses, unless the arbitrator awards such fees or expenses to you or us if allowed by applicable law.

**Other Parties Subject to this Agreement to Arbitrate:** In addition to you and us, the rights and duties described in this agreement to arbitrate apply to: any third party co-defendant of a claim subject to this arbitration provision; all joint account holders, Additional Cardholders, and Authorized Users of your Account(s).

**How to REJECT this Agreement to Arbitrate:** You can reject this agreement to arbitrate but only if we receive from you a written notice of rejection within 45 days after it was first provided to you. To reject this agreement to arbitrate you must send the notice of rejection to: Credit One Bank, Attention: Arbitration Opt Out, P. O. Box 98873, Las Vegas, NV 89193-8873. Rejection notices sent to any other address will not be accepted or effective. If you decide to reject this agreement to arbitrate in writing, your notice must state that you reject this agreement to arbitrate and include your name, address, account number, and personal signature. Rejection of arbitration will not affect your other rights or responsibilities under this Card Agreement.

**Survival, Severability, and Amendment of Terms:**
*Survival.* This agreement to arbitrate shall survive changes in the Agreement and termination of the Account or the relationship between you and us, including the bankruptcy of any party and any transfer or sale of your Account, or amounts owed on your Account, to another person or entity.
*Severability.* If any part or parts of your agreement to arbitrate are declared unenforceable, then such specific part or parts shall be of no force or effect and shall be severed, but the remainder of this agreement to arbitrate shall continue in full force and effect. If, however, the entire agreement to arbitrate or your waiver of the right to bring or participate in a class or representative action or in consolidation procedures is unenforceable, then the agreement to arbitrate shall be of no force or effect. Notwithstanding the preceding sentence, with respect to California Account Holders, if arbitration is unenforceable, in whole or in part, you and we agree to resolve any Claim by a judicial reference proceeding as described above.
*Amendment in Writing Only.* This agreement to arbitrate may not be amended, severed, or waived, except as expressly provided in the Agreement or in a written agreement between you and us.

## *Other Information*

**Transactions in Foreign Currencies:** If you make a transaction at a merchant that settles in a currency other than U.S. dollars, Mastercard International Incorporated or Visa Incorporated will convert that charge into a U.S. Dollar amount. That conversion will be done at a rate selected by Mastercard or Visa from the range of rates available in wholesale currency markets for the applicable central processing date, which rate may vary from the rate Mastercard or Visa itself receives, or the government-mandated rate in effect for the applicable central processing date. The currency conversion rate used on the processing date may differ from the rate that would have been used on the purchase date or on the date the transaction is posted to your Account. You agree to pay the converted amount, including any charges for the conversion that may be imposed as described above.

**Changes to Your Agreement:** The rates, fees and terms of this Agreement may change and we may add or delete any term to this Agreement, consistent with applicable law. We will give you advance written notice of these changes and a right to reject the change, if required by law.

**Unauthorized Use:** Notify us immediately if your Card is lost or stolen or you suspect that someone is using your Card or Account without your permission.

**Assignment:** We may assign any or all of our rights and obligations under this Agreement. You may not assign any of your rights or obligations under this Agreement.

**No Waiver:** We will not lose our rights under this Agreement because we delay or do not enforce them.

**Governing Law:** This Agreement is governed by and interpreted in accordance with the laws applicable to national banks, and, where no such laws apply, by the laws of the State of Nevada, excluding the conflicts of law provisions thereof, regardless of your state of residence.

**Conformance with Law; Severability:** If any part of this Agreement conflicts with applicable law, that provision will be considered modified to conform to applicable law. If any part of this Agreement is invalid, the rest shall remain in effect, except as otherwise noted in the Arbitration Provision.

## *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 the Billing Inquiries address on the statement.

In your letter, give us the following information:

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

You must contact us:

- Within 60 days after the error appeared on your statement.
- At least 3 business days before an automated payment is scheduled, if you want to stop payment on the amount you think is wrong.

You must notify us of any potential errors in writing. You may call us, but if you do we are not required to investigate any potential errors and you may have to pay the amount in question.

**What Will Happen After We Receive Your Letter**

When we receive your letter, we must do two things:

1. Within 30 days of receiving your letter, we must tell you that we received your letter. We will also tell you if we have already corrected the error.
2. Within 90 days of receiving your letter, we must either correct the error or explain to you why we believe the bill is correct.

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

- We cannot try to collect the amount in question, or report you as delinquent on that amount.
- The charge in question may remain on your statement, and we may continue to charge you interest on that amount.
- While you do not have to pay the amount in question, you are responsible for the remainder of your balance.
- We can apply any unpaid amount against your credit limit.

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

*If we made a mistake:* You will not have to pay the amount in question or any interest or other fees related to that amount.

*If we do not believe there was a mistake:* You will have to pay the amount in question, along with applicable interest and fees. We will send you a statement of the amount you owe and the date payment is due. We may then report you as delinquent if you do not pay the amount we think you owe.

If you receive our explanation but still believe your bill is wrong, you must write to us within 10 days telling us that you still refuse to pay. If you do so, we cannot report you as delinquent without also reporting that you are questioning your bill. We must tell you the name of anyone to whom we reported you as delinquent, and we must let those organizations know when the matter has been settled between us.

If we do not follow all of the rules above, you do not have to pay the first $50.00 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 $50.00. (Note: Neither of these are necessary if your purchase was based on an advertisement we mailed to you, or if we own or operate the company that sold you the goods or services.)
2. You must have used your credit card for the purchase. Purchases made with cash advances from an ATM or with a check that accesses your credit card account do not qualify.
3. You must not yet have fully paid for the purchase.

If all of the criteria above are met and you are still dissatisfied with the purchase, contact us in writing at the Billing Inquiries address shown on your statement.

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

## ***Rewards Program Supplement***

This document ("Supplement") describes the terms and conditions of the Credit One Bank Cash Back Rewards Program ("Program") and supplements the Card Agreement that governs your credit card account issued by Credit One Bank, N.A. (the "Account"). By using the Account, you agree to participate in the Program. Your participation is subject to the terms of the Card Agreement, including the arbitration agreement, if applicable, and this Supplement. In the event of a conflict between the Card Agreement and this Supplement, with respect to matters relating to the Program, this Supplement controls.

**Earning Cash Back Rewards:** You earn cash back rewards for Purchases using your Account minus returns, refunds, disputed charges and fraudulent transactions ("Net Eligible Purchases") equal to 1% in the following categories:

- gasoline (Service Stations, Automated Fuel Dispensers, Petroleum and Petroleum Products, Marinas and Marine Services),
- grocery (Grocery Stores and Supermarkets, Freezer and Meat Provisioners, Miscellaneous Food Stores – Convenience Stores and Specialty Markets. Grocery Purchases do not include Purchases at superstores, at stores that sell groceries and other products like drugstores; or at smaller stores like bakeries, candy, nut or confection stores),
- mobile phone service (Telecommunication Equipment and Telephone Sales, Telecommunication Services, including Local and Long-Distance Calls, Credit Card Calls, Calls Through Use of Magnetic-Stripe-Reading Telephones, and Fax Services), and
- internet, cable and satellite TV subscription services (Cable, Satellite and Other Pay Television/Radio/Streaming Services, Computer Network/Information Services).

**Purchases That Are Not Eligible:** Purchases from the following types of merchants are not eligible for cash back rewards:

- oil, propane, home heating companies,
- PayPal,
- warehouse clubs (including but not limited to Sam's Club, Costco, and BJ's),
- discount supercenters (including but not limited to Walmart® and Target®).

You do not earn cash back rewards on Cash Advances, Balance Transfers, interest, fees, and other charges. If your Account is in default, as defined in your Card Agreement, at the time the cash back rewards are to be posted to your Account, you WILL NOT receive the applicable credit. Cash back rewards have no cash value; however, when redeemed in accordance with the Program have a redemption value. See "**Redeeming Cash Back Rewards**" below. Cash back rewards may not be transferred to any other person including through such events as inheritance, bankruptcy, or divorce.

Earning and accruing cash back rewards is not limited as long as your Account is in good standing, and you may have a negative cash back rewards balance (because of returns and other post transaction actions). If your Account has a negative cash back rewards balance, any newly earned cash back rewards will be used to offset that negative balance until that balance has been brought to zero. As long as your Account is in good standing, your cash back rewards do not expire. Cash back rewards are forfeited 90 days after your Account is closed by you or us. If we find evidence of misuse, fraud or the Account is in default, as defined in your Card Agreement, no redemptions of your cash back rewards, automatic or manual, will be permitted; provided that if your Account is closed because of nonpayment, you will have 90 days to redeem any cash back rewards from the date the notice is sent to you. See "**Redeeming Cash Back Rewards**." Cash back rewards from separate accounts cannot be combined. Authorized Users earn cash back rewards on the Account, but only the primary Cardholder may redeem cash back rewards.

**Merchant Categories:** Merchants who accept credit cards are assigned a merchant code, which is determined by the merchant or its processor in accordance with the applicable credit card network's procedures based on the kinds of products and services they primarily sell. We have no control over merchant codes. Please note:

- We make every effort to include all relevant merchant codes in our cash back rewards categories. However, even though a merchant or some of the items that it sells may appear to fit within a cash back rewards category, the merchant may not have a merchant code in that category or may not use an eligible merchant code. When this occurs, Purchases with that merchant will not qualify for cash back rewards on purchases in that category.
- A merchant with more than one location may submit Purchases using different codes, including codes that are not eligible under this Program. This means that Purchases from the same merchant at a different location may result in no cash back rewards. Purchases made without an eligible code WILL NOT qualify for cash back rewards.
- Purchases submitted by you, an authorized user, or the merchant through third-party payment accounts, mobile or wireless card readers, online or mobile digital wallets, or similar technology will not qualify in a cash back rewards category if the technology is not set up to process the purchase in that cash back rewards category.

**Redeeming Cash Back Rewards:** Cash back rewards may be redeemed automatically ("Automatic Redemption") only for statement credits; or redeemed manually ("Manual Redemption"), for statement credits, gift cards, or other goods or services. You can switch between Automatic and Manual Redemption, but in order to do so, you must have an online Account that you can access via CreditOneBank.com or the Credit One Bank Mobile App. All cash back rewards redemptions are subject to terms and conditions set forth in this Supplement and at https://www.creditonebank.com/rewardsredemptionterms.

- Manual Redemption: Upon Account opening, your Account will be set to Manual Redemption. Cash back rewards will post to your Account within thirty-seven days after a Net Eligible Purchase posts to your Account. The amount of cash back rewards you need to redeem for consumer goods and services will be determined at redemption and may change without notice. The most up-to-date amount of cash back rewards you have available to redeem (which reflects any adjustments, transfers, or redemptions) is available online or by calling the customer service number and may differ from the available cash back rewards shown on your last monthly billing statement.

- Automatic Redemption: Cash back rewards may be redeemed automatically as statement credits. To do so, you must change your redemption setting from Manual Redemption to Automatic Redemption. If you switch from Manual to Automatic Redemption, any cash back reward balance accrued while your Account has a Manual Redemption setting will be applied to your Account as a statement credit in any month your redemption setting is set to Automatic Redemption as of 3:00 p.m. Central Time on the first day of the month. We will post a statement credit to your Account within thirty-seven days after the end of the month based on the Net Eligible Purchases posted to your Account from the first day to the last day of the current month. You will receive an automatic rewards credit on each statement that has at least one Net Eligible Purchase.

**Feedback:** If you send or transmit any communications, comments, questions, suggestions, or related materials, whether by letter, e-mail, telephone, or otherwise (Feedback), suggesting or recommending changes to the Program or how cash back rewards are fulfilled, including, without limitation, new features or functionality, you grant us and any of our vendors a perpetual right to use the Feedback for our own and their own, respective internal business purposes. Further, we, our service providers, vendors, and any subcontractors disclaim any liability to you for any such use of Feedback for our or their own, respective internal business purpose.

**Consumer Goods/Services Disclaimer: BY PARTICIPATING IN THE PROGRAM, YOU ACKNOWLEDGE AND AGREE THAT CREDIT ONE BANK AND ITS VENDORS ARE ONLY PROVIDING THE PROGRAM TO EARN AND REDEEM CASH BACK REWARDS AND NOT PROVIDING CONSUMER GOODS OR SERVICES. CREDIT ONE BANK AND ITS VENDORS ARE NOT INVOLVED IN WARRANTING ANY CONSUMER GOODS OR SERVICES WHICH YOU MAY ACQUIRE UTILIZING THE PROGRAM AND REDEMPTION SERVICES. CREDIT ONE BANK AND ITS VENDORS DO NOT MAKE, AND AFFIRMATIVELY DISCLAIM, ANY AND ALL WARRANTIES, EXPRESS OR IMPLIED, WITH RESPECT TO SUCH CONSUMER GOODS OR SERVICES, INCLUDING WITHOUT LIMITATION, ANY WARRANTY OF MERCHANTABILITY, SUITABILITY FOR A PARTICULAR PURPOSE, OR AGAINST INFRINGEMENT. WARRANTIES FOR CONSUMER GOODS AND SERVICES ARE LIMITED TO THE APPLICABLE THIRD-PARTY SUPPLIER'S WARRANTIES AND RETURN POLICIES. BY PARTICIPATING IN THE PROGRAM, YOU ACKNOWLEDGE AND AGREE TO LOOK SOLELY TO THE APPLICABLE MERCHANT PROVIDING THE CONSUMER GOODS AND/OR SERVICES REDEEMED OR PURCHASED BY YOU UTILIZING THE PROGRAM FOR ANY WARRANTY, REMEDY, OBLIGATION AND/OR LIABILITY WITH RESPECT TO SUCH CONSUMER PRODUCTS AND/OR SERVICES. BY PARTICIPATING IN THE PROGRAM, YOU RELEASE CREDIT ONE BANK AND ITS VENDORS FROM ANY AND ALL LIABILITY WITH RESPECT TO SUCH CONSUMER GOODS AND SERVICES.**

**Information Disclaimer: IN THE COURSE OF PROVIDING THE PROGRAM AND REDEMPTION SERVICE FOR CONSUMER GOODS AND/OR SERVICES, CREDIT ONE BANK AND/OR ITS VENDORS MAY INTEGRATE WITH THIRD-PARTY SUPPLIERS SELECTED OR CHANGED BY CREDIT ONE BANK AND/OR ITS VENDORS, IN THEIR SOLE DISCRETION, FOR THE FULFILLMENT OF SUCH CONSUMER GOODS AND/OR SERVICES REDEEMED OR PURCHASED UTILIZING THE PROGRAM. IN ORDER TO FACILITATE FULFILLMENT OF THE CONSUMER GOODS AND SERVICES WITH THE THIRD-PARTY SUPPLIERS, CREDIT ONE BANK AND/OR ITS VENDORS MAY SEND YOUR REQUIRED PERSONAL AND OTHER INFORMATION (WHICH CAN INCLUDE, BUT IS NOT LIMITED TO FIRST NAME, LAST NAME, SHIPPING ADDRESS, PHONE NUMBER AND EMAIL ADDRESS) TO THIRD-PARTY SUPPLIERS TO FACILITATE THE PURCHASE OR REDEMPTION. BY PARTICIPATING IN THE PROGRAM AND REDEEMING CASH BACK REWARDS FOR CONSUMER GOODS OR SERVICES, YOU THEREFORE AGREE THAT CREDIT ONE BANK AND ITS VENDORS WILL NOT BE HELD RESPONSIBLE AND YOU HEREBY RELEASE CREDIT ONE BANK AND ITS VENDORS FROM ANY LIABILITY FOR YOUR INFORMATION AFTER IT IS INPUT INTO THE REDEMPTION FULFILLMENT SERVICES, FOR THE EXCLUSIVE BENEFIT OF, AND USE BY, THE THIRD-PARTY SUPPLIER, BY YOU AND CORRECTLY TRANSMITTED TO THE THIRD-PARTY SUPPLIER FOR ORDER FULFILLMENT. AFTER YOUR INFORMATION IS PLACED INTO THE REDEMPTION FULFILLMENT SERVICE, YOUR INFORMATION SHALL BE SUBJECT TO THE PRIVACY POLICY AND TERMS OF SUCH THIRD-PARTY SUPPLIER.**

**Program Restrictions:** Cash back rewards posted as a statement credit will reduce the balance on your Account but will not count as payments. You will still be required to pay at least the Minimum Payment Due as shown on your billing statement each month. You WILL NOT earn cash back rewards for Purchases made while your Account is in default as defined within your Card Agreement. This Program excludes Accounts already enrolled in a different Credit One Bank cash back or other rewards program.

**Changes:** The Program may be changed (added to, modified, or deleted) by us at any time, including without limitation changes to the definition of eligible and non-eligible purchases. We will give you prior notice to the extent required by law. Any revision may affect your ability to earn or redeem cash back rewards.

**Termination:** We may suspend or terminate the Program or your participation in the Program at any time and will give you prior notice to the extent required by law. If we suspend or terminate the Program or your participation in the Program, you will have 90 days to redeem any cash back rewards from the date the notice is sent to you. See "**Redeeming Cash Back Rewards**."

**Limited Liability:** Unless otherwise required by law, this Program, or our Card Agreement with you, we will not be liable to you or anyone making a claim on your behalf, in connection with: (1) any change or termination of the Program; (2) any loss, damage, expense or inconvenience caused by any occurrence outside of our control; (3) any taxes that you incur as a result of receiving cash back rewards, payment of which taxes will be your responsibility; (4) any merchandise or services you purchase, or for any direct, indirect or consequential damages with respect to the use of your Account. In any event, any liability that Credit One Bank may have to you in connection with the Program shall be limited to the amount of any cash back rewards you have earned in this Program. The Program and cash back rewards are void or limited where prohibited or restricted, respectively, by federal, state, or local law.

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# *CARD AGREEMENT*

## ***Pricing Summary***

| Interest Rates and Interest Charges | |
|---|---|
| **ANNUAL PERCENTAGE RATE (APR) for Purchases** | **29.74%**<br>This APR will vary with the market based on the Prime Rate. |
| **ANNUAL PERCENTAGE RATE (APR) for Balance Transfers** | **29.74%**<br>This APR will vary with the market based on the Prime Rate. |
| **ANNUAL PERCENTAGE RATE (APR) for Cash Advances** | **31.74%**<br>This APR will vary with the market based on the Prime Rate. |
| **Paying Interest** | Your due date is at least 24 days after the close of each billing cycle. We will not charge you any interest on Purchases if you pay your entire balance by the due date each month. We will begin charging interest on Cash Advances and Balance Transfers from the posting date. |
| **Minimum Interest Charge** | If you are charged interest, the charge will be no less than $1.00. |
| **For Credit Card Tips from the Consumer Financial Protection Bureau** | **To learn more about factors to consider when applying for or using a credit card, visit the website of the Consumer Financial Protection Bureau at http:// www.consumerfinance.gov/learnmore.** |
| **Fees** | |
| **Annual Fee** | **$39** |
| **Transaction Fees**<br>• Cash Advance<br>• Balance Transfer<br>• Foreign Transaction | <br>Either **$5** or **8%** of the amount of each Cash Advance, whichever is greater.<br>Either **$5** or **8%** of the amount of each Balance Transfer, whichever is greater.<br>Either **$1** or **3%** of the amount of each purchase in U.S. dollars, whichever is greater. |
| **Penalty Fees**<br>• Late Payment<br>• Returned Payment | <br>Up to **$39***<br>Up to **$39**** |

**How We Will Calculate Your Balance:** We use a method called "average daily balance (including new Purchases)." See your Card Agreement for more details.

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

***Late Payment Fee:** We will charge the maximum safe harbor amount, which is set annually in accordance with 12 C.F.R. 1026.52(b)(1)(ii)(D). Currently the fee is $29, unless you incurred a Late Payment Fee during the prior six billing cycles. If you did, the fee is currently $39. This fee will not exceed the related Minimum Payment that was due. We charge a Late Payment Fee to your Account if at least the Amount Due This Period (less any Late Payment Fee for the current billing cycle) plus any Past Due Amount is not received by 5:00 p.m. PT on the Payment Due Date shown on your statement.

****Returned Payment Fee:** We will charge the maximum safe harbor amount, which is set annually in accordance with 12 C.F.R. 1026.52(b)(1)(ii)(D). If a payment is not honored upon first presentment, even if the payment is later honored, a Returned Payment Fee will be charged to your Account. Currently, the fee is $29, unless you incurred a Returned Payment Fee in the prior six billing cycles. If you did, the fee is currently $39. This fee will not exceed the related Minimum Payment that was due.

**Additional Rate Information:** The Purchase and Balance Transfer APR equals the Prime Rate plus a margin of 22.99%. This corresponds to a monthly periodic rate of 2.47833%. The Cash Advance APR equals the Prime Rate plus a margin of 24.99%. This corresponds to a monthly periodic rate of 2.64500%.

**Minimum Payments:** 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 the sum of:

- 5% of your outstanding balance, rounded up to the next whole dollar, or $30, whichever is greater;
- any Late Payment Fee for the current billing cycle;
- and any Past Due Amount (excluding any past due Late Payment Fees).

## ***The Agreement***

This Agreement, together with the Pricing Summary, is your contract with us.

**Accepting this Agreement:** You accept this Agreement when you use the Account. You may still reject this Agreement if you have not yet used the Card, used the Account, or paid a fee after receiving a billing statement. To reject the Agreement, call us at 866-515-5721 or write us at Bank Card Center, P.O. Box 95516, Las Vegas, NV 89193-5516. If you reject the Agreement, you are not responsible for any fees or charges.

**Arbitration:** This Agreement includes an Arbitration Provision with class action and jury trial waivers. You can reject the Arbitration Provision. See "How to REJECT this agreement to arbitrate" in the Arbitration section. If you do not, it will be part of this Agreement.

**Promise to Pay:** You agree to pay us for all amounts due on your Account, including credit for Purchases, Balance Transfers, and Cash Advances, as well as interest charges and fees. This includes charges made by Additional Cardholders and other Authorized Users.

## ***Definitions***

**Account** means the Credit One Bank card account under this Agreement.

**Authorized User** means any person you allow to use your Account or Card, including Additional Cardholders. If the Authorized User has been issued a Card and you want to terminate the Authorized User, you must notify us by telephone or in writing.

**Balance Transfer** means a transaction we designate that allows you to use your Account to pay another creditor or yourself. Balance Transfers cannot be used to pay us or our affiliates. A Balance Transfer will be subject to the terms of the Balance Transfer offer and this Agreement.

**Card** refers to one or more cards or access devices, including your Account number, that we give you or someone else with your authorization to get credit under this Agreement.

**Cardholder** refers to each person with a card issued in their name.

**Cash Advance** means the use of your Account to obtain funds at a financial institution or the use of a Convenience Check.

**Convenience Check** means a check we issue to you to take a Cash Advance. You may not use these checks to pay us or our affiliates.

**Purchase** means the use of the Account to obtain goods or services.

**Prime Rate** means the highest U.S. Prime Rate in the Money Rates section of The Wall Street Journal on the 25th day of the month, or the next day if that day is not a publication day. If The Wall Street Journal does not publish the U.S. Prime Rate, we may substitute another index.

**we**, **us**, **our**, and **Credit One Bank** refer to Credit One Bank, N.A., the issuer of your Card.

**you**, and **your** refer to each person who has applied for the Account and where appropriate, the Authorized User.

## ***Features and Use of Your Account***

**Using Your Card:** You may make Purchases wherever the Card is accepted. You may use the Account to obtain Cash Advances, but you may not make more than two Cash Advance transactions per day which may not exceed the lower of your available credit for cash or $200. You may use the Account for only personal, family, or household purposes, and if your Account is used for any other purpose you are still responsible for such use. You may not use the Account for business or commercial purposes. The Account may not be used for online or internet gambling or illegal purposes.

**Your Credit Limit:** We will tell you your credit limit. Keep your Account balance below your credit limit. If you do not, you must still pay us. We may designate part of your credit limit as a Cash Advance limit and part as a Balance Transfer limit. We may change your credit limit(s) at any time, without notice. You may use a portion of your credit limit for Cash Advances and Balance Transfers. Each Purchase, Cash Advance, and Balance Transfer obtained will reduce the amount of available credit under your credit limit until it is repaid. We may delay increasing your available credit by the amount of any payment that we receive for up to 12 calendar days.

**Credit Limit Increase:** To request a credit limit increase contact the Customer Service number on your statement. We may impose a fee for processing the request.

**Credit Authorizations:** We may decline to authorize a transaction for any reason. We will not be liable to you if we decline a transaction or if anyone refuses any use of your Card.

**Automatic Billing:** You may set up automatic billing with a merchant. You authorize us to provide an updated Account number or Card expiration date to any merchant at our discretion. Contact the merchant to stop automatic billing.

**Joint Accounts:** If this is a joint account, each of you is responsible individually and together for all amounts owed. Each of you is responsible even if the Account is used by only one of you. You will continue to be liable for the entire balance of the Account, even if your co-applicant is ordered by a court to pay us. You will remain liable to us if your co-applicant fails to pay as ordered by the court. Your Account status will continue to be reported to the credit reporting agencies under each of your names. The delivery of notices or billing statements to either of you serves as delivery to each of you. We may rely on instructions given by either of you. We are not liable to either of you for relying upon such instructions.

**Electronic Access:** Applications (apps) on electronic devices (such as mobile wallets) can store your Card and can be used to get credit under this Agreement. Such transactions are covered by this Agreement. Apps may have separate terms of use. We are not responsible if you violate those terms or for any consequences from violating those terms.

**Additional Cardholder:** At your request, we may, at our discretion, issue, in the name of another person, an additional Card on your Account. That person is an Additional Cardholder, as well as an Authorized User. An Additional Cardholder has access to certain Account information including balance, available credit and payment information. If you advise us that the Additional Cardholder is your spouse, information regarding the Account will be provided to consumer reporting agencies in your name as well as in the name of the Additional Cardholder. By requesting that we add an Additional Cardholder to your Account, you represent that you (1) have the consent of the Additional Cardholder to be added to the Account, (2) have provided a copy of this Agreement to the Additional Cardholder, and (3) if the Additional Cardholder is your spouse, you have told the Additional Cardholder that Credit One Bank will furnish credit information about them to the credit reporting agencies in connection with the Account. The Additional Cardholder may report the Card lost or stolen and may remove him or herself from the Account.

## ***Interest Rates and Interest Changes***

**Annual Percentage Rates (APRs):** See the Pricing Summary for your APRs. The APR for Balance Transfers will be the same as the APR for standard Purchases, unless a promotional rate applies.

**Variable Rates:** Your Pricing Summary indicates whether you have any variable APRs. Variable APRs are determined by adding to the Prime Rate the number of percentage points (“margin”) specified in the Pricing Summary. Variable APRs will increase or decrease when the Prime Rate changes. The APR change will take effect beginning with billing cycles that end on or after the first day of the month after the month in which the Prime Rate changes. An increase in the APR will increase your interest charges and may increase your Minimum Payment Due.

**Average Daily Balance Method (including new transactions):** We calculate interest each billing cycle by first figuring the "average daily balance" for each type of balance. Standard Purchases, standard Cash Advances, standard Balance Transfers, and each promotional offer, are all types of balances.

For each type of balance, for each billing cycle, we start with the balance on the last day of your previous billing cycle. We subtract any unpaid interest. This is the beginning balance each day. Each day of the billing cycle we subtract any new payments and credits applied to that type of balance. We add any new transactions and fees for that type of balance. We add Purchases, Cash Advances, and Balance Transfers on the post date. We add transaction fees on promotional rate and non-promotional rate Balance Transfers to the same type of balance as the transaction. We add all other fees to the standard Purchase balance. This gives us the daily balance for that type of balance, except that if the daily balance is negative, we treat it as zero. We then add up all of the daily balances and divide by the number of days in the billing cycle. This gives us the "average daily balance" for that type of balance. We multiply the average daily balance by the applicable monthly periodic rate (the APR divided by 12). This gives us the interest charged for that type of balance for that billing cycle. This interest is included in the Account balance on the last day of the billing cycle. The results for all types of balances are then added together to determine the total interest charged that billing cycle.

**When Interest Begins:** We begin to impose interest on a transaction or fee from the day we add it to the daily balance. We continue to impose interest 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 billing statement by the Payment Due Date shown on that billing statement, we will not impose interest on new Purchases paid by the Payment Due Date on your current billing statement. The Payment Due Date will be at least 24 days after the close of the billing cycle. If you have been paying your Account balance in full and thereby avoiding interest on Purchases, but then do not pay the next New Statement Balance in full by the Payment Due Date, in that billing cycle we will start charging interest on the unpaid portion of your balance.

## ***Fees***

See the Pricing Summary for additional Fee information.

**Annual Fee:** If your Account is subject to an Annual Fee, the amount and when it is billed is shown on the Pricing Summary. The Annual Fee is billed to the Account until the Account is closed and the outstanding balance is paid in full. The Annual Fee is refundable as long as you cancel your Account and have not used your card for any Purchases, Cash Advances, or Balance Transfers and you have not made a payment.

**Credit Limit Increase Fee:** If a fee is imposed for processing a Credit Limit increase request, we will tell you the amount of the fee at the time of your request and before you agree to it.

**Foreign Transaction Fee:** We add this fee, unless "None" is stated in the Pricing Summary table, for each purchase made outside the U.S. (A purchase is made outside the U.S. unless it is made with a U.S. merchant, processed completely in the U.S., and in U.S. dollars.) The fee is a percentage of the U.S. dollar amount of the purchase. American Express charges a foreign currency conversion fee of 1% of the amount of the transaction in U.S. dollars. This fee is included as part of the Foreign Transaction Fee listed in the Pricing Summary.

**Optional Express Payment Service Fee:** If a representative of ours helps expedite your payment, we may impose an Express Payment fee. You will be informed of the amount of the fee before you complete the transaction.

**Duplicate Statement Fee:** If you request a duplicate copy of a monthly statement, for any purpose other than to assert a billing error, you will be charged a fee of up to $10 for each statement copy requested.

**Sales Slip Request Fee:** If you request a copy of a sales slip, for any purpose other than to resolve a dispute about the charges on your Account, you will be charged a fee of $6 for each sales slip copy requested.

**Replacement Card Fee:** If you request a replacement card, a Replacement Card Fee of up to $25 may be charged to your Account.

## ***Payments***

**Minimum Payment Due:** See the Pricing Summary for the minimum payment requirements.

**Small Balances:** As it is uneconomical for both you and us to process payments or maintain credits that are $1 or less in amount, you agree as follows: (1) In any billing cycle in which you have had no transactions and your New Balance on the billing date is $1 or less, the balance will be rounded to

zero and you will not receive a bill for this amount. (2) In the event that you have a credit balance of $1 or less for two consecutive billing cycles, the balance will be rounded to zero and you will not receive a refund of this amount.

**Payment Instructions:** You must pay us in U.S. dollars, in funds on deposit in the U.S. 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.

**Irregular Payments:** Any payment submitted in offer of settlement of a disputed debt, including any item containing a notation such as "paid in full," and any other item with a restrictive endorsement, must be sent to: Credit One Bank, P.O. Box 95516, Las Vegas, NV 89193-5516. We can accept late payments, partial payments, and checks or other items with restrictive endorsements at any other address without losing any of our rights under this Agreement.

**Postdated Checks:** You agree that we need not examine any payment check to confirm that it is not postdated and that we may deposit any postdated check on the day we receive it.

**Payment Allocation:** We apply payments up to the Minimum Payment Due and credits at our discretion, which may result in balances at lower APRs being paid first and higher interest charges. Payments over the Minimum Payment Due will be applied to balances with higher APRs first.

## ***Collecting, Sharing, and Updating Information***

**Customer Privacy:** We send you our Privacy Policy when you open your Account and thereafter in accordance with applicable law. 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. You accept the terms of our Privacy Policy when you use the Account. Contact us or visit CreditOne.com if you would like a copy.

**Information About You:** You authorize us to obtain and/or use information about you from third parties and credit reporting agencies to: (1) verify your identity and/or conduct investigative inquiries; (2) determine your income and credit eligibility; (3) review your Account and provide renewal of credit; (4) verify your current credit standing in order to present future credit limit increases or decreases; (5) qualify you for and present additional lines of credit or other offers; and (6) collect amounts owing on your Account. Upon request, we will tell you the name and address of any credit reporting agency that provided us with information concerning you.

**Furnishing Information:** We may furnish information concerning your Account or credit file to consumer reporting agencies and others who may properly receive that information. If you believe that information we furnished is inaccurate or incomplete, please write us at Credit One Bank, P. O. Box 98873, Las Vegas, NV 89193-8873. Please include your name, address, home phone number and Account number.

**Telephone Calls, Text Messages and Emails Regarding Your Account:** You are providing express written permission and consent authorizing Credit One Bank and our agents, servicers, contractors, subsidiaries, affiliates, officers, and other partners and employees to contact you at any phone number (including mobile, cellular/wireless, or similar devices) or email address you provide at any time, for any lawful purpose. The ways in which we may contact you include live operator, dialing system, automatic telephone dialing systems (auto-dialer), prerecorded and artificial voice message, text/SMS message or email. Phone numbers and email addresses you provide include those you give to us, those from which you, or someone acting on your behalf, contact us or which we obtain through other means. If you provide a phone number for which you are not the owner, you confirm you are authorized to provide that number. Such lawful purposes include, but are not limited to: obtaining information; activation of the card for verification and identification purposes; account transactions or servicing related matters; suspected fraud or identity theft; collection on the Account; and providing information about special products and services. You agree to pay any fee(s) or charge(s) that you may incur for incoming communications from us or outgoing communications to us, to or from any such number or email address, without reimbursement from us.

**Communication Revocation:** You may revoke your authorization for most communications. However, you cannot revoke authorization for fraud related communications or legally required communications. To change your communication preferences or to revoke consent you must write us. Please:

- include your name, mailing address, and the last four digits of your Account number;
- specify whether you are changing your preferences regarding mail, telephone calls, emails, and/or text or SMS messages;
- provide the specific phone number(s) and/or email address for which you are requesting communications to cease;
- send this written notice to: Credit One Bank, P.O. Box 98873, Las Vegas, NV 89193-8873.

Certain communication preferences can be changed on-line. Please log in to your Account to see if that option is available.

**Telephone Monitoring:** You agree that we (and our servicers, agents and contractors) may monitor and record any calls between you and us.

**Updating Your Phone Number:** Notify us immediately if you change mobile or cell phone numbers or plan to give your phone to someone else. It is your responsibility to provide us with a true, accurate and complete mobile number and to maintain and update promptly any changes in this information. You can update your mobile number by calling us at the phone number on the back of your Card.

**Indemnification:** If you provide telephone number(s) for which you are not the subscriber, or fail to notify us when you cease to be the subscriber for a telephone number you previously gave us, you agree to indemnify us, our subsidiaries, affiliates, officers, agents, servicers, contractors, and other partners and employees for any costs and expenses, including reasonable attorneys' fees, incurred as a result of us contacting or attempting to contact you at the number(s). Your obligation under this paragraph shall survive termination of the Agreement.

## ***Account Closure***

**Default:** You are in default under this Agreement if (1) bankruptcy or another insolvency proceeding is filed by or against you; (2) we reasonably believe you are unable or unwilling to repay us; (3) you die or are legally incompetent or incapacitated; (4) you fail to comply with the terms of this Agreement, including failing to make a required payment when due, exceeding your credit limit or using your Card or Account for an illegal transaction; (5) you give us misleading, false, incomplete or incorrect information or fail to give us any information we deem necessary; or (6) if you no longer permanently reside in the United States or its territories. If you are in default, we may declare the entire Account balance immediately due and payable without advance 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.

**Closing Your Account:** You may close your Account at any time. You will remain responsible for any amount you owe us under this Agreement. Any joint Cardholder may cancel a joint Account. However, both of you will remain responsible for paying all amounts owed. If your Account is subject to an Annual Fee, the fee will continue to be charged until you pay your outstanding balance in full.

We may cancel, suspend or not renew your Card, Account, or access to the credit line at any time and for any reason without notice. If your Account is closed by us, the Annual Fee will continue to be charged until you pay your outstanding balance in full.

However, when your Account is closed, if there is: (1) a debit balance of $1 or less, that balance will be rounded to zero and you will not be required to pay this amount; or (2) a credit balance of $1 or less, that balance will be rounded to zero and this amount will not be refunded to you. The rounding to zero may occur after your closing statement cycles, and you may not receive a statement reflecting the rounding.

## ***Arbitration Agreement***

**PLEASE READ CAREFULLY—IMPORTANT—AFFECTS YOUR LEGAL RIGHTS**

This agreement to arbitrate provides that you or we can require controversies or disputes between us to be resolved by BINDING ARBITRATION. You have the right to REJECT this agreement to arbitrate by using the procedure explained below.

If you do not reject this agreement to arbitrate, you GIVE UP YOUR RIGHT TO GO TO COURT and controversies or disputes between us will be resolved by a NEUTRAL ARBITRATOR INSTEAD OF A JUDGE OR JURY, using rules that are simpler and more limited than in a court. Arbitrator decisions are subject to VERY LIMITED REVIEW BY A COURT. Arbitration will proceed INDIVIDUALLY— CLASS ACTIONS AND SIMILAR PROCEDURES WILL NOT BE AVAILABLE TO YOU.

**Agreement to Arbitrate:** You and we agree that either you or we may, without the other's consent, require that controversies or disputes between you and us (all of which are called "Claims"), be submitted to mandatory, binding arbitration. This agreement to arbitrate is made pursuant to a transaction involving interstate commerce, and shall be governed by, and enforceable under, the Federal Arbitration Act (the "FAA"), 9 U.S.C. §1 et seq., and (to the extent State law is applicable), the laws of the State of Nevada.

For purposes of this agreement to arbitrate, "you" includes you, any co-applicant, any Authorized User (including Additional Cardholders), or anyone else connected with you or claiming through you; and "we" or "us" includes Credit One Bank, N.A., all of its parents, subsidiaries, affiliates, successors, predecessors, employees, and related persons or entities, and all third parties who are regarded as agents or representatives of us in connection with the subject matter of the claim or dispute at issue.

**Covered Claims:** Claims subject to arbitration include, but are not limited to, any controversies or disputes arising from or relating in any way to your Account; any transactions involving your Account; any disclosures made to you concerning your Account; any interest, charges, or fees assessed on

your Account; any service(s) or programs related to your Account; and, if permitted by the rules of the arbitration forum, any collection of debt related to your Account. Claims also include controversies or disputes arising from or relating in any way to advertising, solicitations, or any application for, approval of, or establishment of your Account. Claims subject to arbitration include any controversies or disputes based on any theory of law, whether contract, tort, statute, regulation, common law, or equity, or whether they seek legal or equitable remedies. All Claims are subject to arbitration whether they arose in the past, may currently exist, or may arise in the future. Arbitration will apply even if your Account is closed, you pay us in full any outstanding debt you owe, or you file for bankruptcy. Also, controversies or disputes about the validity, enforceability, coverage, meaning, or scope of this agreement to arbitrate or any part thereof are subject to arbitration and are for the arbitrator to decide. Any questions about what Claims are subject to arbitration shall be resolved by interpreting this agreement to arbitrate in the broadest way the law will allow it to be enforced.

**Claims Not Covered:** Claims (whether brought initially or by counter or cross-claim) are not subject to arbitration if they are filed by you or us in a small claims court, so long as the case remains in such court and only individual claims for relief are advanced in the case.

**No Class Arbitration or Consolidation or Joinder of Parties:** Class actions and other similar procedures in which individuals seek to represent similarly situated individuals or seek relief on behalf of the general public, and consolidation or joinder of Claims (except for claimants on the same account), are NOT available under this agreement to arbitrate. Claims in arbitration will proceed on an INDIVIDUAL basis only:

> UNLESS YOU REJECT THIS AGREEMENT TO ARBITRATE, YOU AND WE WAIVE THE RIGHT TO ASSERT OR PARTICIPATE IN A CLASS ACTION OR ANY REPRESENTATIVE OR CONSOLIDATED PROCEEDING IN COURT OR IN ARBITRATION.

The arbitrator shall have no authority to entertain any Claim as a class action or private attorney general action or on any other similar representative basis, nor shall the arbitrator have any authority to consolidate or join Claims brought by separate claimants (except for claimants on the same account). This also means that the arbitrator 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.†

†**Notice to California Account Holders:** This agreement to arbitrate shall not be construed to prevent you from seeking in the arbitration the remedy of public injunctive relief if (a) you reside in California, (b) you resided in California at the time you entered into this agreement to arbitrate, or (iii) the billing address for your Account is a California address (hereafter, "California Account Holder").

**Initiation of Arbitration:** The arbitration shall be administered by the American Arbitration Association ("AAA") before a single arbitrator under the AAA's Consumer Arbitration Rules, or by a mutually agreeable administrator, before a single arbitrator, as modified by this arbitration provision. Information about the arbitration process for AAA can be obtained from the AAA at www.adr.org. The arbitrator shall be selected from the AAA (or mutually agreeable administrator) panel of neutrals then active on the roster maintained by the AAA (or mutually agreeable administrator) office located in the city of or nearest to your billing address and, unless otherwise mutually agreed, the arbitrator shall be a retired federal judge, a retired state appellate judge, a retired state trial judge, or a lawyer with at least 15 years of experience in that order of preference.

In the event that the AAA or mutually agreeable administrator is unable or unwilling 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).

**Arbitration Procedures and Applicable Law; Offer of Settlement:** Unlike a lawsuit in state or federal court, arbitration is conducted by a private organization that specializes in alternative dispute resolution. Disputes in arbitration are decided by a neutral arbitrator instead of a judge or jury. You may represent yourself in arbitration, or you may be represented by a lawyer.

Under this agreement to arbitrate, a single arbitrator designated by the arbitration administrator will decide the Claim under applicable law. The arbitrator is bound by the terms of this agreement to arbitrate. The AAA or mutually agreeable administrator will apply its code of procedures in effect at the time the arbitration claim is filed. If there is a conflict between that code of procedures and this arbitration provision and/or any sections of this Card Agreement, this arbitration provision and/or this Card Agreement will control. The arbitrator will honor all claims of privilege recognized by law. Subject to the prohibition on class, representative, and consolidation procedures set forth above, the arbitrator will have the power to award to a party any damages or other relief (including relief in equity) provided for under applicable law. That is, a party will be entitled to recover in arbitration any damages or other relief that it could recover if it prevailed in a court proceeding. An arbitrator's award shall consist of a written statement setting forth the disposition of each Claim. At the request of any party, the arbitrator shall also set forth a written explanation of the essential findings and conclusions on which the award is based. An arbitration award shall decide the rights and obligations only of the parties named in the arbitration, and shall not have any bearing on another person or dispute.

If your Claim is for $10,000 or less, you may choose whether the arbitration will be conducted solely on the basis of documents, in a telephonic hearing, or in an in-person hearing.

Any in-person hearing will take place in the federal judicial district that includes your billing address at the time the Claim is filed, unless the parties agree to a different place.

**The Arbitrator's Decision:** The arbitrator's decision will be final and binding on the parties. A party can file a written appeal to the arbitration administrator within thirty (30) days after an award is issued. The appeal will proceed before a panel of three neutral arbitrators designated by the same arbitration administrator. The panel will decide anew all factual and legal issues, following the same rules of procedure, by majority vote any aspect of the original decision objected to. The costs of such an appeal will be borne in accordance with the below paragraph entitled "Fees and Costs". Any review by a court shall be governed by the Federal Arbitration Act. Any final arbitration award will be binding on the named parties and enforceable by any court having jurisdiction.

**Fees and Costs:** We will pay any costs that are required to be paid by us under the arbitration administrator's rules of procedure. If you file the arbitration, you will pay your share of the initial filing fee, unless you seek and qualify for a fee waiver under the applicable rules of the arbitration administrator. The party filing an appeal shall be responsible for all filing fees and costs of the appeal unless prohibited by administrator's rules of procedure. All parties are responsible for their own attorney's fees, expert fees and any other expenses, unless the arbitrator awards such fees or expenses to you or us if allowed by applicable law.

**Other Parties Subject to this Agreement to Arbitrate:** In addition to you and us, the rights and duties described in this agreement to arbitrate apply to: any third party co-defendant of a claim subject to this arbitration provision; all joint account holders, Additional Cardholders, and Authorized Users of your Account(s).

**How to REJECT this Agreement to Arbitrate:** You can reject this agreement to arbitrate but only if we receive from you a written notice of rejection within 45 days after it was first provided to you. To reject this agreement to arbitrate you must send the notice of rejection to: Credit One Bank, Attention: Arbitration Opt Out, P. O. Box 98873, Las Vegas, NV 89193-8873. Rejection notices sent to any other address will not be accepted or effective. If you decide to reject this agreement to arbitrate in writing, your notice must state that you reject this agreement to arbitrate and include your name, address, account number, and personal signature. Rejection of arbitration will not affect your other rights or responsibilities under this Card Agreement.

**Survival, Severability, and Amendment of Terms:**
*Survival.* This agreement to arbitrate shall survive changes in the Agreement and termination of the Account or the relationship between you and us, including the bankruptcy of any party and any transfer or sale of your Account, or amounts owed on your Account, to another person or entity.
*Severability.* If any part or parts of your agreement to arbitrate are declared unenforceable, then such specific part or parts shall be of no force or effect and shall be severed, but the remainder of this agreement to arbitrate shall continue in full force and effect. If, however, the entire agreement to arbitrate or your waiver of the right to bring or participate in a class or representative action or in consolidation procedures is unenforceable, then the agreement to arbitrate shall be of no force or effect. Notwithstanding the preceding sentence, with respect to California Account Holders, if arbitration is unenforceable, in whole or in part, you and we agree to resolve any Claim by a judicial reference proceeding as described above.
*Amendment in Writing Only.* This agreement to arbitrate may not be amended, severed, or waived, except as expressly provided in the Agreement or in a written agreement between you and us.

## *Other Information*

**Transactions in Foreign Currencies:** If you make a transaction at a merchant that settles in a currency other than U.S. dollars, American Express will convert that charge into a U.S. Dollar amount. That conversion will be done at a rate selected by American Express from the range of rates available in wholesale currency markets for the applicable central processing date, which rate may vary from the rate American Express itself receives, or the government-mandated rate in effect for the applicable central processing date. The currency conversion rate used on the processing date may differ from the rate that would have been used on the purchase date or on the date the transaction is posted to your Account. You agree to pay the converted amount, including any charges for the conversion that may be imposed as described above.

**Changes to Your Agreement:** The rates, fees and terms of this Agreement may change and we may add or delete any term to this Agreement, consistent with applicable law. We will give you advance written notice of these changes and a right to reject the change, if required by law.

**Unauthorized Use:** Notify us immediately if your Card is lost or stolen or you suspect that someone is using your Card or Account without your permission.

**Assignment:** We may assign any or all of our rights and obligations under this Agreement. You may not assign any of your rights or obligations under this Agreement.

**No Waiver:** We will not lose our rights under this Agreement because we delay or do not enforce them.

**Governing Law:** This Agreement is governed by and interpreted in accordance with the laws applicable to national banks, and, where no such laws apply, by the laws of the State of Nevada, excluding the conflicts of law provisions thereof, regardless of your state of residence.

**Conformance with Law; Severability:** If any part of this Agreement conflicts with applicable law, that provision will be considered modified to conform to applicable law. If any part of this Agreement is invalid, the rest shall remain in effect, except as otherwise noted in the Arbitration Provision.

## ***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 the Billing Inquiries address on the statement.

In your letter, give us the following information:

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

You must contact us:

- Within 60 days after the error appeared on your statement.
- At least 3 business days before an automated payment is scheduled, if you want to stop payment on the amount you think is wrong.

You must notify us of any potential errors in writing. You may call us, but if you do we are not required to investigate any potential errors and you may have to pay the amount in question.

**What Will Happen After We Receive Your Letter**

When we receive your letter, we must do two things:

1. Within 30 days of receiving your letter, we must tell you that we received your letter. We will also tell you if we have already corrected the error.
2. Within 90 days of receiving your letter, we must either correct the error or explain to you why we believe the bill is correct.

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

- We cannot try to collect the amount in question, or report you as delinquent on that amount.
- The charge in question may remain on your statement, and we may continue to charge you interest on that amount.
- While you do not have to pay the amount in question, you are responsible for the remainder of your balance.
- We can apply any unpaid amount against your credit limit.

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

*If we made a mistake:* You will not have to pay the amount in question or any interest or other fees related to that amount.

*If we do not believe there was a mistake:* You will have to pay the amount in question, along with applicable interest and fees. We will send you a statement of the amount you owe and the date payment is due. We may then report you as delinquent if you do not pay the amount we think you owe.

If you receive our explanation but still believe your bill is wrong, you must write to us within 10 days telling us that you still refuse to pay. If you do so, we cannot report you as delinquent without also reporting that you are questioning your bill. We must tell you the name of anyone to whom we reported you as delinquent, and we must let those organizations know when the matter has been settled between us.

If we do not follow all of the rules above, you do not have to pay the first $50.00 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 $50.00. (Note: Neither of these are necessary if your purchase was based on an advertisement we mailed to you, or if we own or operate the company that sold you the goods or services.)
2. You must have used your credit card for the purchase. Purchases made with cash advances from an ATM or with a check that accesses your credit card account do not qualify.
3. You must not yet have fully paid for the purchase.

If all of the criteria above are met and you are still dissatisfied with the purchase, contact us in writing at the Billing Inquiries address shown on your statement.

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

## ***Rewards Program Supplement***

This document ("Supplement") describes the terms and conditions of the Credit One Bank Cash Back Rewards Program ("Program") and supplements the Card Agreement that governs your credit card account issued by Credit One Bank, N.A. (the "Account"). By using the Account, you agree to participate in the Program. Your participation is subject to the terms of the Card Agreement, including the arbitration agreement, if applicable, and this Supplement. In the event of a conflict between the Card Agreement and this Supplement, with respect to matters relating to the Program, this Supplement controls.

**Earning Cash Back Rewards:** You earn cash back rewards in the form of an automatic statement credit equal to 1% of all Net Purchases made with your Account. You do not earn cash back rewards on Cash Advances, Balance Transfers, interest, fees, and other charges. We will post a statement credit to your Account within thirty-seven days after the end of the month based on the Net Purchases posted to your Account from the first day to the last day of the current month. If your Account is in default, as defined in your Card Agreement, at the time the credit is to be posted, you WILL NOT receive the credit. Cash back rewards have no cash value.
**Net Purchases:** Net Purchases are Purchases minus any returns, disputed charges, unauthorized charges, illegal or fraudulent charges or other credits for such Purchases.

**Program Restrictions:** You will receive an automatic cash back rewards credit on each statement that has at least one Net Purchase. Automatic statement credits for cash back rewards will reduce the balance on your Account but will not count as payments. You will still be required to pay at least the Minimum Payment Due as shown on your billing statement each month. You WILL NOT earn cash back rewards for Purchases made while your Account is in default as defined within your Card Agreement. This Program excludes Accounts already enrolled in a different Credit One Bank cash back or other rewards program.

**Changes:** The Program may be changed (added to, modified or deleted) by us at any time. We will give you prior notice to the extent required by law. Any revision may affect your ability to earn cash back rewards.

**Termination:** We may suspend or terminate the Program or your participation in the Program at any time without prior notice. In such event, we will evaluate your Account for any eligible cash back rewards as of the Program termination date. Provided that you meet all of the other Program Restrictions listed above at that time, you will receive a distribution of the cash back rewards earned during the current billing period in the form of a statement credit.

**Limited Liability:** Unless otherwise required by law, this Program, or our Card Agreement with you, we will not be liable to you or anyone making a claim on your behalf, in connection with: (1) any change or termination of the Program; (2) any loss, damage, expense or inconvenience caused by any occurrence outside of our control; (3) any taxes that you incur as a result of receiving cash back rewards, payment of which taxes will be your responsibility; (4) any merchandise or services you purchase, or for any direct, indirect or consequential damages with respect to the use of your Account. In any event, any liability that Credit One Bank may have to you in connection with the Program shall be limited to the amount of any cash back rewards you have earned in this Program. The Program and cash back rewards are void or limited where prohibited or restricted, respectively, by federal, state or local law.

American Express is a federally registered service mark of American Express. This credit card program is issued and administered by Credit One Bank, N.A., pursuant to a license from American Express.

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# *CARD AGREEMENT*

## ***Pricing Summary***

| Interest Rates and Interest Charges | |
|---|---|
| **ANNUAL PERCENTAGE RATE (APR) for Purchases** | **29.74%**<br>This APR will vary with the market based on the Prime Rate. |
| **ANNUAL PERCENTAGE RATE (APR) for Balance Transfers** | **29.74%**<br>This APR will vary with the market based on the Prime Rate. |
| **ANNUAL PERCENTAGE RATE (APR) for Cash Advances** | **31.74%**<br>This APR will vary with the market based on the Prime Rate. |
| **Paying Interest** | Your due date is at least 24 days after the close of each billing cycle. We will not charge you any interest on Purchases if you pay your entire balance by the due date each month. We will begin charging interest on Cash Advances and Balance Transfers from the posting date. |
| **Minimum Interest Charge** | If you are charged interest, the charge will be no less than $1.00. |
| **For Credit Card Tips from the Consumer Financial Protection Bureau** | **To learn more about factors to consider when applying for or using a credit card, visit the website of the Consumer Financial Protection Bureau at http://www.consumerfinance.gov/learnmore.** |
| **Fees** | |
| **Annual Fee** | **$0** |
| **Transaction Fees**<br>• Balance Transfer<br>• Cash Advance<br>• Foreign Transaction | <br>Either **$10** or **5%** of the amount of each Balance Transfer, whichever is greater.<br>Either **$10** or **5%** of the amount of each Cash Advance, whichever is greater.<br>Either **$1** or **3%** of the amount of each purchase in U.S. dollars, whichever is greater. |
| **Penalty Fees**<br>• Late Payment<br>• Returned Payment | <br>Up to **$39***<br>Up to **$39**** |

**How We Will Calculate Your Balance:** We use a method called "average daily balance (including new Purchases)." See your Card Agreement for more details.

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

***Late Payment Fee:** We will charge the maximum safe harbor amount, which is set annually in accordance with 12 C.F.R. 1026.52(b)(1)(ii)(D). Currently the fee is $29, unless you incurred a Late Payment Fee during the prior six billing cycles. If you did, the fee is currently $39. This fee will not exceed the related Minimum Payment that was due. We charge a Late Payment Fee to your Account if at least the Amount Due This Period (less any

Late Payment Fee for the current billing cycle) plus any Past Due Amount is not received by 5:00 p.m. PT on the Payment Due Date shown on your statement.

****Returned Payment Fee:** We will charge the maximum safe harbor amount, which is set annually in accordance with 12 C.F.R. 1026.52(b)(1)(ii)(D). If a payment is not honored upon first presentment, even if the payment is later honored, a Returned Payment Fee will be charged to your Account. Currently, the fee is $29, unless you incurred a Returned Payment Fee in the prior six billing cycles. If you did, the fee is currently $39. This fee will not exceed the related Minimum Payment that was due.

**Additional Rate Information:** The Purchase and Balance Transfer APR equals the Prime Rate plus a margin of 22.99%. This corresponds to a monthly periodic rate of 2.47833%. The Cash Advance APR equals the Prime Rate plus a margin of 24.99%. This corresponds to a monthly periodic rate of 2.64500%.

**Minimum Payments:** 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 the sum of:

- 5% of your outstanding balance, rounded up to the next whole dollar, or $30, whichever is greater;
- any Late Payment Fee for the current billing cycle;
- and any Past Due Amount (excluding any past due Late Payment Fees).

## ***The Agreement***

This Agreement, together with the Pricing Summary, is your contract with us.

**Accepting this Agreement:** You accept this Agreement when you use the Account. You may still reject this Agreement if you have not yet used the Card, used the Account, or paid a fee after receiving a billing statement. To reject the Agreement, call us at 866-515-5721 or write us at Bank Card Center, P.O. Box 95516, Las Vegas, NV 89193-5516. If you reject the Agreement, you are not responsible for any fees or charges.

**Arbitration:** This Agreement includes an Arbitration Provision with class action and jury trial waivers. You can reject the Arbitration Provision. See "How to REJECT this agreement to arbitrate" in the Arbitration section. If you do not, it will be part of this Agreement.

**Promise to Pay:** You agree to pay us for all amounts due on your Account, including credit for Purchases, Balance Transfers, and Cash Advances, as well as interest charges and fees. This includes charges made by Additional Cardholders and other Authorized Users.

## ***Definitions***

**Account** means the Credit One Bank card account under this Agreement.

**Authorized User** means any person you allow to use your Account or Card, including Additional Cardholders. If the Authorized User has been issued a Card and you want to terminate the Authorized User, you must notify us by telephone or in writing.

**Balance Transfer** means a transaction we designate that allows you to use your Account to pay another creditor or yourself. Balance Transfers cannot be used to pay us or our affiliates. A Balance Transfer will be subject to the terms of the Balance Transfer offer and this Agreement.

**Card** refers to one or more cards or access devices, including your Account number, that we give you or someone else with your authorization to get credit under this Agreement.

**Cardholder** refers to each person with a card issued in their name.

**Cash Advance** means the use of your Account to obtain funds at a financial institution or the use of a Convenience Check.

**Convenience Check** means a check we issue to you to take a Cash Advance. You may not use these checks to pay us or our affiliates.

**Purchase** means the use of the Account to obtain goods or services.

**Prime Rate** means the highest U.S. Prime Rate in the Money Rates section of The Wall Street Journal on the 25th day of the month, or the next day if that day is not a publication day. If The Wall Street Journal does not publish the U.S. Prime Rate, we may substitute another index.

**we**, **us**, **our**, and **Credit One Bank** refer to Credit One Bank, N.A., the issuer of your Card.

**you**, and **your** refer to each person who has applied for the Account and where appropriate, the Authorized User.

## *Features and Use of Your Account*

**Using Your Card:** You may make Purchases wherever the Card is accepted. You may use the Account to obtain Cash Advances, but you may not make more than two Cash Advance transactions per day which may not exceed the lower of your available credit for cash or $200. You may use the Account only for personal, family, or household purposes, and if your Account is used for any other purpose you are still responsible for such use. You may not use the Account for business or commercial purposes. The Account may not be used for online or internet gambling or illegal purposes.

**Your Credit Limit:** We will tell you your credit limit. Keep your Account balance below your credit limit. If you do not, you must still pay us. We may designate part of your credit limit as a Cash Advance limit and part as a Balance Transfer limit. We may change your credit limit(s) at any time, without notice. You may use a portion of your credit limit for Cash Advances and Balance Transfers. Each Purchase, Cash Advance, and Balance Transfer obtained will reduce the amount of available credit under your credit limit until it is repaid. We may delay increasing your available credit by the amount of any payment that we receive for up to 12 calendar days.

**Credit Limit Increase:** To request a credit limit increase contact the Customer Service number on your statement. We may impose a fee for processing the request.

**Credit Authorizations:** We may decline to authorize a transaction for any reason. We will not be liable to you if we decline a transaction or if anyone refuses any use of your Card.

**Automatic Billing:** You may set up automatic billing with a merchant. You authorize us to provide an updated Account number or Card expiration date to any merchant at our discretion. Contact the merchant to stop automatic billing.

**Joint Accounts:** If this is a joint account, each of you is responsible individually and together for all amounts owed. Each of you is responsible even if the Account is used by only one of you. You will continue to be liable for the entire balance of the Account, even if your co-applicant is ordered by a court to pay us. You will remain liable to us if your co-applicant fails to pay as ordered by the court. Your Account status will continue to be reported to the credit reporting agencies under each of your names. The delivery of notices or billing statements to either of you serves as delivery to each of you. We may rely on instructions given by either of you. We are not liable to either of you for relying upon such instructions.

**Electronic Access:** Applications (apps) on electronic devices (such as mobile wallets) can store your Card and can be used to get credit under this Agreement. Such transactions are covered by this Agreement. Apps may have separate terms of use. We are not responsible if you violate those terms or for any consequences from violating those terms.

**Additional Cardholder:** At your request, we may, at our discretion, issue, in the name of another person, an additional Card on your Account. That person is an Additional Cardholder, as well as an Authorized User. An Additional Cardholder has access to certain Account information including balance, available credit and payment information. If you advise us that the Additional Cardholder is your spouse, information regarding the Account will be provided to consumer reporting agencies in your name as well as in the name of the Additional Cardholder. By requesting that we add an Additional Cardholder to your Account, you represent that you (1) have the consent of the Additional Cardholder to be added to the Account, (2) have provided a copy of this Agreement to the Additional Cardholder, and (3) if the Additional Cardholder is your spouse, you have told the Additional Cardholder that Credit One Bank will furnish credit information about them to the credit reporting agencies in connection with the Account. The Additional Cardholder may report the Card lost or stolen and may remove him or herself from the Account.

## *Interest Rates and Interest Changes*

**Annual Percentage Rates (APRs):** See the Pricing Summary for your APRs. The APR for Balance Transfers will be the same as the APR for standard Purchases, unless a promotional rate applies.

**Variable Rates:** Your Pricing Summary indicates whether you have any variable APRs. Variable APRs are determined by adding to the Prime Rate the number of percentage points ("margin") specified in the Pricing Summary. Variable APRs will increase or decrease when the Prime Rate changes. The APR change will take effect beginning with billing cycles that end on or after the first day of the month after the month in which the Prime Rate changes. An increase in the APR will increase your interest charges and may increase your Minimum Payment Due.

**Average Daily Balance Method (including new transactions):** We calculate interest each billing cycle by first figuring the "average daily balance" for each type of balance. Standard Purchases, standard Cash Advances, standard Balance Transfers, and each promotional offer, are all types of balances.

For each type of balance, for each billing cycle, we start with the balance on the last day of your previous billing cycle. We subtract any unpaid interest. This is the beginning balance each day. Each day of the billing cycle we subtract any new payments and credits applied to that type of balance. We

add any new transactions and fees for that type of balance. We add Purchases, Cash Advances, and Balance Transfers on the post date. We add transaction fees on promotional rate and non-promotional rate Balance Transfers to the same type of balance as the transaction. We add all other fees to the standard Purchase balance. This gives us the daily balance for that type of balance, except that if the daily balance is negative, we treat it as zero. We then add up all of the daily balances and divide by the number of days in the billing cycle. This gives us the "average daily balance" for that type of balance. We multiply the average daily balance by the applicable monthly periodic rate (the APR divided by 12). This gives us the interest charged for that type of balance for that billing cycle. This interest is included in the Account balance on the last day of the billing cycle. The results for all types of balances are then added together to determine the total interest charged that billing cycle.

**When Interest Begins:** We begin to impose interest on a transaction or fee from the day we add it to the daily balance. We continue to impose interest 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 billing statement by the Payment Due Date shown on that billing statement, we will not impose interest on new Purchases paid by the Payment Due Date on your current billing statement. The Payment Due Date will be at least 24 days after the close of the billing cycle. If you have been paying your Account balance in full and thereby avoiding interest on Purchases, but then do not pay the next New Statement Balance in full by the Payment Due Date, in that billing cycle we will start charging interest on the unpaid portion of your balance.

## ***Fees***

See the Pricing Summary for additional Fee information.

**Annual Fee:** If your Account is subject to an Annual Fee, the amount and when it is billed is shown on the Pricing Summary. The Annual Fee is billed to the Account until the Account is closed and the outstanding balance is paid in full. The Annual Fee is refundable as long as you cancel your Account and have not used your card for any Purchases, Cash Advances, or Balance Transfers and you have not made a payment.

**Credit Limit Increase Fee:** If a fee is imposed for processing a Credit Limit increase request, we will tell you the amount of the fee at the time of your request and before you agree to it.

**Foreign Transaction Fee:** We add this fee, unless "None" is stated in the Pricing Summary table, for each purchase made outside the U.S. (A purchase is made outside the U.S. unless it is made with a U.S. merchant, processed completely in the U.S., and in U.S. dollars.) The fee is a percentage of the U.S. dollar amount of the purchase.

**Optional Express Payment Service Fee:** If a representative of ours helps expedite your payment, we may impose an Express Payment fee. You will be informed of the amount of the fee before you complete the transaction.

**Duplicate Statement Fee:** If you request a duplicate copy of a monthly statement, for any purpose other than to assert a billing error, you will be charged a fee of up to $10 for each statement copy requested.

**Sales Slip Request Fee:** If you request a copy of a sales slip, for any purpose other than to resolve a dispute about the charges on your Account, you will be charged a fee of $6 for each sales slip copy requested.

**Replacement Card Fee:** If you request a replacement card, a Replacement Card Fee of up to $25 may be charged to your Account.

## ***Payments***

**Minimum Payment Due:** See the Pricing Summary for the minimum payment requirements.

**Small Balances:** As it is uneconomical for both you and us to process payments or maintain credits that are $1 or less in amount, you agree as follows: (1) In any billing cycle in which you have had no transactions and your New Balance on the billing date is $1 or less, the balance will be rounded to zero and you will not receive a bill for this amount. (2) In the event that you have a credit balance of $1 or less for two consecutive billing cycles, the balance will be rounded to zero and you will not receive a refund of this amount.

**Payment Instructions:** You must pay us in U.S. dollars, in funds on deposit in the U.S. 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.

**Irregular Payments:** Any payment submitted in offer of settlement of a disputed debt, including any item containing a notation such as "paid in full," and any other item with a restrictive endorsement, must be sent to: Credit One Bank, P.O. Box 95516, Las Vegas, NV 89193-5516. We can accept

late payments, partial payments, and checks or other items with restrictive endorsements at any other address without losing any of our rights under this Agreement.

**Postdated Checks:** You agree that we need not examine any payment check to confirm that it is not postdated and that we may deposit any postdated check on the day we receive it.

**Payment Allocation:** We apply payments up to the Minimum Payment Due and credits at our discretion, which may result in balances at lower APRs being paid first and higher interest charges. Payments over the Minimum Payment Due will be applied to balances with higher APRs first.

## ***Collecting, Sharing, and Updating Information***

**Customer Privacy:** We send you our Privacy Policy when you open your Account and thereafter in accordance with applicable law. 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. You accept the terms of our Privacy Policy when you use the Account. Contact us or visit CreditOne.com if you would like a copy.

**Information About You:** You authorize us to obtain and/or use information about you from third parties and credit reporting agencies to: (1) verify your identity and/or conduct investigative inquiries; (2) determine your income and credit eligibility; (3) review your Account and provide renewal of credit; (4) verify your current credit standing in order to present future credit limit increases or decreases; (5) qualify you for and present additional lines of credit or other offers; and (6) collect amounts owing on your Account. Upon request, we will tell you the name and address of any credit reporting agency that provided us with information concerning you.

**Furnishing Information:** We may furnish information concerning your Account or credit file to consumer reporting agencies and others who may properly receive that information. If you believe that information we furnished is inaccurate or incomplete, please write us at Credit One Bank, P. O. Box 98873, Las Vegas, NV 89193-8873. Please include your name, address, home phone number and Account number.

**Telephone Calls, Text Messages and Emails Regarding Your Account:** You are providing express written permission and consent authorizing Credit One Bank and our agents, servicers, contractors, subsidiaries, affiliates, officers, and other partners and employees to contact you at any phone number (including mobile, cellular/wireless, or similar devices) or email address you provide at any time, for any lawful purpose. The ways in which we may contact you include live operator, dialing system, automatic telephone dialing systems (auto-dialer), prerecorded and artificial voice message, text/SMS message or email. Phone numbers and email addresses you provide include those you give to us, those from which you, or someone acting on your behalf, contact us or which we obtain through other means. If you provide a phone number for which you are not the owner, you confirm you are authorized to provide that number. Such lawful purposes include, but are not limited to: obtaining information; activation of the card for verification and identification purposes; account transactions or servicing related matters; suspected fraud or identity theft; collection on the Account; and providing information about special products and services. You agree to pay any fee(s) or charge(s) that you may incur for incoming communications from us or outgoing communications to us, to or from any such number or email address, without reimbursement from us.

**Communication Revocation:** You may revoke your authorization for most communications. However, you cannot revoke authorization for fraud related communications or legally required communications. To change your communication preferences or to revoke consent you must write us. Please:

- include your name, mailing address, and the last four digits of your Account number;
- specify whether you are changing your preferences regarding mail, telephone calls, emails, and/or text or SMS messages;
- provide the specific phone number(s) and/or email address for which you are requesting communications to cease;
- send this written notice to: Credit One Bank, P.O. Box 98873, Las Vegas, NV 89193-8873.

Certain communication preferences can be changed on-line. Please log in to your Account to see if that option is available.

**Telephone Monitoring:** You agree that we (and our servicers, agents and contractors) may monitor and record any calls between you and us.

**Updating Your Phone Number:** Notify us immediately if you change mobile or cell phone numbers or plan to give your phone to someone else. It is your responsibility to provide us with a true, accurate and complete mobile number and to maintain and update promptly any changes in this information. You can update your mobile number by calling us at the phone number on the back of your Card.

**Indemnification:** If you provide telephone number(s) for which you are not the subscriber, or fail to notify us when you cease to be the subscriber for a telephone number you previously gave us, you agree to indemnify us, our subsidiaries, affiliates, officers, agents, servicers, contractors, and other partners and employees for any costs and expenses, including reasonable attorneys' fees, incurred as a result of us contacting or attempting to contact you at the number(s). Your obligation under this paragraph shall survive termination of the Agreement.

## *Account Closure*

**Default:** You are in default under this Agreement if (1) bankruptcy or another insolvency proceeding is filed by or against you; (2) we reasonably believe you are unable or unwilling to repay us; (3) you die or are legally incompetent or incapacitated; (4) you fail to comply with the terms of this Agreement, including failing to make a required payment when due, exceeding your credit limit or using your Card or Account for an illegal transaction; (5) you give us misleading, false, incomplete or incorrect information or fail to give us any information we deem necessary; or (6) if you no longer permanently reside in the United States or its territories. If you are in default, we may declare the entire Account balance immediately due and payable without advance 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.

**Closing Your Account:** You may close your Account at any time. You will remain responsible for any amount you owe us under this Agreement. Any joint Cardholder may cancel a joint Account. However, both of you will remain responsible for paying all amounts owed. If your Account is subject to an Annual Fee, the fee will continue to be charged until you pay your outstanding balance in full.

We may cancel, suspend or not renew your Card, Account, or access to the credit line at any time and for any reason without notice. If your Account is closed by us, the Annual Fee will continue to be charged until you pay your outstanding balance in full.

However, when your Account is closed, if there is: (1) a debit balance of $1 or less, that balance will be rounded to zero and you will not be required to pay this amount; or (2) a credit balance of $1 or less, that balance will be rounded to zero and this amount will not be refunded to you. The rounding to zero may occur after your closing statement cycles, and you may not receive a statement reflecting the rounding.

## *Arbitration Agreement*

**PLEASE READ CAREFULLY—IMPORTANT—AFFECTS YOUR LEGAL RIGHTS**

This agreement to arbitrate provides that you or we can require controversies or disputes between us to be resolved by BINDING ARBITRATION. You have the right to REJECT this agreement to arbitrate by using the procedure explained below.

If you do not reject this agreement to arbitrate, you GIVE UP YOUR RIGHT TO GO TO COURT and controversies or disputes between us will be resolved by a NEUTRAL ARBITRATOR INSTEAD OF A JUDGE OR JURY, using rules that are simpler and more limited than in a court. Arbitrator decisions are subject to VERY LIMITED REVIEW BY A COURT. Arbitration will proceed INDIVIDUALLY— CLASS ACTIONS AND SIMILAR PROCEDURES WILL NOT BE AVAILABLE TO YOU.

**Agreement to Arbitrate:** You and we agree that either you or we may, without the other's consent, require that controversies or disputes between you and us (all of which are called "Claims"), be submitted to mandatory, binding arbitration. This agreement to arbitrate is made pursuant to a transaction involving interstate commerce, and shall be governed by, and enforceable under, the Federal Arbitration Act (the "FAA"), 9 U.S.C. §1 et seq., and (to the extent State law is applicable), the laws of the State of Nevada.

For purposes of this agreement to arbitrate, "you" includes you, any co-applicant, any Authorized User (including Additional Cardholders), or anyone else connected with you or claiming through you; and "we" or "us" includes Credit One Bank, N.A., all of its parents, subsidiaries, affiliates, successors, predecessors, employees, and related persons or entities, and all third parties who are regarded as agents or representatives of us in connection with the subject matter of the claim or dispute at issue.

**Covered Claims:** Claims subject to arbitration include, but are not limited to, any controversies or disputes arising from or relating in any way to your Account; any transactions involving your Account; any disclosures made to you concerning your Account; any interest, charges, or fees assessed on your Account; any service(s) or programs related to your Account; and, if permitted by the rules of the arbitration forum, any collection of debt related to your Account. Claims also include controversies or disputes arising from or relating in any way to advertising, solicitations, or any application for, approval of, or establishment of your Account. Claims subject to arbitration include any controversies or disputes based on any theory of law, whether contract, tort, statute, regulation, common law, or equity, or whether they seek legal or equitable remedies. All Claims are subject to arbitration whether they arose in the past, may currently exist, or may arise in the future. Arbitration will apply even if your Account is closed, you pay us in full any outstanding debt you owe, or you file for bankruptcy. Also, controversies or disputes about the validity, enforceability, coverage, meaning, or scope of this agreement to arbitrate or any part thereof are subject to arbitration and are for the arbitrator to decide. Any questions about what Claims are subject to arbitration shall be resolved by interpreting this agreement to arbitrate in the broadest way the law will allow it to be enforced.

**Claims Not Covered:** Claims (whether brought initially or by counter or cross-claim) are not subject to arbitration if they are filed by you or us in a small claims court, so long as the case remains in such court and only individual claims for relief are advanced in the case.

**No Class Arbitration or Consolidation or Joinder of Parties:** Class actions and other similar procedures in which individuals seek to represent similarly situated individuals or seek relief on behalf of the general public, and consolidation or joinder of Claims (except for claimants on the same account), are NOT available under this agreement to arbitrate. Claims in arbitration will proceed on an INDIVIDUAL basis only:

> UNLESS YOU REJECT THIS AGREEMENT TO ARBITRATE, YOU AND WE WAIVE THE RIGHT TO ASSERT OR PARTICIPATE IN A CLASS ACTION OR ANY REPRESENTATIVE OR CONSOLIDATED PROCEEDING IN COURT OR IN ARBITRATION.

The arbitrator shall have no authority to entertain any Claim as a class action or private attorney general action or on any other similar representative basis, nor shall the arbitrator have any authority to consolidate or join Claims brought by separate claimants (except for claimants on the same account). This also means that the arbitrator 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.†

†**Notice to California Account Holders:** This agreement to arbitrate shall not be construed to prevent you from seeking in the arbitration the remedy of public injunctive relief if (a) you reside in California, (b) you resided in California at the time you entered into this agreement to arbitrate, or (iii) the billing address for your Account is a California address (hereafter, "California Account Holder").

**Initiation of Arbitration:** The arbitration shall be administered by the American Arbitration Association ("AAA") before a single arbitrator under the AAA's Consumer Arbitration Rules, or by a mutually agreeable administrator, before a single arbitrator, as modified by this arbitration provision. Information about the arbitration process for AAA can be obtained from the AAA at www.adr.org. The arbitrator shall be selected from the AAA (or mutually agreeable administrator) panel of neutrals then active on the roster maintained by the AAA (or mutually agreeable administrator) office located in the city of or nearest to your billing address and, unless otherwise mutually agreed, the arbitrator shall be a retired federal judge, a retired state appellate judge, a retired state trial judge, or a lawyer with at least 15 years of experience in that order of preference.

In the event that the AAA or mutually agreeable administrator is unable or unwilling 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).

**Arbitration Procedures and Applicable Law; Offer of Settlement:** Unlike a lawsuit in state or federal court, arbitration is conducted by a private organization that specializes in alternative dispute resolution. Disputes in arbitration are decided by a neutral arbitrator instead of a judge or jury. You may represent yourself in arbitration, or you may be represented by a lawyer.

Under this agreement to arbitrate, a single arbitrator designated by the arbitration administrator will decide the Claim under applicable law. The arbitrator is bound by the terms of this agreement to arbitrate. The AAA or mutually agreeable administrator will apply its code of procedures in effect at the time the arbitration claim is filed. If there is a conflict between that code of procedures and this arbitration provision and/or any sections of this Card Agreement, this arbitration provision and/or this Card Agreement will control. The arbitrator will honor all claims of privilege recognized by law. Subject to the prohibition on class, representative, and consolidation procedures set forth above, the arbitrator will have the power to award to a party any damages or other relief (including relief in equity) provided for under applicable law. That is, a party will be entitled to recover in arbitration any damages or other relief that it could recover if it prevailed in a court proceeding. An arbitrator's award shall consist of a written statement setting forth the disposition of each Claim. At the request of any party, the arbitrator shall also set forth a written explanation of the essential findings and conclusions on which the award is based. An arbitration award shall decide the rights and obligations only of the parties named in the arbitration, and shall not have any bearing on another person or dispute.

If your Claim is for $10,000 or less, you may choose whether the arbitration will be conducted solely on the basis of documents, in a telephonic hearing, or in an in-person hearing.

Any in-person hearing will take place in the federal judicial district that includes your billing address at the time the Claim is filed, unless the parties agree to a different place.

**The Arbitrator's Decision:** The arbitrator's decision will be final and binding on the parties. A party can file a written appeal to the arbitration administrator within thirty (30) days after an award is issued. The appeal will proceed before a panel of three neutral arbitrators designated by the same arbitration administrator. The panel will decide anew all factual and legal issues, following the same rules of procedure, by majority vote any aspect of the original decision objected to. The costs of such an appeal will be borne in accordance with the below paragraph entitled "Fees and Costs". Any review by a court shall be governed by the Federal Arbitration Act. Any final arbitration award will be binding on the named parties and enforceable by any court having jurisdiction.

**Fees and Costs:** We will pay any costs that are required to be paid by us under the arbitration administrator's rules of procedure. If you file the arbitration, you will pay your share of the initial filing fee, unless you seek and qualify for a fee waiver under the applicable rules of the arbitration

administrator. The party filing an appeal shall be responsible for all filing fees and costs of the appeal unless prohibited by administrator's rules of procedure. All parties are responsible for their own attorney's fees, expert fees and any other expenses, unless the arbitrator awards such fees or expenses to you or us if allowed by applicable law.

**Other Parties Subject to this Agreement to Arbitrate:** In addition to you and us, the rights and duties described in this agreement to arbitrate apply to: any third party co-defendant of a claim subject to this arbitration provision; all joint account holders, Additional Cardholders, and Authorized Users of your Account(s).

**How to REJECT this Agreement to Arbitrate:** You can reject this agreement to arbitrate but only if we receive from you a written notice of rejection within 45 days after it was first provided to you. To reject this agreement to arbitrate you must send the notice of rejection to: Credit One Bank, Attention: Arbitration Opt Out, P. O. Box 98873, Las Vegas, NV 89193-8873. Rejection notices sent to any other address will not be accepted or effective. If you decide to reject this agreement to arbitrate in writing, your notice must state that you reject this agreement to arbitrate and include your name, address, account number, and personal signature. Rejection of arbitration will not affect your other rights or responsibilities under this Card Agreement.

**Survival, Severability, and Amendment of Terms:**
*Survival.* This agreement to arbitrate shall survive changes in the Agreement and termination of the Account or the relationship between you and us, including the bankruptcy of any party and any transfer or sale of your Account, or amounts owed on your Account, to another person or entity.
*Severability.* If any part or parts of your agreement to arbitrate are declared unenforceable, then such specific part or parts shall be of no force or effect and shall be severed, but the remainder of this agreement to arbitrate shall continue in full force and effect. If, however, the entire agreement to arbitrate or your waiver of the right to bring or participate in a class or representative action or in consolidation procedures is unenforceable, then the agreement to arbitrate shall be of no force or effect. Notwithstanding the preceding sentence, with respect to California Account Holders, if arbitration is unenforceable, in whole or in part, you and we agree to resolve any Claim by a judicial reference proceeding as described above.
*Amendment in Writing Only.* This agreement to arbitrate may not be amended, severed, or waived, except as expressly provided in the Agreement or in a written agreement between you and us.

## *Other Information*

**Transactions in Foreign Currencies:** If you make a transaction at a merchant that settles in a currency other than U.S. dollars, Mastercard International Incorporated or Visa Incorporated will convert that charge into a U.S. Dollar amount. That conversion will be done at a rate selected by Mastercard or Visa from the range of rates available in wholesale currency markets for the applicable central processing date, which rate may vary from the rate Mastercard or Visa itself receives, or the government-mandated rate in effect for the applicable central processing date. The currency conversion rate used on the processing date may differ from the rate that would have been used on the purchase date or on the date the transaction is posted to your Account. You agree to pay the converted amount, including any charges for the conversion that may be imposed as described above.

**Changes to Your Agreement:** The rates, fees and terms of this Agreement may change and we may add or delete any term to this Agreement, consistent with applicable law. We will give you advance written notice of these changes and a right to reject the change, if required by law.

**Unauthorized Use:** Notify us immediately if your Card is lost or stolen or you suspect that someone is using your Card or Account without your permission.

**Assignment:** We may assign any or all of our rights and obligations under this Agreement. You may not assign any of your rights or obligations under this Agreement.

**No Waiver:** We will not lose our rights under this Agreement because we delay or do not enforce them.

**Governing Law:** This Agreement is governed by and interpreted in accordance with the laws applicable to national banks, and, where no such laws apply, by the laws of the State of Nevada, excluding the conflicts of law provisions thereof, regardless of your state of residence.

**Conformance with Law; Severability:** If any part of this Agreement conflicts with applicable law, that provision will be considered modified to conform to applicable law. If any part of this Agreement is invalid, the rest shall remain in effect, except as otherwise noted in the Arbitration Provision.

## *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 the Billing Inquiries address on the statement.

In your letter, give us the following information:

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

You must contact us:

- Within 60 days after the error appeared on your statement.
- At least 3 business days before an automated payment is scheduled, if you want to stop payment on the amount you think is wrong.

You must notify us of any potential errors in writing. You may call us, but if you do we are not required to investigate any potential errors and you may have to pay the amount in question.

**What Will Happen After We Receive Your Letter**

When we receive your letter, we must do two things:

1. Within 30 days of receiving your letter, we must tell you that we received your letter. We will also tell you if we have already corrected the error.
2. Within 90 days of receiving your letter, we must either correct the error or explain to you why we believe the bill is correct.

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

- We cannot try to collect the amount in question, or report you as delinquent on that amount.
- The charge in question may remain on your statement, and we may continue to charge you interest on that amount.
- While you do not have to pay the amount in question, you are responsible for the remainder of your balance.
- We can apply any unpaid amount against your credit limit.

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

*If we made a mistake:* You will not have to pay the amount in question or any interest or other fees related to that amount.

*If we do not believe there was a mistake:* You will have to pay the amount in question, along with applicable interest and fees. We will send you a statement of the amount you owe and the date payment is due. We may then report you as delinquent if you do not pay the amount we think you owe.

If you receive our explanation but still believe your bill is wrong, you must write to us within 10 days telling us that you still refuse to pay. If you do so, we cannot report you as delinquent without also reporting that you are questioning your bill. We must tell you the name of anyone to whom we reported you as delinquent, and we must let those organizations know when the matter has been settled between us.

If we do not follow all of the rules above, you do not have to pay the first $50.00 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 $50.00. (Note: Neither of these are necessary if your purchase was based on an advertisement we mailed to you, or if we own or operate the company that sold you the goods or services.)
2. You must have used your credit card for the purchase. Purchases made with cash advances from an ATM or with a check that accesses your credit card account do not qualify.
3. You must not yet have fully paid for the purchase.

If all of the criteria above are met and you are still dissatisfied with the purchase, contact us in writing at the Billing Inquiries address shown on your statement.

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

## ***Rewards Program Supplement***

This document ("Supplement") describes the terms and conditions of the Credit One Bank Cash Back Rewards Program ("Program") and supplements the Card Agreement that governs your credit card account issued by Credit One Bank, N.A. (the "Account"). By using the Account, you agree to participate in the Program. Your participation is subject to the terms of the Card Agreement, including the arbitration agreement, if applicable, and this Supplement. In the event of a conflict between the Card Agreement and this Supplement, with respect to matters relating to the Program, this Supplement controls.

**Earning Cash Back Rewards:** You earn cash back rewards for Purchases using your Account minus returns, refunds, disputed charges and fraudulent transactions ("Net Eligible Purchases") equal to 1% in the following categories:

- gasoline (Service Stations, Automated Fuel Dispensers, Petroleum and Petroleum Products, Marinas and Marine Services),
- grocery (Grocery Stores and Supermarkets, Freezer and Meat Provisioners, Miscellaneous Food Stores – Convenience Stores and Specialty Markets. Grocery Purchases do not include Purchases at superstores, at stores that sell groceries and other products like drugstores; or at smaller stores like bakeries, candy, nut or confection stores),
- mobile phone service (Telecommunication Equipment and Telephone Sales, Telecommunication Services, including Local and Long-Distance Calls, Credit Card Calls, Calls Through Use of Magnetic-Stripe-Reading Telephones, and Fax Services), and
- internet, cable and satellite TV subscription services (Cable, Satellite and Other Pay Television/Radio/Streaming Services, Computer Network/Information Services).

**Purchases That Are Not Eligible:** Purchases from the following types of merchants are not eligible for cash back rewards:

- oil, propane, home heating companies,
- PayPal,
- warehouse clubs (including but not limited to Sam's Club, Costco, and BJ's),
- discount supercenters (including but not limited to Walmart® and Target®).

You do not earn cash back rewards on Cash Advances, Balance Transfers, interest, fees, and other charges. If your Account is in default, as defined in your Card Agreement, at the time the cash back rewards are to be posted to your Account, you WILL NOT receive the applicable credit. Cash back rewards have no cash value; however, when redeemed in accordance with the Program have a redemption value. See "**Redeeming Cash Back Rewards**" below. Cash back rewards may not be transferred to any other person including through such events as inheritance, bankruptcy, or divorce.

Earning and accruing cash back rewards is not limited as long as your Account is in good standing, and you may have a negative cash back rewards balance (because of returns and other post transaction actions). If your Account has a negative cash back rewards balance, any newly earned cash back rewards will be used to offset that negative balance until that balance has been brought to zero. As long as your Account is in good standing, your cash back rewards do not expire. Cash back rewards are forfeited 90 days after your Account is closed by you or us. If we find evidence of misuse, fraud or the Account is in default, as defined in your Card Agreement, no redemptions of your cash back rewards, automatic or manual, will be permitted; provided that if your Account is closed because of nonpayment, you will have 90 days to redeem any cash back rewards from the date the notice is sent to you. See "**Redeeming Cash Back Rewards**." Cash back rewards from separate accounts cannot be combined. Authorized Users earn cash back rewards on the Account, but only the primary Cardholder may redeem cash back rewards.

**Merchant Categories:** Merchants who accept credit cards are assigned a merchant code, which is determined by the merchant or its processor in accordance with the applicable credit card network's procedures based on the kinds of products and services they primarily sell. We have no control over merchant codes. Please note:

- We make every effort to include all relevant merchant codes in our cash back rewards categories. However, even though a merchant or some of the items that it sells may appear to fit within a cash back rewards category, the merchant may not have a merchant code in that category or may not use an eligible merchant code. When this occurs, Purchases with that merchant will not qualify for cash back rewards on purchases in that category.
- A merchant with more than one location may submit Purchases using different codes, including codes that are not eligible under this Program. This means that Purchases from the same merchant at a different location may result in no cash back rewards. Purchases made without an eligible code WILL NOT qualify for cash back rewards.
- Purchases submitted by you, an authorized user, or the merchant through third-party payment accounts, mobile or wireless card readers, online or mobile digital wallets, or similar technology will not qualify in a cash back rewards category if the technology is not set up to process the purchase in that cash back rewards category.

**Redeeming Cash Back Rewards:** Cash back rewards may be redeemed automatically ("Automatic Redemption") only for statement credits; or redeemed manually ("Manual Redemption"), for statement credits, gift cards, or other goods or services. You can switch between Automatic and Manual Redemption, but in order to do so, you must have an online Account that you can access via CreditOneBank.com or the Credit One Bank Mobile App. All cash back rewards redemptions are subject to terms and conditions set forth in this Supplement and at https://www.creditonebank.com/rewardsredemptionterms.

- Manual Redemption: Upon Account opening, your Account will be set to Manual Redemption. Cash back rewards will post to your Account within thirty-seven days after a Net Eligible Purchase posts to your Account. The amount of cash back rewards you need to redeem for consumer goods and services will be determined at redemption and may change without notice. The most up-to-date amount of cash back rewards you have available to redeem (which reflects any adjustments, transfers, or redemptions) is available online or by calling the customer service number and may differ from the available cash back rewards shown on your last monthly billing statement.

- Automatic Redemption: Cash back rewards may be redeemed automatically as statement credits. To do so, you must change your redemption setting from Manual Redemption to Automatic Redemption. If you switch from Manual to Automatic Redemption, any cash back reward balance accrued while your Account has a Manual Redemption setting will be applied to your Account as a statement credit in any month your redemption setting is set to Automatic Redemption as of 3:00 p.m. Central Time on the first day of the month. We will post a statement credit to your Account within thirty-seven days after the end of the month based on the Net Eligible Purchases posted to your Account from the first day to the last day of the current month. You will receive an automatic rewards credit on each statement that has at least one Net Eligible Purchase.

**Feedback:** If you send or transmit any communications, comments, questions, suggestions, or related materials, whether by letter, e-mail, telephone, or otherwise (Feedback), suggesting or recommending changes to the Program or how cash back rewards are fulfilled, including, without limitation, new features or functionality, you grant us and any of our vendors a perpetual right to use the Feedback for our own and their own, respective internal business purposes. Further, we, our service providers, vendors, and any subcontractors disclaim any liability to you for any such use of Feedback for our or their own, respective internal business purpose.

**Consumer Goods/Services Disclaimer: BY PARTICIPATING IN THE PROGRAM, YOU ACKNOWLEDGE AND AGREE THAT CREDIT ONE BANK AND ITS VENDORS ARE ONLY PROVIDING THE PROGRAM TO EARN AND REDEEM CASH BACK REWARDS AND NOT PROVIDING CONSUMER GOODS OR SERVICES. CREDIT ONE BANK AND ITS VENDORS ARE NOT INVOLVED IN WARRANTING ANY CONSUMER GOODS OR SERVICES WHICH YOU MAY ACQUIRE UTILIZING THE PROGRAM AND REDEMPTION SERVICES. CREDIT ONE BANK AND ITS VENDORS DO NOT MAKE, AND AFFIRMATIVELY DISCLAIM, ANY AND ALL WARRANTIES, EXPRESS OR IMPLIED, WITH RESPECT TO SUCH CONSUMER GOODS OR SERVICES, INCLUDING WITHOUT LIMITATION, ANY WARRANTY OF MERCHANTABILITY, SUITABILITY FOR A PARTICULAR PURPOSE, OR AGAINST INFRINGEMENT. WARRANTIES FOR CONSUMER GOODS AND SERVICES ARE LIMITED TO THE APPLICABLE THIRD-PARTY SUPPLIER'S WARRANTIES AND RETURN POLICIES. BY PARTICIPATING IN THE PROGRAM, YOU ACKNOWLEDGE AND AGREE TO LOOK SOLELY TO THE APPLICABLE MERCHANT PROVIDING THE CONSUMER GOODS AND/OR SERVICES REDEEMED OR PURCHASED BY YOU UTILIZING THE PROGRAM FOR ANY WARRANTY, REMEDY, OBLIGATION AND/OR LIABILITY WITH RESPECT TO SUCH CONSUMER PRODUCTS AND/OR SERVICES. BY PARTICIPATING IN THE PROGRAM, YOU RELEASE CREDIT ONE BANK AND ITS VENDORS FROM ANY AND ALL LIABILITY WITH RESPECT TO SUCH CONSUMER GOODS AND SERVICES.**

**Information Disclaimer: IN THE COURSE OF PROVIDING THE PROGRAM AND REDEMPTION SERVICE FOR CONSUMER GOODS AND/OR SERVICES, CREDIT ONE BANK AND/OR ITS VENDORS MAY INTEGRATE WITH THIRD-PARTY SUPPLIERS SELECTED OR CHANGED BY CREDIT ONE BANK AND/OR ITS VENDORS, IN THEIR SOLE DISCRETION, FOR THE FULFILLMENT OF SUCH CONSUMER GOODS AND/OR SERVICES REDEEMED OR PURCHASED UTILIZING THE PROGRAM. IN ORDER TO FACILITATE FULFILLMENT OF THE CONSUMER GOODS AND SERVICES WITH THE THIRD-PARTY SUPPLIERS, CREDIT ONE BANK AND/OR ITS VENDORS MAY SEND YOUR REQUIRED PERSONAL AND OTHER INFORMATION (WHICH CAN INCLUDE, BUT IS NOT LIMITED TO FIRST NAME, LAST NAME, SHIPPING ADDRESS, PHONE NUMBER AND EMAIL ADDRESS) TO THIRD-PARTY SUPPLIERS TO FACILITATE THE PURCHASE OR REDEMPTION. BY PARTICIPATING IN THE PROGRAM AND REDEEMING CASH BACK REWARDS FOR CONSUMER GOODS OR SERVICES, YOU THEREFORE AGREE THAT CREDIT ONE BANK AND ITS VENDORS WILL NOT BE HELD RESPONSIBLE AND YOU HEREBY RELEASE CREDIT ONE BANK AND ITS VENDORS FROM ANY LIABILITY FOR YOUR INFORMATION AFTER IT IS INPUT INTO THE REDEMPTION FULFILLMENT SERVICES, FOR THE EXCLUSIVE BENEFIT OF, AND USE BY, THE THIRD-PARTY SUPPLIER, BY YOU AND CORRECTLY TRANSMITTED TO THE THIRD-PARTY SUPPLIER FOR ORDER FULFILLMENT. AFTER YOUR INFORMATION IS PLACED INTO THE REDEMPTION FULFILLMENT SERVICE, YOUR INFORMATION SHALL BE SUBJECT TO THE PRIVACY POLICY AND TERMS OF SUCH THIRD-PARTY SUPPLIER.**

**Program Restrictions:** Cash back rewards posted as a statement credit will reduce the balance on your Account but will not count as payments. You will still be required to pay at least the Minimum Payment Due as shown on your billing statement each month. You WILL NOT earn cash back rewards for Purchases made while your Account is in default as defined within your Card Agreement. This Program excludes Accounts already enrolled in a different Credit One Bank cash back or other rewards program.

**Changes:** The Program may be changed (added to, modified, or deleted) by us at any time, including without limitation changes to the definition of eligible and non-eligible purchases. We will give you prior notice to the extent required by law. Any revision may affect your ability to earn or redeem cash back rewards.

**Termination:** We may suspend or terminate the Program or your participation in the Program at any time and will give you prior notice to the extent required by law. If we suspend or terminate the Program or your participation in the Program, you will have 90 days to redeem any cash back rewards from the date the notice is sent to you. See "**Redeeming Cash Back Rewards**."

**Limited Liability:** Unless otherwise required by law, this Program, or our Card Agreement with you, we will not be liable to you or anyone making a claim on your behalf, in connection with: (1) any change or termination of the Program; (2) any loss, damage, expense or inconvenience caused by any occurrence outside of our control; (3) any taxes that you incur as a result of receiving cash back rewards, payment of which taxes will be your responsibility; (4) any merchandise or services you purchase, or for any direct, indirect or consequential damages with respect to the use of your Account. In any event, any liability that Credit One Bank may have to you in connection with the Program shall be limited to the amount of any cash back rewards you have earned in this Program. The Program and cash back rewards are void or limited where prohibited or restricted, respectively, by federal, state, or local law.

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# *CARD AGREEMENT*

## ***Pricing Summary***

| Interest Rates and Interest Charges | |
|---|---|
| **ANNUAL PERCENTAGE RATE (APR) for Purchases** | **29.74%**<br>This APR will vary with the market based on the Prime Rate. |
| **ANNUAL PERCENTAGE RATE (APR) for Balance Transfers** | **29.74%**<br>This APR will vary with the market based on the Prime Rate. |
| **ANNUAL PERCENTAGE RATE (APR) for Cash Advances** | **31.74%**<br>This APR will vary with the market based on the Prime Rate. |
| **Paying Interest** | Your due date is at least 24 days after the close of each billing cycle. We will not charge you any interest on Purchases if you pay your entire balance by the due date each month. We will begin charging interest on Cash Advances and Balance Transfers from the posting date. |
| **Minimum Interest Charge** | If you are charged interest, the charge will be no less than $1.00. |
| **For Credit Card Tips from the Consumer Financial Protection Bureau** | **To learn more about factors to consider when applying for or using a credit card, visit the website of the Consumer Financial Protection Bureau at http://www.consumerfinance.gov/learnmore.** |
| **Fees** | |
| **Annual Fee** | **$99** for the first year. After that **$120** annually (billed at $10.00 per month). |
| **Transaction Fees**<br>• Balance Transfer<br>• Cash Advance<br>• Foreign Transaction | <br>Either **$5** or **8%** of the amount of each Balance Transfer, whichever is greater.<br>Either **$5** or **8%** of the amount of each Cash Advance, whichever is greater.<br>Either **$1** or **3%** of the amount of each purchase in U.S. dollars, whichever is greater. |
| **Penalty Fees**<br>• Late Payment<br>• Returned Payment | <br>Up to **$39***<br>Up to **$39**** |

**How We Will Calculate Your Balance:** We use a method called "average daily balance (including new Purchases)." See your Card Agreement for more details.

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

***Late Payment Fee:** We will charge the maximum safe harbor amount, which is set annually in accordance with 12 C.F.R. 1026.52(b)(1)(ii)(D). Currently the fee is $29, unless you incurred a Late Payment Fee during the prior six billing cycles. If you did, the fee is currently $39. This fee will not exceed the related Minimum Payment that was due. We charge a Late Payment Fee to your Account if at least the Amount Due This Period (less any

Late Payment Fee for the current billing cycle) plus any Past Due Amount is not received by 5:00 p.m. PT on the Payment Due Date shown on your statement.

****Returned Payment Fee:** We will charge the maximum safe harbor amount, which is set annually in accordance with 12 C.F.R. 1026.52(b)(1)(ii)(D). If a payment is not honored upon first presentment, even if the payment is later honored, a Returned Payment Fee will be charged to your Account. Currently, the fee is $29, unless you incurred a Returned Payment Fee in the prior six billing cycles. If you did, the fee is currently $39. This fee will not exceed the related Minimum Payment that was due.

**Additional Rate Information:** The Purchase and Balance Transfer APR equals the Prime Rate plus a margin of 22.99%. This corresponds to a monthly periodic rate of 2.47833%. The Cash Advance APR equals the Prime Rate plus a margin of 24.99%. This corresponds to a monthly periodic rate of 2.64500%.

**Minimum Payments:** 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 the sum of:

- 5% of your outstanding balance, rounded up to the next whole dollar, or $30, whichever is greater;
- any Late Payment Fee for the current billing cycle;
- and any Past Due Amount (excluding any past due Late Payment Fees).

## ***The Agreement***

This Agreement, together with the Pricing Summary, is your contract with us.

**Accepting this Agreement:** You accept this Agreement when you use the Account. You may still reject this Agreement if you have not yet used the Card, used the Account, or paid a fee after receiving a billing statement. To reject the Agreement, call us at 866-515-5721 or write us at Bank Card Center, P.O. Box 95516, Las Vegas, NV 89193-5516. If you reject the Agreement, you are not responsible for any fees or charges.

**Arbitration:** This Agreement includes an Arbitration Provision with class action and jury trial waivers. You can reject the Arbitration Provision. See "How to REJECT this agreement to arbitrate" in the Arbitration section. If you do not, it will be part of this Agreement.

**Promise to Pay:** You agree to pay us for all amounts due on your Account, including credit for Purchases, Balance Transfers, and Cash Advances, as well as interest charges and fees. This includes charges made by Additional Cardholders and other Authorized Users.

## ***Definitions***

**Account** means the Credit One Bank card account under this Agreement.

**Authorized User** means any person you allow to use your Account or Card, including Additional Cardholders. If the Authorized User has been issued a Card and you want to terminate the Authorized User, you must notify us by telephone or in writing.

**Balance Transfer** means a transaction we designate that allows you to use your Account to pay another creditor or yourself. Balance Transfers cannot be used to pay us or our affiliates. A Balance Transfer will be subject to the terms of the Balance Transfer offer and this Agreement.

**Card** refers to one or more cards or access devices, including your Account number, that we give you or someone else with your authorization to get credit under this Agreement.

**Cardholder** refers to each person with a card issued in their name.

**Cash Advance** means the use of your Account to obtain funds at a financial institution or the use of a Convenience Check.

**Convenience Check** means a check we issue to you to take a Cash Advance. You may not use these checks to pay us or our affiliates.

**Purchase** means the use of the Account to obtain goods or services.

**Prime Rate** means the highest U.S. Prime Rate in the Money Rates section of The Wall Street Journal on the 25th day of the month, or the next day if that day is not a publication day. If The Wall Street Journal does not publish the U.S. Prime Rate, we may substitute another index.

**we**, **us**, **our**, and **Credit One Bank** refer to Credit One Bank, N.A., the issuer of your Card.

**you**, and **your** refer to each person who has applied for the Account and where appropriate, the Authorized User.

## *Features and Use of Your Account*

**Using Your Card:** You may make Purchases wherever the Card is accepted. You may use the Account to obtain Cash Advances, but you may not make more than two Cash Advance transactions per day which may not exceed the lower of your available credit for cash or $200. You may use the Account only for personal, family, or household purposes, and if your Account is used for any other purpose you are still responsible for such use. You may not use the Account for business or commercial purposes. The Account may not be used for online or internet gambling or illegal purposes.

**Your Credit Limit:** We will tell you your credit limit. Keep your Account balance below your credit limit. If you do not, you must still pay us. We may designate part of your credit limit as a Cash Advance limit and part as a Balance Transfer limit. We may change your credit limit(s) at any time, without notice. You may use a portion of your credit limit for Cash Advances and Balance Transfers. Each Purchase, Cash Advance, and Balance Transfer obtained will reduce the amount of available credit under your credit limit until it is repaid. We may delay increasing your available credit by the amount of any payment that we receive for up to 12 calendar days.

**Credit Limit Increase:** To request a credit limit increase contact the Customer Service number on your statement. We may impose a fee for processing the request.

**Credit Authorizations:** We may decline to authorize a transaction for any reason. We will not be liable to you if we decline a transaction or if anyone refuses any use of your Card.

**Automatic Billing:** You may set up automatic billing with a merchant. You authorize us to provide an updated Account number or Card expiration date to any merchant at our discretion. Contact the merchant to stop automatic billing.

**Joint Accounts:** If this is a joint account, each of you is responsible individually and together for all amounts owed. Each of you is responsible even if the Account is used by only one of you. You will continue to be liable for the entire balance of the Account, even if your co-applicant is ordered by a court to pay us. You will remain liable to us if your co-applicant fails to pay as ordered by the court. Your Account status will continue to be reported to the credit reporting agencies under each of your names. The delivery of notices or billing statements to either of you serves as delivery to each of you. We may rely on instructions given by either of you. We are not liable to either of you for relying upon such instructions.

**Electronic Access:** Applications (apps) on electronic devices (such as mobile wallets) can store your Card and can be used to get credit under this Agreement. Such transactions are covered by this Agreement. Apps may have separate terms of use. We are not responsible if you violate those terms or for any consequences from violating those terms.

**Additional Cardholder:** At your request, we may, at our discretion, issue, in the name of another person, an additional Card on your Account. That person is an Additional Cardholder, as well as an Authorized User. An Additional Cardholder has access to certain Account information including balance, available credit and payment information. If you advise us that the Additional Cardholder is your spouse, information regarding the Account will be provided to consumer reporting agencies in your name as well as in the name of the Additional Cardholder. By requesting that we add an Additional Cardholder to your Account, you represent that you (1) have the consent of the Additional Cardholder to be added to the Account, (2) have provided a copy of this Agreement to the Additional Cardholder, and (3) if the Additional Cardholder is your spouse, you have told the Additional Cardholder that Credit One Bank will furnish credit information about them to the credit reporting agencies in connection with the Account. The Additional Cardholder may report the Card lost or stolen and may remove him or herself from the Account.

## *Interest Rates and Interest Changes*

**Annual Percentage Rates (APRs):** See the Pricing Summary for your APRs. The APR for Balance Transfers will be the same as the APR for standard Purchases, unless a promotional rate applies.

**Variable Rates:** Your Pricing Summary indicates whether you have any variable APRs. Variable APRs are determined by adding to the Prime Rate the number of percentage points ("margin") specified in the Pricing Summary. Variable APRs will increase or decrease when the Prime Rate changes. The APR change will take effect beginning with billing cycles that end on or after the first day of the month after the month in which the Prime Rate changes. An increase in the APR will increase your interest charges and may increase your Minimum Payment Due.

**Average Daily Balance Method (including new transactions):** We calculate interest each billing cycle by first figuring the "average daily balance" for each type of balance. Standard Purchases, standard Cash Advances, standard Balance Transfers, and each promotional offer, are all types of balances.

For each type of balance, for each billing cycle, we start with the balance on the last day of your previous billing cycle. We subtract any unpaid interest. This is the beginning balance each day. Each day of the billing cycle we subtract any new payments and credits applied to that type of balance. We

add any new transactions and fees for that type of balance. We add Purchases, Cash Advances, and Balance Transfers on the post date. We add transaction fees on promotional rate and non-promotional rate Balance Transfers to the same type of balance as the transaction. We add all other fees to the standard Purchase balance. This gives us the daily balance for that type of balance, except that if the daily balance is negative, we treat it as zero. We then add up all of the daily balances and divide by the number of days in the billing cycle. This gives us the "average daily balance" for that type of balance. We multiply the average daily balance by the applicable monthly periodic rate (the APR divided by 12). This gives us the interest charged for that type of balance for that billing cycle. This interest is included in the Account balance on the last day of the billing cycle. The results for all types of balances are then added together to determine the total interest charged that billing cycle.

**When Interest Begins:** We begin to impose interest on a transaction or fee from the day we add it to the daily balance. We continue to impose interest 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 billing statement by the Payment Due Date shown on that billing statement, we will not impose interest on new Purchases paid by the Payment Due Date on your current billing statement. The Payment Due Date will be at least 24 days after the close of the billing cycle. If you have been paying your Account balance in full and thereby avoiding interest on Purchases, but then do not pay the next New Statement Balance in full by the Payment Due Date, in that billing cycle we will start charging interest on the unpaid portion of your balance.

## ***Fees***

See the Pricing Summary for additional Fee information.

**Annual Fee:** If your Account is subject to an Annual Fee, the amount and when it is billed is shown on the Pricing Summary. The Annual Fee is billed to the Account until the Account is closed and the outstanding balance is paid in full. The Annual Fee is refundable as long as you cancel your Account and have not used your card for any Purchases, Cash Advances, or Balance Transfers and you have not made a payment.

**Credit Limit Increase Fee:** If a fee is imposed for processing a Credit Limit increase request, we will tell you the amount of the fee at the time of your request and before you agree to it.

**Foreign Transaction Fee:** We add this fee, unless "None" is stated in the Pricing Summary table, for each purchase made outside the U.S. (A purchase is made outside the U.S. unless it is made with a U.S. merchant, processed completely in the U.S., and in U.S. dollars.) The fee is a percentage of the U.S. dollar amount of the purchase.

**Optional Express Payment Service Fee:** If a representative of ours helps expedite your payment, we may impose an Express Payment fee. You will be informed of the amount of the fee before you complete the transaction.

**Duplicate Statement Fee:** If you request a duplicate copy of a monthly statement, for any purpose other than to assert a billing error, you will be charged a fee of up to $10 for each statement copy requested.

**Sales Slip Request Fee:** If you request a copy of a sales slip, for any purpose other than to resolve a dispute about the charges on your Account, you will be charged a fee of $6 for each sales slip copy requested.

**Replacement Card Fee:** If you request a replacement card, a Replacement Card Fee of up to $25 may be charged to your Account.

## ***Payments***

**Minimum Payment Due:** See the Pricing Summary for the minimum payment requirements.

**Small Balances:** As it is uneconomical for both you and us to process payments or maintain credits that are $1 or less in amount, you agree as follows: (1) In any billing cycle in which you have had no transactions and your New Balance on the billing date is $1 or less, the balance will be rounded to zero and you will not receive a bill for this amount. (2) In the event that you have a credit balance of $1 or less for two consecutive billing cycles, the balance will be rounded to zero and you will not receive a refund of this amount.

**Payment Instructions:** You must pay us in U.S. dollars, in funds on deposit in the U.S. 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.

**Irregular Payments:** Any payment submitted in offer of settlement of a disputed debt, including any item containing a notation such as "paid in full," and any other item with a restrictive endorsement, must be sent to: Credit One Bank, P.O. Box 95516, Las Vegas, NV 89193-5516. We can accept

late payments, partial payments, and checks or other items with restrictive endorsements at any other address without losing any of our rights under this Agreement.

**Postdated Checks:** You agree that we need not examine any payment check to confirm that it is not postdated and that we may deposit any postdated check on the day we receive it.

**Payment Allocation:** We apply payments up to the Minimum Payment Due and credits at our discretion, which may result in balances at lower APRs being paid first and higher interest charges. Payments over the Minimum Payment Due will be applied to balances with higher APRs first.

## ***Collecting, Sharing, and Updating Information***

**Customer Privacy:** We send you our Privacy Policy when you open your Account and thereafter in accordance with applicable law. 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. You accept the terms of our Privacy Policy when you use the Account. Contact us or visit CreditOne.com if you would like a copy.

**Information About You:** You authorize us to obtain and/or use information about you from third parties and credit reporting agencies to: (1) verify your identity and/or conduct investigative inquiries; (2) determine your income and credit eligibility; (3) review your Account and provide renewal of credit; (4) verify your current credit standing in order to present future credit limit increases or decreases; (5) qualify you for and present additional lines of credit or other offers; and (6) collect amounts owing on your Account. Upon request, we will tell you the name and address of any credit reporting agency that provided us with information concerning you.

**Furnishing Information:** We may furnish information concerning your Account or credit file to consumer reporting agencies and others who may properly receive that information. If you believe that information we furnished is inaccurate or incomplete, please write us at Credit One Bank, P. O. Box 98873, Las Vegas, NV 89193-8873. Please include your name, address, home phone number and Account number.

**Telephone Calls, Text Messages and Emails Regarding Your Account:** You are providing express written permission and consent authorizing Credit One Bank and our agents, servicers, contractors, subsidiaries, affiliates, officers, and other partners and employees to contact you at any phone number (including mobile, cellular/wireless, or similar devices) or email address you provide at any time, for any lawful purpose. The ways in which we may contact you include live operator, dialing system, automatic telephone dialing systems (auto-dialer), prerecorded and artificial voice message, text/SMS message or email. Phone numbers and email addresses you provide include those you give to us, those from which you, or someone acting on your behalf, contact us or which we obtain through other means. If you provide a phone number for which you are not the owner, you confirm you are authorized to provide that number. Such lawful purposes include, but are not limited to: obtaining information; activation of the card for verification and identification purposes; account transactions or servicing related matters; suspected fraud or identity theft; collection on the Account; and providing information about special products and services. You agree to pay any fee(s) or charge(s) that you may incur for incoming communications from us or outgoing communications to us, to or from any such number or email address, without reimbursement from us.

**Communication Revocation:** You may revoke your authorization for most communications. However, you cannot revoke authorization for fraud related communications or legally required communications. To change your communication preferences or to revoke consent you must write us. Please:

- include your name, mailing address, and the last four digits of your Account number;
- specify whether you are changing your preferences regarding mail, telephone calls, emails, and/or text or SMS messages;
- provide the specific phone number(s) and/or email address for which you are requesting communications to cease;
- send this written notice to: Credit One Bank, P.O. Box 98873, Las Vegas, NV 89193-8873.

Certain communication preferences can be changed on-line. Please log in to your Account to see if that option is available.

**Telephone Monitoring:** You agree that we (and our servicers, agents and contractors) may monitor and record any calls between you and us.

**Updating Your Phone Number:** Notify us immediately if you change mobile or cell phone numbers or plan to give your phone to someone else. It is your responsibility to provide us with a true, accurate and complete mobile number and to maintain and update promptly any changes in this information. You can update your mobile number by calling us at the phone number on the back of your Card.

**Indemnification:** If you provide telephone number(s) for which you are not the subscriber, or fail to notify us when you cease to be the subscriber for a telephone number you previously gave us, you agree to indemnify us, our subsidiaries, affiliates, officers, agents, servicers, contractors, and other partners and employees for any costs and expenses, including reasonable attorneys' fees, incurred as a result of us contacting or attempting to contact you at the number(s). Your obligation under this paragraph shall survive termination of the Agreement.

## *Account Closure*

**Default:** You are in default under this Agreement if (1) bankruptcy or another insolvency proceeding is filed by or against you; (2) we reasonably believe you are unable or unwilling to repay us; (3) you die or are legally incompetent or incapacitated; (4) you fail to comply with the terms of this Agreement, including failing to make a required payment when due, exceeding your credit limit or using your Card or Account for an illegal transaction; (5) you give us misleading, false, incomplete or incorrect information or fail to give us any information we deem necessary; or (6) if you no longer permanently reside in the United States or its territories. If you are in default, we may declare the entire Account balance immediately due and payable without advance 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.

**Closing Your Account:** You may close your Account at any time. You will remain responsible for any amount you owe us under this Agreement. Any joint Cardholder may cancel a joint Account. However, both of you will remain responsible for paying all amounts owed. If your Account is subject to an Annual Fee, the fee will continue to be charged until you pay your outstanding balance in full.

We may cancel, suspend or not renew your Card, Account, or access to the credit line at any time and for any reason without notice. If your Account is closed by us, the Annual Fee will continue to be charged until you pay your outstanding balance in full.

However, when your Account is closed, if there is: (1) a debit balance of $1 or less, that balance will be rounded to zero and you will not be required to pay this amount; or (2) a credit balance of $1 or less, that balance will be rounded to zero and this amount will not be refunded to you. The rounding to zero may occur after your closing statement cycles, and you may not receive a statement reflecting the rounding.

## *Arbitration Agreement*

**PLEASE READ CAREFULLY—IMPORTANT—AFFECTS YOUR LEGAL RIGHTS**

This agreement to arbitrate provides that you or we can require controversies or disputes between us to be resolved by BINDING ARBITRATION. You have the right to REJECT this agreement to arbitrate by using the procedure explained below.

If you do not reject this agreement to arbitrate, you GIVE UP YOUR RIGHT TO GO TO COURT and controversies or disputes between us will be resolved by a NEUTRAL ARBITRATOR INSTEAD OF A JUDGE OR JURY, using rules that are simpler and more limited than in a court. Arbitrator decisions are subject to VERY LIMITED REVIEW BY A COURT. Arbitration will proceed INDIVIDUALLY— CLASS ACTIONS AND SIMILAR PROCEDURES WILL NOT BE AVAILABLE TO YOU.

**Agreement to Arbitrate:** You and we agree that either you or we may, without the other's consent, require that controversies or disputes between you and us (all of which are called "Claims"), be submitted to mandatory, binding arbitration. This agreement to arbitrate is made pursuant to a transaction involving interstate commerce, and shall be governed by, and enforceable under, the Federal Arbitration Act (the "FAA"), 9 U.S.C. §1 et seq., and (to the extent State law is applicable), the laws of the State of Nevada.

For purposes of this agreement to arbitrate, "you" includes you, any co-applicant, any Authorized User (including Additional Cardholders), or anyone else connected with you or claiming through you; and "we" or "us" includes Credit One Bank, N.A., all of its parents, subsidiaries, affiliates, successors, predecessors, employees, and related persons or entities, and all third parties who are regarded as agents or representatives of us in connection with the subject matter of the claim or dispute at issue.

**Covered Claims:** Claims subject to arbitration include, but are not limited to, any controversies or disputes arising from or relating in any way to your Account; any transactions involving your Account; any disclosures made to you concerning your Account; any interest, charges, or fees assessed on your Account; any service(s) or programs related to your Account; and, if permitted by the rules of the arbitration forum, any collection of debt related to your Account. Claims also include controversies or disputes arising from or relating in any way to advertising, solicitations, or any application for, approval of, or establishment of your Account. Claims subject to arbitration include any controversies or disputes based on any theory of law, whether contract, tort, statute, regulation, common law, or equity, or whether they seek legal or equitable remedies. All Claims are subject to arbitration whether they arose in the past, may currently exist, or may arise in the future. Arbitration will apply even if your Account is closed, you pay us in full any outstanding debt you owe, or you file for bankruptcy. Also, controversies or disputes about the validity, enforceability, coverage, meaning, or scope of this agreement to arbitrate or any part thereof are subject to arbitration and are for the arbitrator to decide. Any questions about what Claims are subject to arbitration shall be resolved by interpreting this agreement to arbitrate in the broadest way the law will allow it to be enforced.

**Claims Not Covered:** Claims (whether brought initially or by counter or cross-claim) are not subject to arbitration if they are filed by you or us in a small claims court, so long as the case remains in such court and only individual claims for relief are advanced in the case.

**No Class Arbitration or Consolidation or Joinder of Parties:** Class actions and other similar procedures in which individuals seek to represent similarly situated individuals or seek relief on behalf of the general public, and consolidation or joinder of Claims (except for claimants on the same account), are NOT available under this agreement to arbitrate. Claims in arbitration will proceed on an INDIVIDUAL basis only:

> UNLESS YOU REJECT THIS AGREEMENT TO ARBITRATE, YOU AND WE WAIVE THE RIGHT TO ASSERT OR PARTICIPATE IN A CLASS ACTION OR ANY REPRESENTATIVE OR CONSOLIDATED PROCEEDING IN COURT OR IN ARBITRATION.

The arbitrator shall have no authority to entertain any Claim as a class action or private attorney general action or on any other similar representative basis, nor shall the arbitrator have any authority to consolidate or join Claims brought by separate claimants (except for claimants on the same account). This also means that the arbitrator 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.†

†**Notice to California Account Holders:** This agreement to arbitrate shall not be construed to prevent you from seeking in the arbitration the remedy of public injunctive relief if (a) you reside in California, (b) you resided in California at the time you entered into this agreement to arbitrate, or (iii) the billing address for your Account is a California address (hereafter, "California Account Holder").

**Initiation of Arbitration:** The arbitration shall be administered by the American Arbitration Association ("AAA") before a single arbitrator under the AAA's Consumer Arbitration Rules, or by a mutually agreeable administrator, before a single arbitrator, as modified by this arbitration provision. Information about the arbitration process for AAA can be obtained from the AAA at www.adr.org. The arbitrator shall be selected from the AAA (or mutually agreeable administrator) panel of neutrals then active on the roster maintained by the AAA (or mutually agreeable administrator) office located in the city of or nearest to your billing address and, unless otherwise mutually agreed, the arbitrator shall be a retired federal judge, a retired state appellate judge, a retired state trial judge, or a lawyer with at least 15 years of experience in that order of preference.

In the event that the AAA or mutually agreeable administrator is unable or unwilling 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).

**Arbitration Procedures and Applicable Law; Offer of Settlement:** Unlike a lawsuit in state or federal court, arbitration is conducted by a private organization that specializes in alternative dispute resolution. Disputes in arbitration are decided by a neutral arbitrator instead of a judge or jury. You may represent yourself in arbitration, or you may be represented by a lawyer.

Under this agreement to arbitrate, a single arbitrator designated by the arbitration administrator will decide the Claim under applicable law. The arbitrator is bound by the terms of this agreement to arbitrate. The AAA or mutually agreeable administrator will apply its code of procedures in effect at the time the arbitration claim is filed. If there is a conflict between that code of procedures and this arbitration provision and/or any sections of this Card Agreement, this arbitration provision and/or this Card Agreement will control. The arbitrator will honor all claims of privilege recognized by law. Subject to the prohibition on class, representative, and consolidation procedures set forth above, the arbitrator will have the power to award to a party any damages or other relief (including relief in equity) provided for under applicable law. That is, a party will be entitled to recover in arbitration any damages or other relief that it could recover if it prevailed in a court proceeding. An arbitrator's award shall consist of a written statement setting forth the disposition of each Claim. At the request of any party, the arbitrator shall also set forth a written explanation of the essential findings and conclusions on which the award is based. An arbitration award shall decide the rights and obligations only of the parties named in the arbitration, and shall not have any bearing on another person or dispute.

If your Claim is for $10,000 or less, you may choose whether the arbitration will be conducted solely on the basis of documents, in a telephonic hearing, or in an in-person hearing.

Any in-person hearing will take place in the federal judicial district that includes your billing address at the time the Claim is filed, unless the parties agree to a different place.

**The Arbitrator's Decision:** The arbitrator's decision will be final and binding on the parties. A party can file a written appeal to the arbitration administrator within thirty (30) days after an award is issued. The appeal will proceed before a panel of three neutral arbitrators designated by the same arbitration administrator. The panel will decide anew all factual and legal issues, following the same rules of procedure, by majority vote any aspect of the original decision objected to. The costs of such an appeal will be borne in accordance with the below paragraph entitled "Fees and Costs". Any review by a court shall be governed by the Federal Arbitration Act. Any final arbitration award will be binding on the named parties and enforceable by any court having jurisdiction.

**Fees and Costs:** We will pay any costs that are required to be paid by us under the arbitration administrator's rules of procedure. If you file the arbitration, you will pay your share of the initial filing fee, unless you seek and qualify for a fee waiver under the applicable rules of the arbitration

administrator. The party filing an appeal shall be responsible for all filing fees and costs of the appeal unless prohibited by administrator's rules of procedure. All parties are responsible for their own attorney's fees, expert fees and any other expenses, unless the arbitrator awards such fees or expenses to you or us if allowed by applicable law.

**Other Parties Subject to this Agreement to Arbitrate:** In addition to you and us, the rights and duties described in this agreement to arbitrate apply to: any third party co-defendant of a claim subject to this arbitration provision; all joint account holders, Additional Cardholders, and Authorized Users of your Account(s).

**How to REJECT this Agreement to Arbitrate:** You can reject this agreement to arbitrate but only if we receive from you a written notice of rejection within 45 days after it was first provided to you. To reject this agreement to arbitrate you must send the notice of rejection to: Credit One Bank, Attention: Arbitration Opt Out, P. O. Box 98873, Las Vegas, NV 89193-8873. Rejection notices sent to any other address will not be accepted or effective. If you decide to reject this agreement to arbitrate in writing, your notice must state that you reject this agreement to arbitrate and include your name, address, account number, and personal signature. Rejection of arbitration will not affect your other rights or responsibilities under this Card Agreement.

**Survival, Severability, and Amendment of Terms:**
*Survival.* This agreement to arbitrate shall survive changes in the Agreement and termination of the Account or the relationship between you and us, including the bankruptcy of any party and any transfer or sale of your Account, or amounts owed on your Account, to another person or entity.
*Severability.* If any part or parts of your agreement to arbitrate are declared unenforceable, then such specific part or parts shall be of no force or effect and shall be severed, but the remainder of this agreement to arbitrate shall continue in full force and effect. If, however, the entire agreement to arbitrate or your waiver of the right to bring or participate in a class or representative action or in consolidation procedures is unenforceable, then the agreement to arbitrate shall be of no force or effect. Notwithstanding the preceding sentence, with respect to California Account Holders, if arbitration is unenforceable, in whole or in part, you and we agree to resolve any Claim by a judicial reference proceeding as described above.
*Amendment in Writing Only.* This agreement to arbitrate may not be amended, severed, or waived, except as expressly provided in the Agreement or in a written agreement between you and us.

## *Other Information*

**Transactions in Foreign Currencies:** If you make a transaction at a merchant that settles in a currency other than U.S. dollars, Mastercard International Incorporated or Visa Incorporated will convert that charge into a U.S. Dollar amount. That conversion will be done at a rate selected by Mastercard or Visa from the range of rates available in wholesale currency markets for the applicable central processing date, which rate may vary from the rate Mastercard or Visa itself receives, or the government-mandated rate in effect for the applicable central processing date. The currency conversion rate used on the processing date may differ from the rate that would have been used on the purchase date or on the date the transaction is posted to your Account. You agree to pay the converted amount, including any charges for the conversion that may be imposed as described above.

**Changes to Your Agreement:** The rates, fees and terms of this Agreement may change and we may add or delete any term to this Agreement, consistent with applicable law. We will give you advance written notice of these changes and a right to reject the change, if required by law.

**Unauthorized Use:** Notify us immediately if your Card is lost or stolen or you suspect that someone is using your Card or Account without your permission.

**Assignment:** We may assign any or all of our rights and obligations under this Agreement. You may not assign any of your rights or obligations under this Agreement.

**No Waiver:** We will not lose our rights under this Agreement because we delay or do not enforce them.

**Governing Law:** This Agreement is governed by and interpreted in accordance with the laws applicable to national banks, and, where no such laws apply, by the laws of the State of Nevada, excluding the conflicts of law provisions thereof, regardless of your state of residence.

**Conformance with Law; Severability:** If any part of this Agreement conflicts with applicable law, that provision will be considered modified to conform to applicable law. If any part of this Agreement is invalid, the rest shall remain in effect, except as otherwise noted in the Arbitration Provision.

## ***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 the Billing Inquiries address on the statement.

In your letter, give us the following information:

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

You must contact us:

- Within 60 days after the error appeared on your statement.
- At least 3 business days before an automated payment is scheduled, if you want to stop payment on the amount you think is wrong.

You must notify us of any potential errors in writing. You may call us, but if you do we are not required to investigate any potential errors and you may have to pay the amount in question.

**What Will Happen After We Receive Your Letter**

When we receive your letter, we must do two things:

1. Within 30 days of receiving your letter, we must tell you that we received your letter. We will also tell you if we have already corrected the error.
2. Within 90 days of receiving your letter, we must either correct the error or explain to you why we believe the bill is correct.

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

- We cannot try to collect the amount in question, or report you as delinquent on that amount.
- The charge in question may remain on your statement, and we may continue to charge you interest on that amount.
- While you do not have to pay the amount in question, you are responsible for the remainder of your balance.
- We can apply any unpaid amount against your credit limit.

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

*If we made a mistake:* You will not have to pay the amount in question or any interest or other fees related to that amount.

*If we do not believe there was a mistake:* You will have to pay the amount in question, along with applicable interest and fees. We will send you a statement of the amount you owe and the date payment is due. We may then report you as delinquent if you do not pay the amount we think you owe.

If you receive our explanation but still believe your bill is wrong, you must write to us within 10 days telling us that you still refuse to pay. If you do so, we cannot report you as delinquent without also reporting that you are questioning your bill. We must tell you the name of anyone to whom we reported you as delinquent, and we must let those organizations know when the matter has been settled between us.

If we do not follow all of the rules above, you do not have to pay the first $50.00 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 $50.00. (Note: Neither of these are necessary if your purchase was based on an advertisement we mailed to you, or if we own or operate the company that sold you the goods or services.)
2. You must have used your credit card for the purchase. Purchases made with cash advances from an ATM or with a check that accesses your credit card account do not qualify.
3. You must not yet have fully paid for the purchase.

If all of the criteria above are met and you are still dissatisfied with the purchase, contact us in writing at the Billing Inquiries address shown on your statement.

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

## ***Rewards Program Supplement***

This document ("Supplement") describes the terms and conditions of the Credit One Bank Cash Back Rewards Program ("Program") and supplements the Card Agreement that governs your credit card account issued by Credit One Bank, N.A. (the "Account"). By using the Account, you agree to participate in the Program. Your participation is subject to the terms of the Card Agreement, including the arbitration agreement, if applicable, and this Supplement. In the event of a conflict between the Card Agreement and this Supplement, with respect to matters relating to the Program, this Supplement controls.

**Earning Cash Back Rewards:** You earn cash back rewards for purchases using your Account minus returns, refunds, disputed charges and fraudulent transactions ("Net Eligible Purchases"), as follows:

- 3% cash back rewards on Purchases made at restaurants (Eating Places and Restaurants, Drinking Places (Alcoholic Beverages) – Bars, Taverns, Nightclubs, Cocktail Lounges, and Discotheques, and Fast Food Restaurants)
- 2% cash back rewards on all other Purchases

You do not earn cash back rewards on Cash Advances, Balance Transfers, Peer to Peer cash-like transactions (such as Venmo, Cash App, Zelle, and other similar merchants and services), interest, fees, and other charges. If your Account is in default, as defined in your Card Agreement, at the time the cash back rewards are to be posted to your Account, you WILL NOT receive the applicable credit. Cash back rewards have no cash value; however, when redeemed in accordance with the Program have a redemption value. See "**Redeeming Cash Back Rewards**" below. Cash back rewards may not be transferred to any other person including through such events as inheritance, bankruptcy or divorce.

Earning and accruing cash back rewards is not limited as long as your Account is in good standing, and you may have a negative cash back rewards balance (because of returns and other post transaction actions). If your Account has a negative cash back rewards balance, any newly earned cash back rewards will be used to offset that negative balance until that balance has been brought to zero. As long as your Account is in good standing, your cash back rewards do not expire. Cash back rewards are forfeited 90 days after your Account is closed by you or us. If we find evidence of misuse, fraud or the Account is in default, as defined in your Card Agreement, no redemptions of your cash back rewards, automatic or manual, will be permitted; provided that if your Account is closed because of nonpayment, you will have 90 days to redeem any cash back rewards from the date the notice is sent to you. See "**Redeeming Cash Back Rewards**." Cash back rewards from separate accounts cannot be combined. Authorized Users earn cash back rewards on the Account, but only the primary Cardholder may redeem cash back rewards.

**Merchant Categories:** Merchants who accept credit cards are assigned a merchant code, which is determined by the merchant or its processor in accordance with the applicable credit card network's procedures based on the kinds of products and services they primarily sell. We have no control over merchant codes. Please note:

- We make every effort to include all relevant merchant codes in our cash back rewards categories. However, even though a merchant or some of the items that it sells may appear to fit within a cash back rewards category, the merchant may not have a merchant code in that category or may not use an eligible merchant code. When this occurs, Purchases with that merchant will not qualify for cash back rewards on Purchases in that category.
- A merchant with more than one location may submit Purchases using different codes, including codes that are not eligible under this Program. This means that Purchases from the same merchant at a different location may result in no cash back rewards. Purchases made without an eligible code WILL NOT qualify for cash back rewards.
- Purchases submitted by you, an authorized user, or the merchant through third-party payment accounts, mobile or wireless card readers, online or mobile digital wallets, or similar technology will not qualify in a cash back rewards category if the technology is not set up to process the purchase in that cash back rewards category.

**Redeeming Cash Back Rewards:** Cash back rewards may be redeemed automatically ("Automatic Redemption") only for statement credits; or redeemed manually ("Manual Redemption") for statement credits, gift cards, or other goods or services. You can switch between Automatic Redemption and Manual Redemption, but in order to do so, you must have an online Account that you can access via CreditOneBank.com or the Credit One Bank Mobile App. All cash back rewards redemptions are subject to terms and conditions set forth in this Supplement and at https://www.creditonebank.com/RewardsRedemptionTerms.

- Manual Redemption: Upon Account opening, your Account will be set to Manual Redemption. Cash back rewards will post to your Account within thirty-seven days after a Net Eligible Purchase posts to your Account. The amount of cash back rewards you need to redeem for consumer goods and services will be determined at redemption and may change without notice. The most up-to-date amount of cash back rewards you have available to redeem (which reflects any adjustments, transfers, or redemptions) is available online or by calling the customer service number and may differ from the available cash back rewards shown on your last monthly billing statement.
- Automatic Redemption: Cash back rewards may be redeemed automatically as statement credits. To do so, you must change your redemption setting from Manual Redemption to Automatic Redemption. If you switch from Manual Redemption to Automatic Redemption, any cash back rewards balance accrued while your Account has a Manual Redemption setting will be applied to your Account as a statement credit in any month your redemption setting is set to Automatic Redemption as of 3:00 p.m. Central Time on the first day of the month. We will post a statement credit to your Account within thirty-seven days after the end of the month based on the Net Eligible Purchases posted to your Account from the first day to the last day of the current month. You will receive an automatic rewards credit on each statement that has at least one Net Eligible Purchase.

**Feedback:** If you send or transmit any communications, comments, questions, suggestions, or related materials, whether by letter, e-mail, telephone, or otherwise ("Feedback"), suggesting or recommending changes to the Program or how cash back rewards are fulfilled, including, without limitation, new features or functionality, you grant us and any of our vendors a perpetual right to use the Feedback for our own and their own, respective internal business purposes. Further, we, our service providers, vendors and any subcontractors disclaim any liability to you for any such use of Feedback for our or their own, respective internal business purpose.

**Consumer Goods/Services Disclaimer: BY PARTICIPATING IN THE PROGRAM, YOU ACKNOWLEDGE AND AGREE THAT CREDIT ONE BANK AND ITS VENDORS ARE ONLY PROVIDING THE PROGRAM TO EARN AND REDEEM CASH BACK REWARDS AND NOT PROVIDING CONSUMER GOODS OR SERVICES. CREDIT ONE BANK AND ITS VENDORS ARE NOT INVOLVED IN WARRANTING ANY CONSUMER GOODS OR SERVICES WHICH YOU MAY ACQUIRE UTILIZING THE PROGRAM AND REDEMPTION SERVICES. CREDIT ONE BANK AND ITS VENDORS DO NOT MAKE, AND AFFIRMATIVELY DISCLAIM, ANY AND ALL WARRANTIES, EXPRESS OR IMPLIED, WITH RESPECT TO SUCH CONSUMER GOODS OR SERVICES, INCLUDING WITHOUT LIMITATION, ANY WARRANTY OF MERCHANTABILITY, SUITABILITY FOR A PARTICULAR PURPOSE, OR AGAINST INFRINGEMENT. WARRANTIES FOR CONSUMER GOODS AND SERVICES ARE LIMITED TO THE APPLICABLE THIRD-PARTY SUPPLIER'S WARRANTIES AND RETURN POLICIES. BY PARTICIPATING IN THE PROGRAM, YOU ACKNOWLEDGE AND AGREE TO LOOK SOLELY TO THE APPLICABLE MERCHANT PROVIDING THE CONSUMER GOODS AND/OR SERVICES REDEEMED OR PURCHASED BY YOU UTILIZING THE PROGRAM FOR ANY WARRANTY, REMEDY, OBLIGATION AND/OR LIABILITY WITH RESPECT TO SUCH CONSUMER PRODUCTS AND/ OR SERVICES. BY PARTICIPATING IN THE PROGRAM, YOU RELEASE CREDIT ONE BANK AND ITS VENDORS FROM ANY AND ALL LIABILITY WITH RESPECT TO SUCH CONSUMER GOODS AND SERVICES.**

**Information Disclaimer: IN THE COURSE OF PROVIDING THE PROGRAM AND REDEMPTION SERVICE FOR CONSUMER GOODS AND/OR SERVICES, CREDIT ONE BANK AND/ OR ITS VENDORS MAY INTEGRATE WITH THIRD-PARTY SUPPLIERS SELECTED OR CHANGED BY CREDIT ONE BANK AND/OR ITS VENDORS, IN THEIR SOLE DISCRETION, FOR THE FULFILLMENT OF SUCH CONSUMER GOODS AND/OR SERVICES REDEEMED OR PURCHASED UTILIZING THE PROGRAM. IN ORDER TO FACILITATE FULFILLMENT OF THE CONSUMER GOODS AND SERVICES WITH THE THIRD-PARTY SUPPLIERS, CREDIT ONE BANK AND/OR ITS VENDORS MAY SEND YOUR REQUIRED PERSONAL AND OTHER INFORMATION (WHICH CAN INCLUDE, BUT IS NOT LIMITED TO FIRST NAME, LAST NAME, SHIPPING ADDRESS, PHONE NUMBER AND EMAIL ADDRESS) TO THIRD-PARTY SUPPLIERS TO FACILITATE THE PURCHASE OR REDEMPTION. BY PARTICIPATING IN THE PROGRAM AND REDEEMING CASH BACK REWARDS FOR CONSUMER GOODS OR SERVICES, YOU THEREFORE AGREE THAT CREDIT ONE BANK AND ITS VENDORS WILL NOT BE HELD RESPONSIBLE AND YOU HEREBY RELEASE CREDIT ONE BANK AND ITS VENDORS FROM ANY LIABILITY FOR YOUR INFORMATION AFTER IT IS INPUT INTO THE REDEMPTION FULFILLMENT SERVICES, FOR THE EXCLUSIVE BENEFIT OF, AND USE BY, THE THIRD-PARTY SUPPLIER, BY YOU AND CORRECTLY TRANSMITTED TO THE THIRD-PARTY SUPPLIER FOR ORDER FULFILLMENT. AFTER YOUR INFORMATION IS PLACED INTO THE REDEMPTION FULFILLMENT SERVICE, YOUR INFORMATION SHALL BE SUBJECT TO THE PRIVACY POLICY AND TERMS OF SUCH THIRD-PARTY SUPPLIER.**

**Program Restrictions:** Cash back rewards posted as a statement credit will reduce the balance on your Account but will not count as payments. You will still be required to pay at least the Minimum Payment Due as shown on your billing statement each month. You WILL NOT earn cash back rewards for Purchases made while your Account is in default as defined within your Card Agreement. This Program excludes Accounts already enrolled in a different Credit One Bank cash back or other rewards program.

**Changes:** The Program may be changed (added to, modified or deleted) by us at any time, including without limitation changes to the definition of eligible and non-eligible purchases. We will give you prior notice to the extent required by law. Any revision may affect your ability to earn or redeem cash back rewards.

**Termination:** We may suspend or terminate the Program or your participation in the Program at any time and will give you prior notice to the extent required by law. If we suspend or terminate the Program or your participation in the Program, you will have 90 days to redeem any cash back rewards from the date the notice is sent to you. See "**Redeeming Cash Back Rewards**."

**Limited Liability:** Unless otherwise required by law, this Program, or our Card Agreement with you, we will not be liable to you or anyone making a claim on your behalf, in connection with: (1) any change or termination of the Program; (2) any loss, damage, expense or inconvenience caused by any occurrence outside of our control; (3) any taxes that you incur as a result of receiving cash back rewards, payment of which taxes will be your responsibility; (4) any merchandise or services you purchase, or for any direct, indirect or consequential damages with respect to the use of your Account. In any event, any liability that Credit One Bank may have to you in connection with the Program shall be limited to the amount of any cash back rewards you have earned in this Program. The Program and cash back rewards are void or limited where prohibited or restricted, respectively, by federal, state or local law.

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# *CARD AGREEMENT*

## *Pricing Summary*

| Interest Rates and Interest Charges | |
|---|---|
| **ANNUAL PERCENTAGE RATE (APR) for Purchases** | **29.74%**<br>This APR will vary with the market based on the Prime Rate. |
| **ANNUAL PERCENTAGE RATE (APR) for Balance Transfers** | **29.74%**<br>This APR will vary with the market based on the Prime Rate. |
| **ANNUAL PERCENTAGE RATE (APR) for Cash Advances** | **31.74%**<br>This APR will vary with the market based on the Prime Rate. |
| **Paying Interest** | Your due date is at least 24 days after the close of each billing cycle. We will not charge you any interest on Purchases if you pay your entire balance by the due date each month. We will begin charging interest on Cash Advances and Balance Transfers from the posting date. |
| **Minimum Interest Charge** | If you are charged interest, the charge will be no less than $1.00. |
| **For Credit Card Tips from the Consumer Financial Protection Bureau** | **To learn more about factors to consider when applying for or using a credit card, visit the website of the Consumer Financial Protection Bureau at http://www.consumerfinance.gov/learnmore.** |
| **Fees** | |
| **Annual Fee** | **$95** |
| **Transaction Fees**<br>• Balance Transfer<br>• Cash Advance<br>• Foreign Transaction | <br>Either **$10** or **5%** of the amount of each Balance Transfer, whichever is greater.<br>Either **$10** or **5%** of the amount of each Cash Advance, whichever is greater.<br>None |
| **Penalty Fees**<br>• Late Payment<br>• Returned Payment | <br>Up to **$39***<br>Up to **$39**** |

**How We Will Calculate Your Balance:** We use a method called "average daily balance (including new Purchases)." See your Card Agreement for more details.

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

***Late Payment Fee:** We will charge the maximum safe harbor amount, which is set annually in accordance with 12 C.F.R. 1026.52(b)(1)(ii)(D). Currently the fee is $29, unless you incurred a Late Payment Fee during the prior six billing cycles. If you did, the fee is currently $39. This fee will not exceed the related Minimum Payment that was due. We charge a Late Payment Fee to your Account if at least the Amount Due This Period (less any

Late Payment Fee for the current billing cycle) plus any Past Due Amount is not received by 5:00 p.m. PT on the Payment Due Date shown on your statement.

****Returned Payment Fee:** We will charge the maximum safe harbor amount, which is set annually in accordance with 12 C.F.R. 1026.52(b)(1)(ii)(D). If a payment is not honored upon first presentment, even if the payment is later honored, a Returned Payment Fee will be charged to your Account. Currently, the fee is $29, unless you incurred a Returned Payment Fee in the prior six billing cycles. If you did, the fee is currently $39. This fee will not exceed the related Minimum Payment that was due.

**Additional Rate Information:** The Purchase and Balance Transfer APR equals the Prime Rate plus a margin of 22.99%. This corresponds to a monthly periodic rate of 2.47833%. The Cash Advance APR equals the Prime Rate plus a margin of 24.99%. This corresponds to a monthly periodic rate of 2.64500%.

**Minimum Payments:** 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 the sum of:

- 5% of your outstanding balance, rounded up to the next whole dollar, or $30, whichever is greater;
- any Late Payment Fee for the current billing cycle;
- and any Past Due Amount (excluding any past due Late Payment Fees).

## ***The Agreement***

This Agreement, together with the Pricing Summary, is your contract with us.

**Accepting this Agreement:** You accept this Agreement when you use the Account. You may still reject this Agreement if you have not yet used the Card, used the Account, or paid a fee after receiving a billing statement. To reject the Agreement, call us at 866-515-5721 or write us at Bank Card Center, P.O. Box 95516, Las Vegas, NV 89193-5516. If you reject the Agreement, you are not responsible for any fees or charges.

**Arbitration:** This Agreement includes an Arbitration Provision with class action and jury trial waivers. You can reject the Arbitration Provision. See "How to REJECT this agreement to arbitrate" in the Arbitration section. If you do not, it will be part of this Agreement.

**Promise to Pay:** You agree to pay us for all amounts due on your Account, including credit for Purchases, Balance Transfers, and Cash Advances, as well as interest charges and fees. This includes charges made by Additional Cardholders and other Authorized Users.

## ***Definitions***

**Account** means the Credit One Bank card account under this Agreement.

**Authorized User** means any person you allow to use your Account or Card, including Additional Cardholders. If the Authorized User has been issued a Card and you want to terminate the Authorized User, you must notify us by telephone or in writing.

**Balance Transfer** means a transaction we designate that allows you to use your Account to pay another creditor or yourself. Balance Transfers cannot be used to pay us or our affiliates. A Balance Transfer will be subject to the terms of the Balance Transfer offer and this Agreement.

**Card** refers to one or more cards or access devices, including your Account number, that we give you or someone else with your authorization to get credit under this Agreement.

**Cardholder** refers to each person with a card issued in their name.

**Cash Advance** means the use of your Account to obtain funds at a financial institution or the use of a Convenience Check.

**Convenience Check** means a check we issue to you to take a Cash Advance. You may not use these checks to pay us or our affiliates.

**Purchase** means the use of the Account to obtain goods or services.

**Prime Rate** means the highest U.S. Prime Rate in the Money Rates section of The Wall Street Journal on the 25th day of the month, or the next day if that day is not a publication day. If The Wall Street Journal does not publish the U.S. Prime Rate, we may substitute another index.

**we**, **us**, **our**, and **Credit One Bank** refer to Credit One Bank, N.A., the issuer of your Card.

**you**, and **your** refer to each person who has applied for the Account and where appropriate, the Authorized User.

## *Features and Use of Your Account*

**Using Your Card:** You may make Purchases wherever the Card is accepted. You may use the Account to obtain Cash Advances, but you may not make more than two Cash Advance transactions per day which may not exceed the lower of your available credit for cash or $200. You may use the Account only for personal, family, or household purposes, and if your Account is used for any other purpose you are still responsible for such use. You may not use the Account for business or commercial purposes. The Account may not be used for online or internet gambling or illegal purposes.

**Your Credit Limit:** We will tell you your credit limit. Keep your Account balance below your credit limit. If you do not, you must still pay us. We may designate part of your credit limit as a Cash Advance limit and part as a Balance Transfer limit. We may change your credit limit(s) at any time, without notice. You may use a portion of your credit limit for Cash Advances and Balance Transfers. Each Purchase, Cash Advance, and Balance Transfer obtained will reduce the amount of available credit under your credit limit until it is repaid. We may delay increasing your available credit by the amount of any payment that we receive for up to 12 calendar days.

**Credit Limit Increase:** To request a credit limit increase contact the Customer Service number on your statement. We may impose a fee for processing the request.

**Credit Authorizations:** We may decline to authorize a transaction for any reason. We will not be liable to you if we decline a transaction or if anyone refuses any use of your Card.

**Automatic Billing:** You may set up automatic billing with a merchant. You authorize us to provide an updated Account number or Card expiration date to any merchant at our discretion. Contact the merchant to stop automatic billing.

**Joint Accounts:** If this is a joint account, each of you is responsible individually and together for all amounts owed. Each of you is responsible even if the Account is used by only one of you. You will continue to be liable for the entire balance of the Account, even if your co-applicant is ordered by a court to pay us. You will remain liable to us if your co-applicant fails to pay as ordered by the court. Your Account status will continue to be reported to the credit reporting agencies under each of your names. The delivery of notices or billing statements to either of you serves as delivery to each of you. We may rely on instructions given by either of you. We are not liable to either of you for relying upon such instructions.

**Electronic Access:** Applications (apps) on electronic devices (such as mobile wallets) can store your Card and can be used to get credit under this Agreement. Such transactions are covered by this Agreement. Apps may have separate terms of use. We are not responsible if you violate those terms or for any consequences from violating those terms.

**Additional Cardholder:** At your request, we may, at our discretion, issue, in the name of another person, an additional Card on your Account. That person is an Additional Cardholder, as well as an Authorized User. An Additional Cardholder has access to certain Account information including balance, available credit and payment information. If you advise us that the Additional Cardholder is your spouse, information regarding the Account will be provided to consumer reporting agencies in your name as well as in the name of the Additional Cardholder. By requesting that we add an Additional Cardholder to your Account, you represent that you (1) have the consent of the Additional Cardholder to be added to the Account, (2) have provided a copy of this Agreement to the Additional Cardholder, and (3) if the Additional Cardholder is your spouse, you have told the Additional Cardholder that Credit One Bank will furnish credit information about them to the credit reporting agencies in connection with the Account. The Additional Cardholder may report the Card lost or stolen and may remove him or herself from the Account.

## *Interest Rates and Interest Changes*

**Annual Percentage Rates (APRs):** See the Pricing Summary for your APRs. The APR for Balance Transfers will be the same as the APR for standard Purchases, unless a promotional rate applies.

**Variable Rates:** Your Pricing Summary indicates whether you have any variable APRs. Variable APRs are determined by adding to the Prime Rate the number of percentage points ("margin") specified in the Pricing Summary. Variable APRs will increase or decrease when the Prime Rate changes. The APR change will take effect beginning with billing cycles that end on or after the first day of the month after the month in which the Prime Rate changes. An increase in the APR will increase your interest charges and may increase your Minimum Payment Due.

**Average Daily Balance Method (including new transactions):** We calculate interest each billing cycle by first figuring the "average daily balance" for each type of balance. Standard Purchases, standard Cash Advances, standard Balance Transfers, and each promotional offer, are all types of balances.

For each type of balance, for each billing cycle, we start with the balance on the last day of your previous billing cycle. We subtract any unpaid interest. This is the beginning balance each day. Each day of the billing cycle we subtract any new payments and credits applied to that type of balance. We

add any new transactions and fees for that type of balance. We add Purchases, Cash Advances, and Balance Transfers on the post date. We add transaction fees on promotional rate and non-promotional rate Balance Transfers to the same type of balance as the transaction. We add all other fees to the standard Purchase balance. This gives us the daily balance for that type of balance, except that if the daily balance is negative, we treat it as zero. We then add up all of the daily balances and divide by the number of days in the billing cycle. This gives us the "average daily balance" for that type of balance. We multiply the average daily balance by the applicable monthly periodic rate (the APR divided by 12). This gives us the interest charged for that type of balance for that billing cycle. This interest is included in the Account balance on the last day of the billing cycle. The results for all types of balances are then added together to determine the total interest charged that billing cycle.

**When Interest Begins:** We begin to impose interest on a transaction or fee from the day we add it to the daily balance. We continue to impose interest 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 billing statement by the Payment Due Date shown on that billing statement, we will not impose interest on new Purchases paid by the Payment Due Date on your current billing statement. The Payment Due Date will be at least 24 days after the close of the billing cycle. If you have been paying your Account balance in full and thereby avoiding interest on Purchases, but then do not pay the next New Statement Balance in full by the Payment Due Date, in that billing cycle we will start charging interest on the unpaid portion of your balance.

## ***Fees***

See the Pricing Summary for additional Fee information.

**Annual Fee:** If your Account is subject to an Annual Fee, the amount and when it is billed is shown on the Pricing Summary. The Annual Fee is billed to the Account until the Account is closed and the outstanding balance is paid in full. The Annual Fee is refundable as long as you cancel your Account and have not used your card for any Purchases, Cash Advances, or Balance Transfers and you have not made a payment.

**Credit Limit Increase Fee:** If a fee is imposed for processing a Credit Limit increase request, we will tell you the amount of the fee at the time of your request and before you agree to it.

**Foreign Transaction Fee:** We add this fee, unless "None" is stated in the Pricing Summary table, for each purchase made outside the U.S. (A purchase is made outside the U.S. unless it is made with a U.S. merchant, processed completely in the U.S., and in U.S. dollars.) The fee is a percentage of the U.S. dollar amount of the purchase.

**Optional Express Payment Service Fee:** If a representative of ours helps expedite your payment, we may impose an Express Payment fee. You will be informed of the amount of the fee before you complete the transaction.

**Duplicate Statement Fee:** If you request a duplicate copy of a monthly statement, for any purpose other than to assert a billing error, you will be charged a fee of up to $10 for each statement copy requested.

**Sales Slip Request Fee:** If you request a copy of a sales slip, for any purpose other than to resolve a dispute about the charges on your Account, you will be charged a fee of $6 for each sales slip copy requested.

**Replacement Card Fee:** If you request a replacement card, a Replacement Card Fee of up to $25 may be charged to your Account.

## ***Payments***

**Minimum Payment Due:** See the Pricing Summary for the minimum payment requirements.

**Small Balances:** As it is uneconomical for both you and us to process payments or maintain credits that are $1 or less in amount, you agree as follows: (1) In any billing cycle in which you have had no transactions and your New Balance on the billing date is $1 or less, the balance will be rounded to zero and you will not receive a bill for this amount. (2) In the event that you have a credit balance of $1 or less for two consecutive billing cycles, the balance will be rounded to zero and you will not receive a refund of this amount.

**Payment Instructions:** You must pay us in U.S. dollars, in funds on deposit in the U.S. 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.

**Irregular Payments:** Any payment submitted in offer of settlement of a disputed debt, including any item containing a notation such as "paid in full," and any other item with a restrictive endorsement, must be sent to: Credit One Bank, P.O. Box 95516, Las Vegas, NV 89193-5516. We can accept

late payments, partial payments, and checks or other items with restrictive endorsements at any other address without losing any of our rights under this Agreement.

**Postdated Checks:** You agree that we need not examine any payment check to confirm that it is not postdated and that we may deposit any postdated check on the day we receive it.

**Payment Allocation:** We apply payments up to the Minimum Payment Due and credits at our discretion, which may result in balances at lower APRs being paid first and higher interest charges. Payments over the Minimum Payment Due will be applied to balances with higher APRs first.

## ***Collecting, Sharing, and Updating Information***

**Customer Privacy:** We send you our Privacy Policy when you open your Account and thereafter in accordance with applicable law. 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. You accept the terms of our Privacy Policy when you use the Account. Contact us or visit CreditOne.com if you would like a copy.

**Information About You:** You authorize us to obtain and/or use information about you from third parties and credit reporting agencies to: (1) verify your identity and/or conduct investigative inquiries; (2) determine your income and credit eligibility; (3) review your Account and provide renewal of credit; (4) verify your current credit standing in order to present future credit limit increases or decreases; (5) qualify you for and present additional lines of credit or other offers; and (6) collect amounts owing on your Account. Upon request, we will tell you the name and address of any credit reporting agency that provided us with information concerning you.

**Furnishing Information:** We may furnish information concerning your Account or credit file to consumer reporting agencies and others who may properly receive that information. If you believe that information we furnished is inaccurate or incomplete, please write us at Credit One Bank, P. O. Box 98873, Las Vegas, NV 89193-8873. Please include your name, address, home phone number and Account number.

**Telephone Calls, Text Messages and Emails Regarding Your Account:** You are providing express written permission and consent authorizing Credit One Bank and our agents, servicers, contractors, subsidiaries, affiliates, officers, and other partners and employees to contact you at any phone number (including mobile, cellular/wireless, or similar devices) or email address you provide at any time, for any lawful purpose. The ways in which we may contact you include live operator, dialing system, automatic telephone dialing systems (auto-dialer), prerecorded and artificial voice message, text/SMS message or email. Phone numbers and email addresses you provide include those you give to us, those from which you, or someone acting on your behalf, contact us or which we obtain through other means. If you provide a phone number for which you are not the owner, you confirm you are authorized to provide that number. Such lawful purposes include, but are not limited to: obtaining information; activation of the card for verification and identification purposes; account transactions or servicing related matters; suspected fraud or identity theft; collection on the Account; and providing information about special products and services. You agree to pay any fee(s) or charge(s) that you may incur for incoming communications from us or outgoing communications to us, to or from any such number or email address, without reimbursement from us.

**Communication Revocation:** You may revoke your authorization for most communications. However, you cannot revoke authorization for fraud related communications or legally required communications. To change your communication preferences or to revoke consent you must write us. Please:

- include your name, mailing address, and the last four digits of your Account number;
- specify whether you are changing your preferences regarding mail, telephone calls, emails, and/or text or SMS messages;
- provide the specific phone number(s) and/or email address for which you are requesting communications to cease;
- send this written notice to: Credit One Bank, P.O. Box 98873, Las Vegas, NV 89193-8873.

Certain communication preferences can be changed on-line. Please log in to your Account to see if that option is available.

**Telephone Monitoring:** You agree that we (and our servicers, agents and contractors) may monitor and record any calls between you and us.

**Updating Your Phone Number:** Notify us immediately if you change mobile or cell phone numbers or plan to give your phone to someone else. It is your responsibility to provide us with a true, accurate and complete mobile number and to maintain and update promptly any changes in this information. You can update your mobile number by calling us at the phone number on the back of your Card.

**Indemnification:** If you provide telephone number(s) for which you are not the subscriber, or fail to notify us when you cease to be the subscriber for a telephone number you previously gave us, you agree to indemnify us, our subsidiaries, affiliates, officers, agents, servicers, contractors, and other partners and employees for any costs and expenses, including reasonable attorneys' fees, incurred as a result of us contacting or attempting to contact you at the number(s). Your obligation under this paragraph shall survive termination of the Agreement.

## *Account Closure*

**Default:** You are in default under this Agreement if (1) bankruptcy or another insolvency proceeding is filed by or against you; (2) we reasonably believe you are unable or unwilling to repay us; (3) you die or are legally incompetent or incapacitated; (4) you fail to comply with the terms of this Agreement, including failing to make a required payment when due, exceeding your credit limit or using your Card or Account for an illegal transaction; (5) you give us misleading, false, incomplete or incorrect information or fail to give us any information we deem necessary; or (6) if you no longer permanently reside in the United States or its territories. If you are in default, we may declare the entire Account balance immediately due and payable without advance 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.

**Closing Your Account:** You may close your Account at any time. You will remain responsible for any amount you owe us under this Agreement. Any joint Cardholder may cancel a joint Account. However, both of you will remain responsible for paying all amounts owed. If your Account is subject to an Annual Fee, the fee will continue to be charged until you pay your outstanding balance in full.

We may cancel, suspend or not renew your Card, Account, or access to the credit line at any time and for any reason without notice. If your Account is closed by us, the Annual Fee will continue to be charged until you pay your outstanding balance in full.

However, when your Account is closed, if there is: (1) a debit balance of $1 or less, that balance will be rounded to zero and you will not be required to pay this amount; or (2) a credit balance of $1 or less, that balance will be rounded to zero and this amount will not be refunded to you. The rounding to zero may occur after your closing statement cycles, and you may not receive a statement reflecting the rounding.

## *Arbitration Agreement*

**PLEASE READ CAREFULLY—IMPORTANT—AFFECTS YOUR LEGAL RIGHTS**

This agreement to arbitrate provides that you or we can require controversies or disputes between us to be resolved by BINDING ARBITRATION. You have the right to REJECT this agreement to arbitrate by using the procedure explained below.

If you do not reject this agreement to arbitrate, you GIVE UP YOUR RIGHT TO GO TO COURT and controversies or disputes between us will be resolved by a NEUTRAL ARBITRATOR INSTEAD OF A JUDGE OR JURY, using rules that are simpler and more limited than in a court. Arbitrator decisions are subject to VERY LIMITED REVIEW BY A COURT. Arbitration will proceed INDIVIDUALLY— CLASS ACTIONS AND SIMILAR PROCEDURES WILL NOT BE AVAILABLE TO YOU.

**Agreement to Arbitrate:** You and we agree that either you or we may, without the other's consent, require that controversies or disputes between you and us (all of which are called "Claims"), be submitted to mandatory, binding arbitration. This agreement to arbitrate is made pursuant to a transaction involving interstate commerce, and shall be governed by, and enforceable under, the Federal Arbitration Act (the "FAA"), 9 U.S.C. §1 et seq., and (to the extent State law is applicable), the laws of the State of Nevada.

For purposes of this agreement to arbitrate, "you" includes you, any co-applicant, any Authorized User (including Additional Cardholders), or anyone else connected with you or claiming through you; and "we" or "us" includes Credit One Bank, N.A., all of its parents, subsidiaries, affiliates, successors, predecessors, employees, and related persons or entities, and all third parties who are regarded as agents or representatives of us in connection with the subject matter of the claim or dispute at issue.

**Covered Claims:** Claims subject to arbitration include, but are not limited to, any controversies or disputes arising from or relating in any way to your Account; any transactions involving your Account; any disclosures made to you concerning your Account; any interest, charges, or fees assessed on your Account; any service(s) or programs related to your Account; and, if permitted by the rules of the arbitration forum, any collection of debt related to your Account. Claims also include controversies or disputes arising from or relating in any way to advertising, solicitations, or any application for, approval of, or establishment of your Account. Claims subject to arbitration include any controversies or disputes based on any theory of law, whether contract, tort, statute, regulation, common law, or equity, or whether they seek legal or equitable remedies. All Claims are subject to arbitration whether they arose in the past, may currently exist, or may arise in the future. Arbitration will apply even if your Account is closed, you pay us in full any outstanding debt you owe, or you file for bankruptcy. Also, controversies or disputes about the validity, enforceability, coverage, meaning, or scope of this agreement to arbitrate or any part thereof are subject to arbitration and are for the arbitrator to decide. Any questions about what Claims are subject to arbitration shall be resolved by interpreting this agreement to arbitrate in the broadest way the law will allow it to be enforced.

**Claims Not Covered:** Claims (whether brought initially or by counter or cross-claim) are not subject to arbitration if they are filed by you or us in a small claims court, so long as the case remains in such court and only individual claims for relief are advanced in the case.

**No Class Arbitration or Consolidation or Joinder of Parties:** Class actions and other similar procedures in which individuals seek to represent similarly situated individuals or seek relief on behalf of the general public, and consolidation or joinder of Claims (except for claimants on the same account), are NOT available under this agreement to arbitrate. Claims in arbitration will proceed on an INDIVIDUAL basis only:

> UNLESS YOU REJECT THIS AGREEMENT TO ARBITRATE, YOU AND WE WAIVE THE RIGHT TO ASSERT OR PARTICIPATE IN A CLASS ACTION OR ANY REPRESENTATIVE OR CONSOLIDATED PROCEEDING IN COURT OR IN ARBITRATION.

The arbitrator shall have no authority to entertain any Claim as a class action or private attorney general action or on any other similar representative basis, nor shall the arbitrator have any authority to consolidate or join Claims brought by separate claimants (except for claimants on the same account). This also means that the arbitrator 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.†

†**Notice to California Account Holders:** This agreement to arbitrate shall not be construed to prevent you from seeking in the arbitration the remedy of public injunctive relief if (a) you reside in California, (b) you resided in California at the time you entered into this agreement to arbitrate, or (iii) the billing address for your Account is a California address (hereafter, "California Account Holder").

**Initiation of Arbitration:** The arbitration shall be administered by the American Arbitration Association ("AAA") before a single arbitrator under the AAA's Consumer Arbitration Rules, or by a mutually agreeable administrator, before a single arbitrator, as modified by this arbitration provision. Information about the arbitration process for AAA can be obtained from the AAA at www.adr.org. The arbitrator shall be selected from the AAA (or mutually agreeable administrator) panel of neutrals then active on the roster maintained by the AAA (or mutually agreeable administrator) office located in the city of or nearest to your billing address and, unless otherwise mutually agreed, the arbitrator shall be a retired federal judge, a retired state appellate judge, a retired state trial judge, or a lawyer with at least 15 years of experience in that order of preference.

In the event that the AAA or mutually agreeable administrator is unable or unwilling 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).

**Arbitration Procedures and Applicable Law; Offer of Settlement:** Unlike a lawsuit in state or federal court, arbitration is conducted by a private organization that specializes in alternative dispute resolution. Disputes in arbitration are decided by a neutral arbitrator instead of a judge or jury. You may represent yourself in arbitration, or you may be represented by a lawyer.

Under this agreement to arbitrate, a single arbitrator designated by the arbitration administrator will decide the Claim under applicable law. The arbitrator is bound by the terms of this agreement to arbitrate. The AAA or mutually agreeable administrator will apply its code of procedures in effect at the time the arbitration claim is filed. If there is a conflict between that code of procedures and this arbitration provision and/or any sections of this Card Agreement, this arbitration provision and/or this Card Agreement will control. The arbitrator will honor all claims of privilege recognized by law. Subject to the prohibition on class, representative, and consolidation procedures set forth above, the arbitrator will have the power to award to a party any damages or other relief (including relief in equity) provided for under applicable law. That is, a party will be entitled to recover in arbitration any damages or other relief that it could recover if it prevailed in a court proceeding. An arbitrator's award shall consist of a written statement setting forth the disposition of each Claim. At the request of any party, the arbitrator shall also set forth a written explanation of the essential findings and conclusions on which the award is based. An arbitration award shall decide the rights and obligations only of the parties named in the arbitration, and shall not have any bearing on another person or dispute.

If your Claim is for $10,000 or less, you may choose whether the arbitration will be conducted solely on the basis of documents, in a telephonic hearing, or in an in-person hearing.

Any in-person hearing will take place in the federal judicial district that includes your billing address at the time the Claim is filed, unless the parties agree to a different place.

**The Arbitrator's Decision:** The arbitrator's decision will be final and binding on the parties. A party can file a written appeal to the arbitration administrator within thirty (30) days after an award is issued. The appeal will proceed before a panel of three neutral arbitrators designated by the same arbitration administrator. The panel will decide anew all factual and legal issues, following the same rules of procedure, by majority vote any aspect of the original decision objected to. The costs of such an appeal will be borne in accordance with the below paragraph entitled "Fees and Costs". Any review by a court shall be governed by the Federal Arbitration Act. Any final arbitration award will be binding on the named parties and enforceable by any court having jurisdiction.

**Fees and Costs:** We will pay any costs that are required to be paid by us under the arbitration administrator's rules of procedure. If you file the arbitration, you will pay your share of the initial filing fee, unless you seek and qualify for a fee waiver under the applicable rules of the arbitration

administrator. The party filing an appeal shall be responsible for all filing fees and costs of the appeal unless prohibited by administrator's rules of procedure. All parties are responsible for their own attorney's fees, expert fees and any other expenses, unless the arbitrator awards such fees or expenses to you or us if allowed by applicable law.

**Other Parties Subject to this Agreement to Arbitrate:** In addition to you and us, the rights and duties described in this agreement to arbitrate apply to: any third party co-defendant of a claim subject to this arbitration provision; all joint account holders, Additional Cardholders, and Authorized Users of your Account(s).

**How to REJECT this Agreement to Arbitrate:** You can reject this agreement to arbitrate but only if we receive from you a written notice of rejection within 45 days after it was first provided to you. To reject this agreement to arbitrate you must send the notice of rejection to: Credit One Bank, Attention: Arbitration Opt Out, P. O. Box 98873, Las Vegas, NV 89193-8873. Rejection notices sent to any other address will not be accepted or effective. If you decide to reject this agreement to arbitrate in writing, your notice must state that you reject this agreement to arbitrate and include your name, address, account number, and personal signature. Rejection of arbitration will not affect your other rights or responsibilities under this Card Agreement.

**Survival, Severability, and Amendment of Terms:**
*Survival.* This agreement to arbitrate shall survive changes in the Agreement and termination of the Account or the relationship between you and us, including the bankruptcy of any party and any transfer or sale of your Account, or amounts owed on your Account, to another person or entity.
*Severability.* If any part or parts of your agreement to arbitrate are declared unenforceable, then such specific part or parts shall be of no force or effect and shall be severed, but the remainder of this agreement to arbitrate shall continue in full force and effect. If, however, the entire agreement to arbitrate or your waiver of the right to bring or participate in a class or representative action or in consolidation procedures is unenforceable, then the agreement to arbitrate shall be of no force or effect. Notwithstanding the preceding sentence, with respect to California Account Holders, if arbitration is unenforceable, in whole or in part, you and we agree to resolve any Claim by a judicial reference proceeding as described above.
*Amendment in Writing Only.* This agreement to arbitrate may not be amended, severed, or waived, except as expressly provided in the Agreement or in a written agreement between you and us.

## *Other Information*

**Transactions in Foreign Currencies:** If you make a transaction at a merchant that settles in a currency other than U.S. dollars, Mastercard International Incorporated or Visa Incorporated will convert that charge into a U.S. Dollar amount. That conversion will be done at a rate selected by Mastercard or Visa from the range of rates available in wholesale currency markets for the applicable central processing date, which rate may vary from the rate Mastercard or Visa itself receives, or the government-mandated rate in effect for the applicable central processing date. The currency conversion rate used on the processing date may differ from the rate that would have been used on the purchase date or on the date the transaction is posted to your Account. You agree to pay the converted amount, including any charges for the conversion that may be imposed as described above.

**Changes to Your Agreement:** The rates, fees and terms of this Agreement may change and we may add or delete any term to this Agreement, consistent with applicable law. We will give you advance written notice of these changes and a right to reject the change, if required by law.

**Unauthorized Use:** Notify us immediately if your Card is lost or stolen or you suspect that someone is using your Card or Account without your permission.

**Assignment:** We may assign any or all of our rights and obligations under this Agreement. You may not assign any of your rights or obligations under this Agreement.

**No Waiver:** We will not lose our rights under this Agreement because we delay or do not enforce them.

**Governing Law:** This Agreement is governed by and interpreted in accordance with the laws applicable to national banks, and, where no such laws apply, by the laws of the State of Nevada, excluding the conflicts of law provisions thereof, regardless of your state of residence.

**Conformance with Law; Severability:** If any part of this Agreement conflicts with applicable law, that provision will be considered modified to conform to applicable law. If any part of this Agreement is invalid, the rest shall remain in effect, except as otherwise noted in the Arbitration Provision.

## *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 the Billing Inquiries address on the statement.

In your letter, give us the following information:

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

You must contact us:

- Within 60 days after the error appeared on your statement.
- At least 3 business days before an automated payment is scheduled, if you want to stop payment on the amount you think is wrong.

You must notify us of any potential errors in writing. You may call us, but if you do we are not required to investigate any potential errors and you may have to pay the amount in question.

**What Will Happen After We Receive Your Letter**

When we receive your letter, we must do two things:

1. Within 30 days of receiving your letter, we must tell you that we received your letter. We will also tell you if we have already corrected the error.
2. Within 90 days of receiving your letter, we must either correct the error or explain to you why we believe the bill is correct.

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

- We cannot try to collect the amount in question, or report you as delinquent on that amount.
- The charge in question may remain on your statement, and we may continue to charge you interest on that amount.
- While you do not have to pay the amount in question, you are responsible for the remainder of your balance.
- We can apply any unpaid amount against your credit limit.

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

*If we made a mistake:* You will not have to pay the amount in question or any interest or other fees related to that amount.

*If we do not believe there was a mistake:* You will have to pay the amount in question, along with applicable interest and fees. We will send you a statement of the amount you owe and the date payment is due. We may then report you as delinquent if you do not pay the amount we think you owe.

If you receive our explanation but still believe your bill is wrong, you must write to us within 10 days telling us that you still refuse to pay. If you do so, we cannot report you as delinquent without also reporting that you are questioning your bill. We must tell you the name of anyone to whom we reported you as delinquent, and we must let those organizations know when the matter has been settled between us.

If we do not follow all of the rules above, you do not have to pay the first $50.00 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 $50.00. (Note: Neither of these are necessary if your purchase was based on an advertisement we mailed to you, or if we own or operate the company that sold you the goods or services.)
2. You must have used your credit card for the purchase. Purchases made with cash advances from an ATM or with a check that accesses your credit card account do not qualify.
3. You must not yet have fully paid for the purchase.

If all of the criteria above are met and you are still dissatisfied with the purchase, contact us in writing at the Billing Inquiries address shown on your statement.

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

## ***Rewards Program Supplement***

This document ("Supplement") describes the terms and conditions of the Credit One Bank Cash Back Rewards Program ("Program") and supplements the Card Agreement that governs your credit card account issued by Credit One Bank, N.A. (the "Account"). By using the Account, you agree to participate in the Program. Your participation is subject to the terms of the Card Agreement, including the arbitration agreement, if applicable, and this Supplement. In the event of a conflict between the Card Agreement and this Supplement, with respect to matters relating to the Program, this Supplement controls.

**Earning Cash Back Rewards:** You earn cash back rewards for purchases using your Account minus returns, refunds, disputed charges and fraudulent transactions ("Net Eligible Purchases"), as follows:

- 5% cash back rewards for the first $5,000 in Net Eligible Purchases per calendar year on:
  - gasoline (Service Stations, Automated Fuel Dispensers, Petroleum and Petroleum Products, Marinas and Marine Services),
  - grocery (Grocery Stores and Supermarkets, Freezer and Meat Provisioners, Miscellaneous Food Stores – Convenience Stores and Specialty Markets),
  - mobile phone service (Telecommunication Equipment and Telephone Sales, Telecommunication Services, including Local and Long-Distance Calls, Credit Card Calls, Calls Through Use of Magnetic-Stripe-Reading Telephones, and Fax Services), and
  - internet, cable and satellite TV subscription services (Cable, Satellite and Other Pay Television/Radio/Streaming Services, Computer Network/Information Services), and then
  - 1% thereafter.

- Certain non-eligible purchases. You will only earn 1% cash back rewards, not 5% for:
  - any purchase at a warehouse club (including but not limited to Sam's Club, Costco, and BJ's).
  - groceries purchased at stores that sell groceries and other products like drugstores and convenience stores or at smaller stores like bakeries, candy, nut, or confection stores.
  - purchases for oil or propane or at home heating companies; and
  - purchases made with PayPal or at a discount supercenter (including but not limited to Walmart® and Target®).

- 1% cash back rewards on all other purchases, including, the non-eligible purchases listed above.

You do not earn cash back rewards on Cash Advances, Balance Transfers, unauthorized charges, items returned for credit, interest, fees, and other charges. If your Account is in default, as defined in your Card Agreement, at the time the cash back rewards are to be posted to your Account, you WILL NOT receive the applicable credit. Cash back rewards have no cash value; however, when redeemed in accordance with the Program have a redemption value. See "**Redeeming Cash Back Rewards**" below. Cash back rewards may not be transferred to any other person including through such events as inheritance, bankruptcy or divorce.

Earning and accruing cash back rewards is not limited as long as your Account is in good standing, and you may have a negative cash back rewards balance (because of returns and other post transaction actions). If your Account has a negative cash back rewards balance, any newly earned cash back rewards will be used to offset that negative balance until that balance has been brought to zero. As long as your Account is in good standing, your cash back rewards do not expire. Cash back rewards are forfeited 90 days after your Account is closed by you or us. If we find evidence of misuse, fraud or the Account is in default, as defined in your Card Agreement, no redemptions of your cash back rewards, automatic or manual, will be permitted; provided that if your Account is closed because of nonpayment, you will have 90 days to redeem any cash back rewards from the date the notice is sent to you. See "**Redeeming Cash Back Rewards.**" Cash back rewards from separate accounts cannot be combined. Authorized Users earn cash back rewards on the Account, but only the primary Cardholder may redeem cash back rewards.

**Merchant Categories:** Merchants who accept credit cards are assigned a merchant code, which is determined by the merchant or its processor in accordance with the applicable credit card network's procedures based on the kinds of products and services they primarily sell. We have no control over merchant codes. Please note:

- We make every effort to include all relevant merchant codes in our cash back rewards categories. However, even though a merchant or some of the items that it sells may appear to fit within a cash back rewards category, the merchant may not have a merchant code in that category or may not use an eligible merchant code. When this occurs, Purchases with that merchant will not qualify for cash back rewards on purchases in that category.
- A merchant with more than one location may submit Purchases using different codes, including codes that are not eligible under this Program. This means that Purchases from the same merchant at a different location may result in no cash back rewards. Purchases made without an eligible code WILL NOT qualify for cash back rewards.
- Purchases submitted by you, an authorized user, or the merchant through third-party payment accounts, mobile or wireless card readers, online or mobile digital wallets, or similar technology will not qualify in a cash back rewards category if the technology is not set up to process the purchase in that cash back rewards category.

**Redeeming Cash Back Rewards:** Cash back rewards may be redeemed automatically ("Automatic Redemption") only for statement credits; or redeemed manually ("Manual Redemption"), for statement credits, gift cards, or other goods or services. You can switch between Automatic and Manual Redemption, but in order to do so, you must have an online Account that you can access via CreditOneBank.com or the Credit One Bank Mobile App. All cash back rewards redemptions are subject to terms and conditions set forth in this Supplement and at https://www.creditonebank.com/rewardsredemptionterms.

- Manual Redemption: Upon Account opening, your Account will be set to Manual Redemption. Cash back rewards will post to your Account within thirty-seven days after a Net Eligible Purchase posts to your Account. The amount of cash back rewards you need to redeem for consumer goods and services will be determined at redemption and may change without notice. The most up-to-date amount of cash back rewards you have available to redeem (which reflects any adjustments, transfers, or redemptions) is available online or by calling the customer service number and may differ from the available cash back rewards shown on your last monthly billing statement.
- Automatic Redemption: Cash back rewards may be redeemed automatically as statement credits. To do so, you must change your redemption setting from Manual Redemption to Automatic Redemption. If you switch from Manual to Automatic Redemption, any cash back reward balance accrued while your Account has a Manual Redemption setting will be applied to your Account as a statement credit in any month your redemption setting is set to Automatic Redemption as of 3:00 p.m. Central Time on the first day of the month. We will post a statement credit to your Account within thirty-seven days after the end of the month based on the Net Eligible Purchases posted to your Account from the first day to the last day of the current month. You will receive an automatic rewards credit on each statement that has at least one Net Eligible Purchase.

**Feedback:** If you send or transmit any communications, comments, questions, suggestions, or related materials, whether by letter, e-mail, telephone, or otherwise (Feedback), suggesting or recommending changes to the Program or how cash back rewards are fulfilled, including, without limitation, new features or functionality, you grant us and any of our vendors a perpetual right to use the Feedback for our own and their own, respective internal business purposes. Further, we, our service providers, vendors, and any subcontractors disclaim any liability to you for any such use of Feedback for our or their own, respective internal business purpose.

**Consumer Goods/Services Disclaimer: BY PARTICIPATING IN THE PROGRAM, YOU ACKNOWLEDGE AND AGREE THAT CREDIT ONE BANK AND ITS VENDORS ARE ONLY PROVIDING THE PROGRAM TO EARN AND REDEEM CASH BACK REWARDS AND NOT PROVIDING CONSUMER GOODS OR SERVICES. CREDIT ONE BANK AND ITS VENDORS ARE NOT INVOLVED IN WARRANTING ANY CONSUMER GOODS OR SERVICES WHICH YOU MAY ACQUIRE UTILIZING THE PROGRAM AND REDEMPTION SERVICES. CREDIT ONE BANK AND ITS VENDORS DO NOT MAKE, AND AFFIRMATIVELY DISCLAIM, ANY AND ALL WARRANTIES, EXPRESS OR IMPLIED, WITH RESPECT TO SUCH CONSUMER GOODS OR SERVICES, INCLUDING WITHOUT LIMITATION, ANY WARRANTY OF MERCHANTABILITY, SUITABILITY FOR A PARTICULAR PURPOSE, OR AGAINST INFRINGEMENT. WARRANTIES FOR CONSUMER GOODS AND SERVICES ARE LIMITED TO THE APPLICABLE THIRD-PARTY SUPPLIER'S WARRANTIES AND RETURN POLICIES. BY PARTICIPATING IN THE PROGRAM, YOU ACKNOWLEDGE AND AGREE TO LOOK SOLELY TO THE APPLICABLE MERCHANT PROVIDING THE CONSUMER GOODS AND/OR SERVICES REDEEMED OR PURCHASED BY YOU UTILIZING THE PROGRAM FOR ANY WARRANTY, REMEDY, OBLIGATION AND/OR LIABILITY WITH RESPECT TO SUCH CONSUMER PRODUCTS AND/OR SERVICES. BY PARTICIPATING IN THE PROGRAM, YOU RELEASE CREDIT ONE BANK AND ITS VENDORS FROM ANY AND ALL LIABILITY WITH RESPECT TO SUCH CONSUMER GOODS AND SERVICES.**

**Information Disclaimer: IN THE COURSE OF PROVIDING THE PROGRAM AND REDEMPTION SERVICE FOR CONSUMER GOODS AND/OR SERVICES, CREDIT ONE BANK AND/OR ITS VENDORS MAY INTEGRATE WITH THIRD-PARTY SUPPLIERS SELECTED OR CHANGED BY CREDIT ONE BANK AND/OR ITS VENDORS, IN THEIR SOLE DISCRETION, FOR THE FULFILLMENT OF SUCH CONSUMER GOODS AND/OR SERVICES REDEEMED OR PURCHASED UTILIZING THE PROGRAM. IN ORDER TO FACILITATE FULFILLMENT OF THE CONSUMER GOODS AND SERVICES WITH THE THIRD-PARTY SUPPLIERS, CREDIT ONE BANK AND/OR ITS VENDORS MAY SEND YOUR REQUIRED PERSONAL AND OTHER INFORMATION (WHICH CAN INCLUDE, BUT IS NOT LIMITED TO FIRST NAME, LAST NAME, SHIPPING ADDRESS, PHONE NUMBER AND EMAIL ADDRESS) TO THIRD-PARTY SUPPLIERS TO FACILITATE THE PURCHASE OR REDEMPTION. BY PARTICIPATING IN THE PROGRAM AND REDEEMING CASH BACK REWARDS FOR CONSUMER GOODS OR SERVICES, YOU THEREFORE AGREE THAT CREDIT ONE BANK AND ITS VENDORS WILL NOT BE HELD RESPONSIBLE AND YOU HEREBY RELEASE CREDIT ONE BANK AND ITS VENDORS FROM ANY LIABILITY FOR YOUR INFORMATION AFTER IT IS INPUT INTO THE REDEMPTION FULFILLMENT SERVICES, FOR THE EXCLUSIVE BENEFIT OF, AND USE BY, THE THIRD-PARTY SUPPLIER, BY YOU AND CORRECTLY TRANSMITTED TO THE THIRD-PARTY SUPPLIER FOR ORDER FULFILLMENT. AFTER YOUR INFORMATION IS PLACED INTO THE REDEMPTION FULFILLMENT SERVICE, YOUR INFORMATION SHALL BE SUBJECT TO THE PRIVACY POLICY AND TERMS OF SUCH THIRD-PARTY SUPPLIER.**

**Program Restrictions:** Cash back rewards posted as a statement credit will reduce the balance on your Account but will not count as payments. You will still be required to pay at least the Minimum Payment Due as shown on your billing statement each month. You WILL NOT earn cash back rewards for Purchases made while your Account is in default as defined within your Card Agreement. This Program excludes Accounts already enrolled in a different Credit One Bank cash back or other rewards program.

**Changes:** The Program may be changed (added to, modified, or deleted) by us at any time, including without limitation changes to the definition of eligible and non-eligible purchases. We will give you prior notice to the extent required by law. Any revision may affect your ability to earn or redeem cash back rewards.

**Termination:** We may suspend or terminate the Program or your participation in the Program at any time and will give you prior notice to the extent required by law. If we suspend or terminate the Program or your participation in the Program, you will have 90 days to redeem any cash back rewards from the date the notice is sent to you. See "**Redeeming Cash Back Rewards**."

**Limited Liability:** Unless otherwise required by law, this Program, or our Card Agreement with you, we will not be liable to you or anyone making a claim on your behalf, in connection with: (1) any change or termination of the Program; (2) any loss, damage, expense or inconvenience caused by any occurrence outside of our control; (3) any taxes that you incur as a result of receiving cash back rewards, payment of which taxes will be your responsibility; (4) any merchandise or services you purchase, or for any direct, indirect or consequential damages with respect to the use of your Account. In any event, any liability that Credit One Bank may have to you in connection with the Program shall be limited to the amount of any cash back rewards you have earned in this Program. The Program and cash back rewards are void or limited where prohibited or restricted, respectively, by federal, state, or local law.

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# *CARD AGREEMENT*

## ***Pricing Summary***

| Interest Rates and Interest Charges | |
|---|---|
| **ANNUAL PERCENTAGE RATE (APR) for Purchases** | **29.74%**<br>This APR will vary with the market based on the Prime Rate. |
| **ANNUAL PERCENTAGE RATE (APR) for Balance Transfers** | **29.74%**<br>This APR will vary with the market based on the Prime Rate. |
| **ANNUAL PERCENTAGE RATE (APR) for Cash Advances** | **31.74%**<br>This APR will vary with the market based on the Prime Rate. |
| **Paying Interest** | Your due date is at least 24 days after the close of each billing cycle. We will not charge you any interest on Purchases if you pay your entire balance by the due date each month. We will begin charging interest on Cash Advances and Balance Transfers from the posting date. |
| **Minimum Interest Charge** | If you are charged interest, the charge will be no less than $1.00. |
| **For Credit Card Tips from the Consumer Financial Protection Bureau** | **To learn more about factors to consider when applying for or using a credit card, visit the website of the Consumer Financial Protection Bureau at http:// www.consumerfinance.gov/learnmore.** |
| **Fees** | |
| **Annual Fee** | **$95** |
| **Transaction Fees**<br>• Cash Advance<br>• Balance Transfer<br>• Foreign Transaction | <br>Either **$10** or **5%** of the amount of each Cash Advance, whichever is greater.<br>Either **$10** or **5%** of the amount of each Balance Transfer, whichever is greater.<br>Either **$1** or **3%** of the amount of each purchase in U.S. dollars, whichever is greater. |
| **Penalty Fees**<br>• Late Payment<br>• Returned Payment | <br>Up to **$39***<br>Up to **$39**** |

**How We Will Calculate Your Balance:** We use a method called "average daily balance (including new Purchases)." See your Card Agreement for more details.

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

***Late Payment Fee:** We will charge the maximum safe harbor amount, which is set annually in accordance with 12 C.F.R. 1026.52(b)(1)(ii)(D). Currently the fee is $29, unless you incurred a Late Payment Fee during the prior six billing cycles. If you did, the fee is currently $39. This fee will not

exceed the related Minimum Payment that was due. We charge a Late Payment Fee to your Account if at least the Amount Due This Period (less any Late Payment Fee for the current billing cycle) plus any Past Due Amount is not received by 5:00 p.m. PT on the Payment Due Date shown on your statement.

****Returned Payment Fee:** We will charge the maximum safe harbor amount, which is set annually in accordance with 12 C.F.R. 1026.52(b)(1)(ii)(D). If a payment is not honored upon first presentment, even if the payment is later honored, a Returned Payment Fee will be charged to your Account. Currently, the fee is $29, unless you incurred a Returned Payment Fee in the prior six billing cycles. If you did, the fee is currently $39. This fee will not exceed the related Minimum Payment that was due.

**Additional Rate Information:** The Purchase and Balance Transfer APR equals the Prime Rate plus a margin of 22.99%. This corresponds to a monthly periodic rate of 2.47833%. The Cash Advance APR equals the Prime Rate plus a margin of 24.99%. This corresponds to a monthly periodic rate of 2.64500%.

**Minimum Payments:** 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 the sum of:

- 5% of your outstanding balance, rounded up to the next whole dollar, or $30, whichever is greater;
- any Late Payment Fee for the current billing cycle;
- and any Past Due Amount (excluding any past due Late Payment Fees).

## ***The Agreement***

This Agreement, together with the Pricing Summary, is your contract with us.

**Accepting this Agreement:** You accept this Agreement when you use the Account. You may still reject this Agreement if you have not yet used the Card, used the Account, or paid a fee after receiving a billing statement. To reject the Agreement, call us at 866-515-5721 or write us at Bank Card Center, P.O. Box 95516, Las Vegas, NV 89193-5516. If you reject the Agreement, you are not responsible for any fees or charges.

**Arbitration:** This Agreement includes an Arbitration Provision with class action and jury trial waivers. You can reject the Arbitration Provision. See "How to REJECT this agreement to arbitrate" in the Arbitration section. If you do not, it will be part of this Agreement.

**Promise to Pay:** You agree to pay us for all amounts due on your Account, including credit for Purchases, Balance Transfers, and Cash Advances, as well as interest charges and fees. This includes charges made by Additional Cardholders and other Authorized Users.

## ***Definitions***

**Account** means the Credit One Bank card account under this Agreement.

**Authorized User** means any person you allow to use your Account or Card, including Additional Cardholders. If the Authorized User has been issued a Card and you want to terminate the Authorized User, you must notify us by telephone or in writing.

**Balance Transfer** means a transaction we designate that allows you to use your Account to pay another creditor or yourself. Balance Transfers cannot be used to pay us or our affiliates. A Balance Transfer will be subject to the terms of the Balance Transfer offer and this Agreement.

**Card** refers to one or more cards or access devices, including your Account number, that we give you or someone else with your authorization to get credit under this Agreement.

**Cardholder** refers to each person with a card issued in their name.

**Cash Advance** means the use of your Account to obtain funds at a financial institution or the use of a Convenience Check.

**Convenience Check** means a check we issue to you to take a Cash Advance. You may not use these checks to pay us or our affiliates.

**Purchase** means the use of the Account to obtain goods or services.

**Prime Rate** means the highest U.S. Prime Rate in the Money Rates section of The Wall Street Journal on the 25th day of the month, or the next day if that day is not a publication day. If The Wall Street Journal does not publish the U.S. Prime Rate, we may substitute another index.

**we**, **us**, **our**, and **Credit One Bank** refer to Credit One Bank, N.A., the issuer of your Card.

**you**, and **your** refer to each person who has applied for the Account and where appropriate, the Authorized User.

## ***Features and Use of Your Account***

**Using Your Card:** You may make Purchases wherever the Card is accepted. You may use the Account to obtain Cash Advances, but you may not make more than two Cash Advance transactions per day which may not exceed the lower of your available credit for cash or $200. You may use the Account for only personal, family, or household purposes, and if your Account is used for any other purpose you are still responsible for such use. You may not use the Account for business or commercial purposes. The Account may not be used for online or internet gambling or illegal purposes.

**Your Credit Limit:** We will tell you your credit limit. Keep your Account balance below your credit limit. If you do not, you must still pay us. We may designate part of your credit limit as a Cash Advance limit and part as a Balance Transfer limit. We may change your credit limit(s) at any time, without notice. You may use a portion of your credit limit for Cash Advances and Balance Transfers. Each Purchase, Cash Advance, and Balance Transfer obtained will reduce the amount of available credit under your credit limit until it is repaid. We may delay increasing your available credit by the amount of any payment that we receive for up to 12 calendar days.

**Credit Limit Increase:** To request a credit limit increase contact the Customer Service number on your statement. We may impose a fee for processing the request.

**Credit Authorizations:** We may decline to authorize a transaction for any reason. We will not be liable to you if we decline a transaction or if anyone refuses any use of your Card.

**Automatic Billing:** You may set up automatic billing with a merchant. You authorize us to provide an updated Account number or Card expiration date to any merchant at our discretion. Contact the merchant to stop automatic billing.

**Joint Accounts:** If this is a joint account, each of you is responsible individually and together for all amounts owed. Each of you is responsible even if the Account is used by only one of you. You will continue to be liable for the entire balance of the Account, even if your co-applicant is ordered by a court to pay us. You will remain liable to us if your co-applicant fails to pay as ordered by the court. Your Account status will continue to be reported to the credit reporting agencies under each of your names. The delivery of notices or billing statements to either of you serves as delivery to each of you. We may rely on instructions given by either of you. We are not liable to either of you for relying upon such instructions.

**Electronic Access:** Applications (apps) on electronic devices (such as mobile wallets) can store your Card and can be used to get credit under this Agreement. Such transactions are covered by this Agreement. Apps may have separate terms of use. We are not responsible if you violate those terms or for any consequences from violating those terms.

**Additional Cardholder:** At your request, we may, at our discretion, issue, in the name of another person, an additional Card on your Account. That person is an Additional Cardholder, as well as an Authorized User. An Additional Cardholder has access to certain Account information including balance, available credit and payment information. If you advise us that the Additional Cardholder is your spouse, information regarding the Account will be provided to consumer reporting agencies in your name as well as in the name of the Additional Cardholder. By requesting that we add an Additional Cardholder to your Account, you represent that you (1) have the consent of the Additional Cardholder to be added to the Account, (2) have provided a copy of this Agreement to the Additional Cardholder, and (3) if the Additional Cardholder is your spouse, you have told the Additional Cardholder that Credit One Bank will furnish credit information about them to the credit reporting agencies in connection with the Account. The Additional Cardholder may report the Card lost or stolen and may remove him or herself from the Account.

## ***Interest Rates and Interest Changes***

**Annual Percentage Rates (APRs):** See the Pricing Summary for your APRs. The APR for Balance Transfers will be the same as the APR for standard Purchases, unless a promotional rate applies.

**Variable Rates:** Your Pricing Summary indicates whether you have any variable APRs. Variable APRs are determined by adding to the Prime Rate the number of percentage points ("margin") specified in the Pricing Summary. Variable APRs will increase or decrease when the Prime Rate changes. The APR change will take effect beginning with billing cycles that end on or after the first day of the month after the month in which the Prime Rate changes. An increase in the APR will increase your interest charges and may increase your Minimum Payment Due.

**Average Daily Balance Method (including new transactions):** We calculate interest each billing cycle by first figuring the "average daily balance" for each type of balance. Standard Purchases, standard Cash Advances, standard Balance Transfers, and each promotional offer, are all types of balances.

For each type of balance, for each billing cycle, we start with the balance on the last day of your previous billing cycle. We subtract any unpaid interest. This is the beginning balance each day. Each day of the billing cycle we subtract any new payments and credits applied to that type of balance. We add any new transactions and fees for that type of balance. We add Purchases, Cash Advances, and Balance Transfers on the post date. We add transaction fees on promotional rate and non-promotional rate Balance Transfers to the same type of balance as the transaction. We add all other fees to the standard Purchase balance. This gives us the daily balance for that type of balance, except that if the daily balance is negative, we treat it as zero. We then add up all of the daily balances and divide by the number of days in the billing cycle. This gives us the "average daily balance" for that type of balance. We multiply the average daily balance by the applicable monthly periodic rate (the APR divided by 12). This gives us the interest charged for that type of balance for that billing cycle. This interest is included in the Account balance on the last day of the billing cycle. The results for all types of balances are then added together to determine the total interest charged that billing cycle.

**When Interest Begins:** We begin to impose interest on a transaction or fee from the day we add it to the daily balance. We continue to impose interest 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 billing statement by the Payment Due Date shown on that billing statement, we will not impose interest on new Purchases paid by the Payment Due Date on your current billing statement. The Payment Due Date will be at least 24 days after the close of the billing cycle. If you have been paying your Account balance in full and thereby avoiding interest on Purchases, but then do not pay the next New Statement Balance in full by the Payment Due Date, in that billing cycle we will start charging interest on the unpaid portion of your balance.

## ***Fees***

See the Pricing Summary for additional Fee information.

**Annual Fee:** If your Account is subject to an Annual Fee, the amount and when it is billed is shown on the Pricing Summary. The Annual Fee is billed to the Account until the Account is closed and the outstanding balance is paid in full. The Annual Fee is refundable as long as you cancel your Account and have not used your card for any Purchases, Cash Advances, or Balance Transfers and you have not made a payment.

**Credit Limit Increase Fee:** If a fee is imposed for processing a Credit Limit increase request, we will tell you the amount of the fee at the time of your request and before you agree to it.

**Foreign Transaction Fee:** We add this fee, unless "None" is stated in the Pricing Summary table, for each purchase made outside the U.S. (A purchase is made outside the U.S. unless it is made with a U.S. merchant, processed completely in the U.S., and in U.S. dollars.) The fee is a percentage of the U.S. dollar amount of the purchase. American Express charges a foreign currency conversion fee of 1% of the amount of the transaction in U.S. dollars. This fee is included as part of the Foreign Transaction Fee listed in the Pricing Summary.

**Optional Express Payment Service Fee:** If a representative of ours helps expedite your payment, we may impose an Express Payment fee. You will be informed of the amount of the fee before you complete the transaction.

**Duplicate Statement Fee:** If you request a duplicate copy of a monthly statement, for any purpose other than to assert a billing error, you will be charged a fee of up to $10 for each statement copy requested.

**Sales Slip Request Fee:** If you request a copy of a sales slip, for any purpose other than to resolve a dispute about the charges on your Account, you will be charged a fee of $6 for each sales slip copy requested.

**Replacement Card Fee:** If you request a replacement card, a Replacement Card Fee of up to $25 may be charged to your Account.

## ***Payments***

**Minimum Payment Due:** See the Pricing Summary for the minimum payment requirements.

**Small Balances:** As it is uneconomical for both you and us to process payments or maintain credits that are $1 or less in amount, you agree as follows: (1) In any billing cycle in which you have had no transactions and your New Balance on the billing date is $1 or less, the balance will be rounded to zero and you will not receive a bill for this amount. (2) In the event that you have a credit balance of $1 or less for two consecutive billing cycles, the balance will be rounded to zero and you will not receive a refund of this amount.

**Payment Instructions:** You must pay us in U.S. dollars, in funds on deposit in the U.S. 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.

**Irregular Payments:** Any payment submitted in offer of settlement of a disputed debt, including any item containing a notation such as "paid in full," and any other item with a restrictive endorsement, must be sent to: Credit One Bank, P.O. Box 95516, Las Vegas, NV 89193-5516. We can accept late payments, partial payments, and checks or other items with restrictive endorsements at any other address without losing any of our rights under this Agreement.

**Postdated Checks:** You agree that we need not examine any payment check to confirm that it is not postdated and that we may deposit any postdated check on the day we receive it.

**Payment Allocation:** We apply payments up to the Minimum Payment Due and credits at our discretion, which may result in balances at lower APRs being paid first and higher interest charges. Payments over the Minimum Payment Due will be applied to balances with higher APRs first.

## ***Collecting, Sharing, and Updating Information***

**Customer Privacy:** We send you our Privacy Policy when you open your Account and thereafter in accordance with applicable law. 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. You accept the terms of our Privacy Policy when you use the Account. Contact us or visit CreditOne.com if you would like a copy.

**Information About You:** You authorize us to obtain and/or use information about you from third parties and credit reporting agencies to: (1) verify your identity and/or conduct investigative inquiries; (2) determine your income and credit eligibility; (3) review your Account and provide renewal of credit; (4) verify your current credit standing in order to present future credit limit increases or decreases; (5) qualify you for and present additional lines of credit or other offers; and (6) collect amounts owing on your Account. Upon request, we will tell you the name and address of any credit reporting agency that provided us with information concerning you.

**Furnishing Information:** We may furnish information concerning your Account or credit file to consumer reporting agencies and others who may properly receive that information. If you believe that information we furnished is inaccurate or incomplete, please write us at Credit One Bank, P. O. Box 98873, Las Vegas, NV 89193-8873. Please include your name, address, home phone number and Account number.

**Telephone Calls, Text Messages and Emails Regarding Your Account:** You are providing express written permission and consent authorizing Credit One Bank and our agents, servicers, contractors, subsidiaries, affiliates, officers, and other partners and employees to contact you at any phone number (including mobile, cellular/wireless, or similar devices) or email address you provide at any time, for any lawful purpose. The ways in which we may contact you include live operator, dialing system, automatic telephone dialing systems (auto-dialer), prerecorded and artificial voice message, text/SMS message or email. Phone numbers and email addresses you provide include those you give to us, those from which you, or someone acting on your behalf, contact us or which we obtain through other means. If you provide a phone number for which you are not the owner, you confirm you are authorized to provide that number. Such lawful purposes include, but are not limited to: obtaining information; activation of the card for verification and identification purposes; account transactions or servicing related matters; suspected fraud or identity theft; collection on the Account; and providing information about special products and services. You agree to pay any fee(s) or charge(s) that you may incur for incoming communications from us or outgoing communications to us, to or from any such number or email address, without reimbursement from us.

**Communication Revocation:** You may revoke your authorization for most communications. However, you cannot revoke authorization for fraud related communications or legally required communications. To change your communication preferences or to revoke consent you must write us. Please:

- include your name, mailing address, and the last four digits of your Account number;
- specify whether you are changing your preferences regarding mail, telephone calls, emails, and/or text or SMS messages;
- provide the specific phone number(s) and/or email address for which you are requesting communications to cease;
- send this written notice to: Credit One Bank, P.O. Box 98873, Las Vegas, NV 89193-8873.

Certain communication preferences can be changed on-line. Please log in to your Account to see if that option is available.

**Telephone Monitoring:** You agree that we (and our servicers, agents and contractors) may monitor and record any calls between you and us.

**Updating Your Phone Number:** Notify us immediately if you change mobile or cell phone numbers or plan to give your phone to someone else. It is your responsibility to provide us with a true, accurate and complete mobile number and to maintain and update promptly any changes in this information. You can update your mobile number by calling us at the phone number on the back of your Card.

**Indemnification:** If you provide telephone number(s) for which you are not the subscriber, or fail to notify us when you cease to be the subscriber for a telephone number you previously gave us, you agree to indemnify us, our subsidiaries, affiliates, officers, agents, servicers, contractors, and other partners and employees for any costs and expenses, including reasonable attorneys' fees, incurred as a result of us contacting or attempting to contact you at the number(s). Your obligation under this paragraph shall survive termination of the Agreement.

## *Account Closure*

**Default:** You are in default under this Agreement if (1) bankruptcy or another insolvency proceeding is filed by or against you; (2) we reasonably believe you are unable or unwilling to repay us; (3) you die or are legally incompetent or incapacitated; (4) you fail to comply with the terms of this Agreement, including failing to make a required payment when due, exceeding your credit limit or using your Card or Account for an illegal transaction; (5) you give us misleading, false, incomplete or incorrect information or fail to give us any information we deem necessary; or (6) if you no longer permanently reside in the United States or its territories. If you are in default, we may declare the entire Account balance immediately due and payable without advance 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.

**Closing Your Account:** You may close your Account at any time. You will remain responsible for any amount you owe us under this Agreement. Any joint Cardholder may cancel a joint Account. However, both of you will remain responsible for paying all amounts owed. If your Account is subject to an Annual Fee, the fee will continue to be charged until you pay your outstanding balance in full.

We may cancel, suspend or not renew your Card, Account, or access to the credit line at any time and for any reason without notice. If your Account is closed by us, the Annual Fee will continue to be charged until you pay your outstanding balance in full.

However, when your Account is closed, if there is: (1) a debit balance of $1 or less, that balance will be rounded to zero and you will not be required to pay this amount; or (2) a credit balance of $1 or less, that balance will be rounded to zero and this amount will not be refunded to you. The rounding to zero may occur after your closing statement cycles, and you may not receive a statement reflecting the rounding.

## *Arbitration Agreement*

**PLEASE READ CAREFULLY—IMPORTANT—AFFECTS YOUR LEGAL RIGHTS**

This agreement to arbitrate provides that you or we can require controversies or disputes between us to be resolved by BINDING ARBITRATION. You have the right to REJECT this agreement to arbitrate by using the procedure explained below.

If you do not reject this agreement to arbitrate, you GIVE UP YOUR RIGHT TO GO TO COURT and controversies or disputes between us will be resolved by a NEUTRAL ARBITRATOR INSTEAD OF A JUDGE OR JURY, using rules that are simpler and more limited than in a court. Arbitrator decisions are subject to VERY LIMITED REVIEW BY A COURT. Arbitration will proceed INDIVIDUALLY— CLASS ACTIONS AND SIMILAR PROCEDURES WILL NOT BE AVAILABLE TO YOU.

**Agreement to Arbitrate:** You and we agree that either you or we may, without the other's consent, require that controversies or disputes between you and us (all of which are called "Claims"), be submitted to mandatory, binding arbitration. This agreement to arbitrate is made pursuant to a transaction involving interstate commerce, and shall be governed by, and enforceable under, the Federal Arbitration Act (the "FAA"), 9 U.S.C. §1 et seq., and (to the extent State law is applicable), the laws of the State of Nevada.

For purposes of this agreement to arbitrate, "you" includes you, any co-applicant, any Authorized User (including Additional Cardholders), or anyone else connected with you or claiming through you; and "we" or "us" includes Credit One Bank, N.A., all of its parents, subsidiaries, affiliates, successors, predecessors, employees, and related persons or entities, and all third parties who are regarded as agents or representatives of us in connection with the subject matter of the claim or dispute at issue.

**Covered Claims:** Claims subject to arbitration include, but are not limited to, any controversies or disputes arising from or relating in any way to your Account; any transactions involving your Account; any disclosures made to you concerning your Account; any interest, charges, or fees assessed on your Account; any service(s) or programs related to your Account; and, if permitted by the rules of the arbitration forum, any collection of debt related

to your Account. Claims also include controversies or disputes arising from or relating in any way to advertising, solicitations, or any application for, approval of, or establishment of your Account. Claims subject to arbitration include any controversies or disputes based on any theory of law, whether contract, tort, statute, regulation, common law, or equity, or whether they seek legal or equitable remedies. All Claims are subject to arbitration whether they arose in the past, may currently exist, or may arise in the future. Arbitration will apply even if your Account is closed, you pay us in full any outstanding debt you owe, or you file for bankruptcy. Also, controversies or disputes about the validity, enforceability, coverage, meaning, or scope of this agreement to arbitrate or any part thereof are subject to arbitration and are for the arbitrator to decide. Any questions about what Claims are subject to arbitration shall be resolved by interpreting this agreement to arbitrate in the broadest way the law will allow it to be enforced.

**Claims Not Covered:** Claims (whether brought initially or by counter or cross-claim) are not subject to arbitration if they are filed by you or us in a small claims court, so long as the case remains in such court and only individual claims for relief are advanced in the case.

**No Class Arbitration or Consolidation or Joinder of Parties:** Class actions and other similar procedures in which individuals seek to represent similarly situated individuals or seek relief on behalf of the general public, and consolidation or joinder of Claims (except for claimants on the same account), are NOT available under this agreement to arbitrate. Claims in arbitration will proceed on an INDIVIDUAL basis only:

> UNLESS YOU REJECT THIS AGREEMENT TO ARBITRATE, YOU AND WE WAIVE THE RIGHT TO ASSERT OR PARTICIPATE IN A CLASS ACTION OR ANY REPRESENTATIVE OR CONSOLIDATED PROCEEDING IN COURT OR IN ARBITRATION.

The arbitrator shall have no authority to entertain any Claim as a class action or private attorney general action or on any other similar representative basis, nor shall the arbitrator have any authority to consolidate or join Claims brought by separate claimants (except for claimants on the same account). This also means that the arbitrator 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.†

†**Notice to California Account Holders:** This agreement to arbitrate shall not be construed to prevent you from seeking in the arbitration the remedy of public injunctive relief if (a) you reside in California, (b) you resided in California at the time you entered into this agreement to arbitrate, or (iii) the billing address for your Account is a California address (hereafter, "California Account Holder").

**Initiation of Arbitration:** The arbitration shall be administered by the American Arbitration Association ("AAA") before a single arbitrator under the AAA's Consumer Arbitration Rules, or by a mutually agreeable administrator, before a single arbitrator, as modified by this arbitration provision. Information about the arbitration process for AAA can be obtained from the AAA at www.adr.org. The arbitrator shall be selected from the AAA (or mutually agreeable administrator) panel of neutrals then active on the roster maintained by the AAA (or mutually agreeable administrator) office located in the city of or nearest to your billing address and, unless otherwise mutually agreed, the arbitrator shall be a retired federal judge, a retired state appellate judge, a retired state trial judge, or a lawyer with at least 15 years of experience in that order of preference.

In the event that the AAA or mutually agreeable administrator is unable or unwilling 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).

**Arbitration Procedures and Applicable Law; Offer of Settlement:** Unlike a lawsuit in state or federal court, arbitration is conducted by a private organization that specializes in alternative dispute resolution. Disputes in arbitration are decided by a neutral arbitrator instead of a judge or jury. You may represent yourself in arbitration, or you may be represented by a lawyer.

Under this agreement to arbitrate, a single arbitrator designated by the arbitration administrator will decide the Claim under applicable law. The arbitrator is bound by the terms of this agreement to arbitrate. The AAA or mutually agreeable administrator will apply its code of procedures in effect at the time the arbitration claim is filed. If there is a conflict between that code of procedures and this arbitration provision and/or any sections of this Card Agreement, this arbitration provision and/or this Card Agreement will control. The arbitrator will honor all claims of privilege recognized by law. Subject to the prohibition on class, representative, and consolidation procedures set forth above, the arbitrator will have the power to award to a party any damages or other relief (including relief in equity) provided for under applicable law. That is, a party will be entitled to recover in arbitration any damages or other relief that it could recover if it prevailed in a court proceeding. An arbitrator's award shall consist of a written statement setting forth the disposition of each Claim. At the request of any party, the arbitrator shall also set forth a written explanation of the essential findings and conclusions on which the award is based. An arbitration award shall decide the rights and obligations only of the parties named in the arbitration, and shall not have any bearing on another person or dispute.

If your Claim is for $10,000 or less, you may choose whether the arbitration will be conducted solely on the basis of documents, in a telephonic hearing, or in an in-person hearing.

Any in-person hearing will take place in the federal judicial district that includes your billing address at the time the Claim is filed, unless the parties agree to a different place.

**The Arbitrator's Decision:** The arbitrator's decision will be final and binding on the parties. A party can file a written appeal to the arbitration administrator within thirty (30) days after an award is issued. The appeal will proceed before a panel of three neutral arbitrators designated by the same arbitration administrator. The panel will decide anew all factual and legal issues, following the same rules of procedure, by majority vote any aspect of the original decision objected to. The costs of such an appeal will be borne in accordance with the below paragraph entitled "Fees and Costs". Any review by a court shall be governed by the Federal Arbitration Act. Any final arbitration award will be binding on the named parties and enforceable by any court having jurisdiction.

**Fees and Costs:** We will pay any costs that are required to be paid by us under the arbitration administrator's rules of procedure. If you file the arbitration, you will pay your share of the initial filing fee, unless you seek and qualify for a fee waiver under the applicable rules of the arbitration administrator. The party filing an appeal shall be responsible for all filing fees and costs of the appeal unless prohibited by administrator's rules of procedure. All parties are responsible for their own attorney's fees, expert fees and any other expenses, unless the arbitrator awards such fees or expenses to you or us if allowed by applicable law.

**Other Parties Subject to this Agreement to Arbitrate:** In addition to you and us, the rights and duties described in this agreement to arbitrate apply to: any third party co-defendant of a claim subject to this arbitration provision; all joint account holders, Additional Cardholders, and Authorized Users of your Account(s).

**How to REJECT this Agreement to Arbitrate:** You can reject this agreement to arbitrate but only if we receive from you a written notice of rejection within 45 days after it was first provided to you. To reject this agreement to arbitrate you must send the notice of rejection to: Credit One Bank, Attention: Arbitration Opt Out, P. O. Box 98873, Las Vegas, NV 89193-8873. Rejection notices sent to any other address will not be accepted or effective. If you decide to reject this agreement to arbitrate in writing, your notice must state that you reject this agreement to arbitrate and include your name, address, account number, and personal signature. Rejection of arbitration will not affect your other rights or responsibilities under this Card Agreement.

**Survival, Severability, and Amendment of Terms:**
*Survival.* This agreement to arbitrate shall survive changes in the Agreement and termination of the Account or the relationship between you and us, including the bankruptcy of any party and any transfer or sale of your Account, or amounts owed on your Account, to another person or entity.
*Severability.* If any part or parts of your agreement to arbitrate are declared unenforceable, then such specific part or parts shall be of no force or effect and shall be severed, but the remainder of this agreement to arbitrate shall continue in full force and effect. If, however, the entire agreement to arbitrate or your waiver of the right to bring or participate in a class or representative action or in consolidation procedures is unenforceable, then the agreement to arbitrate shall be of no force or effect. Notwithstanding the preceding sentence, with respect to California Account Holders, if arbitration is unenforceable, in whole or in part, you and we agree to resolve any Claim by a judicial reference proceeding as described above.
*Amendment in Writing Only.* This agreement to arbitrate may not be amended, severed, or waived, except as expressly provided in the Agreement or in a written agreement between you and us.

## *Other Information*

**Transactions in Foreign Currencies:** If you make a transaction at a merchant that settles in a currency other than U.S. dollars, American Express will convert that charge into a U.S. Dollar amount. That conversion will be done at a rate selected by American Express from the range of rates available in wholesale currency markets for the applicable central processing date, which rate may vary from the rate American Express itself receives, or the government-mandated rate in effect for the applicable central processing date. The currency conversion rate used on the processing date may differ from the rate that would have been used on the purchase date or on the date the transaction is posted to your Account. You agree to pay the converted amount, including any charges for the conversion that may be imposed as described above.

**Changes to Your Agreement:** The rates, fees and terms of this Agreement may change and we may add or delete any term to this Agreement, consistent with applicable law. We will give you advance written notice of these changes and a right to reject the change, if required by law.

**Unauthorized Use:** Notify us immediately if your Card is lost or stolen or you suspect that someone is using your Card or Account without your permission.

**Assignment:** We may assign any or all of our rights and obligations under this Agreement. You may not assign any of your rights or obligations under this Agreement.

**No Waiver:** We will not lose our rights under this Agreement because we delay or do not enforce them.

**Governing Law:** This Agreement is governed by and interpreted in accordance with the laws applicable to national banks, and, where no such laws apply, by the laws of the State of Nevada, excluding the conflicts of law provisions thereof, regardless of your state of residence.

**Conformance with Law; Severability:** If any part of this Agreement conflicts with applicable law, that provision will be considered modified to conform to applicable law. If any part of this Agreement is invalid, the rest shall remain in effect, except as otherwise noted in the Arbitration Provision.

## ***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 the Billing Inquiries address on the statement.

In your letter, give us the following information:

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

You must contact us:

- Within 60 days after the error appeared on your statement.
- At least 3 business days before an automated payment is scheduled, if you want to stop payment on the amount you think is wrong.

You must notify us of any potential errors in writing. You may call us, but if you do we are not required to investigate any potential errors and you may have to pay the amount in question.

**What Will Happen After We Receive Your Letter**

When we receive your letter, we must do two things:

1. Within 30 days of receiving your letter, we must tell you that we received your letter. We will also tell you if we have already corrected the error.
2. Within 90 days of receiving your letter, we must either correct the error or explain to you why we believe the bill is correct.

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

- We cannot try to collect the amount in question, or report you as delinquent on that amount.
- The charge in question may remain on your statement, and we may continue to charge you interest on that amount.
- While you do not have to pay the amount in question, you are responsible for the remainder of your balance.
- We can apply any unpaid amount against your credit limit.

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

*If we made a mistake:* You will not have to pay the amount in question or any interest or other fees related to that amount.

*If we do not believe there was a mistake:* You will have to pay the amount in question, along with applicable interest and fees. We will send you a statement of the amount you owe and the date payment is due. We may then report you as delinquent if you do not pay the amount we think you owe.

If you receive our explanation but still believe your bill is wrong, you must write to us within 10 days telling us that you still refuse to pay. If you do so, we cannot report you as delinquent without also reporting that you are questioning your bill. We must tell you the name of anyone to whom we reported you as delinquent, and we must let those organizations know when the matter has been settled between us.

If we do not follow all of the rules above, you do not have to pay the first $50.00 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 $50.00. (Note: Neither of these are necessary if your purchase was based on an advertisement we mailed to you, or if we own or operate the company that sold you the goods or services.)
2. You must have used your credit card for the purchase. Purchases made with cash advances from an ATM or with a check that accesses your credit card account do not qualify.
3. You must not yet have fully paid for the purchase.

If all of the criteria above are met and you are still dissatisfied with the purchase, contact us in writing at the Billing Inquiries address shown on your statement.

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

## ***Rewards Program Supplement***

This document ("Supplement") describes the terms and conditions of the Credit One Bank Cash Back Rewards Program ("Program") and supplements the Card Agreement that governs your credit card account issued by Credit One Bank, N.A. (the "Account"). By using the Account, you agree to participate in the Program. Your participation is subject to the terms of the Card Agreement, including the arbitration agreement, if applicable, and this Supplement. In the event of a conflict between the Card Agreement and this Supplement, with respect to matters relating to the Program, this Supplement controls.

**Earning Cash Back Rewards:** You earn 2% for purchases using your Account minus returns, refunds, disputed charges and fraudulent transactions ("Net Purchases").
You do not earn cash back rewards on Cash Advances, Balance Transfers, Peer to Peer cash-like transactions (such as Venmo, Cash App, Zelle, and other similar merchants and services), interest, fees, and other charges. If your Account is in default, as defined in your Card Agreement, at the time the cash back rewards are to be posted to your Account, you WILL NOT receive the credit. Cash back rewards have no cash value; however, when redeemed in accordance with the Program have a redemption value. See "**Redeeming Cash Back Rewards**" below. Cash back rewards may not be transferred to any other person including through such events as inheritance, bankruptcy, or divorce.

Earning and accruing cash back rewards is not limited as long as your Account is in good standing, and you may have a negative cash back rewards balance (because of returns and other post transaction actions). If your Account has a negative cash back rewards balance, any newly earned cash back rewards will be used to offset that negative balance until that balance has been brought to zero. As long as your Account is in good standing, your cash back rewards do not expire. Cash back rewards are forfeited 90 days after your Account is closed by you or us. If we find evidence of misuse, fraud or the Account is in default, as defined in your Card Agreement, no redemptions of your cash back rewards, automatic or manual, will be permitted; provided that if your Account is closed because of nonpayment, you will have 90 days to redeem any cash back rewards from the date the notice is sent to you. See "**Redeeming Cash Back Rewards**." Cash back rewards from separate accounts cannot be combined. Authorized Users earn cash back rewards on the Account, but only the primary Cardholder may redeem cash back rewards.

**Redeeming Cash Back Rewards:** Cash back rewards may be redeemed automatically ("Automatic Redemption") only for statement credits; or redeemed manually ("Manual Redemption") for statement credits, gift cards, or other goods or services. You can switch between Automatic Redemption and Manual Redemption, but in order to do so, you must have an online Account that you can access via CreditOneBank.com or the Credit One Bank Mobile App. All cash back rewards redemptions are subject to terms and conditions set forth in this Supplement and at https://www.creditonebank.com/RewardsRedemptionTerms.

- Manual Redemption: Upon Account opening, your Account will be set to Manual Redemption. Cash back rewards will post to your Account within thirty-seven days after Net Purchases post to your Account. The amount of cash back rewards you need to redeem for other consumer goods and services will be determined at redemption and may change without notice. The most up-to-date amount of cash back rewards you have available to redeem (which reflects any adjustments, transfers, or redemptions) is available online or by calling the customer service number and may differ from the available cash back rewards shown on your last monthly billing statement.
- Automatic Redemption: Cash back rewards may be redeemed automatically as statement credits. To do so, you must change your redemption setting from Manual Redemption to Automatic Redemption. If you switch from Manual Redemption to Automatic Redemption, any cash back rewards balance accrued while your Account has a Manual Redemption setting will be applied to your Account as a statement credit in any month your redemption setting is set to Automatic Redemption as of 3:00 p.m. Central Time on the first day of the month. We will post a statement credit to your Account within thirty-seven days after the end of the month based on the Net Purchases posted to your Account from the first day to the last day of the current month. You will receive an automatic rewards credit on each statement that has at least one Net Purchase.

**Feedback:** If you send or transmit any communications, comments, questions, suggestions, or related materials, whether by letter, e-mail, telephone, or otherwise ("Feedback"), suggesting or recommending changes to the Program or how cash back rewards are fulfilled, including, without limitation, new features or functionality, you grant us and any of our vendors a perpetual right to use the Feedback for our own and their own, respective internal business purposes. Further, we, our service providers, vendors, and any subcontractors disclaim any liability to you for any such use of Feedback for our or their own, respective internal business purpose.

**Consumer Goods/Services Disclaimer: BY PARTICIPATING IN THE PROGRAM, YOU ACKNOWLEDGE AND AGREE THAT CREDIT ONE BANK AND ITS VENDORS ARE ONLY PROVIDING THE PROGRAM TO EARN AND REDEEM CASH BACK REWARDS AND NOT PROVIDING CONSUMER GOODS OR SERVICES. CREDIT ONE BANK AND ITS VENDORS ARE NOT INVOLVED IN WARRANTING ANY CONSUMER GOODS OR SERVICES WHICH YOU MAY ACQUIRE UTILIZING THE PROGRAM AND REDEMPTION SERVICES. CREDIT ONE BANK AND ITS VENDORS DO NOT MAKE, AND AFFIRMATIVELY DISCLAIM, ANY AND ALL WARRANTIES, EXPRESS OR IMPLIED, WITH RESPECT TO SUCH CONSUMER GOODS OR SERVICES, INCLUDING WITHOUT LIMITATION, ANY WARRANTY OF MERCHANTABILITY, SUITABILITY FOR A PARTICULAR PURPOSE, OR AGAINST INFRINGEMENT. WARRANTIES FOR CONSUMER GOODS AND SERVICES ARE LIMITED TO THE APPLICABLE THIRD-PARTY SUPPLIER'S WARRANTIES AND RETURN POLICIES. BY PARTICIPATING IN THE PROGRAM, YOU ACKNOWLEDGE AND AGREE TO LOOK SOLELY TO THE APPLICABLE MERCHANT PROVIDING THE CONSUMER GOODS AND/OR SERVICES REDEEMED OR PURCHASED BY YOU UTILIZING THE PROGRAM FOR ANY WARRANTY, REMEDY, OBLIGATION AND/OR LIABILITY WITH RESPECT TO SUCH CONSUMER PRODUCTS AND/ OR SERVICES. BY PARTICIPATING IN THE PROGRAM, YOU RELEASE CREDIT ONE BANK AND ITS VENDORS FROM ANY AND ALL LIABILITY WITH RESPECT TO SUCH CONSUMER GOODS AND SERVICES.**

**Information Disclaimer: IN THE COURSE OF PROVIDING THE PROGRAM AND REDEMPTION SERVICE FOR CONSUMER GOODS AND/OR SERVICES, CREDIT ONE BANK AND/ OR ITS VENDORS MAY INTEGRATE WITH THIRD-PARTY SUPPLIERS SELECTED OR CHANGED BY CREDIT ONE BANK AND/OR ITS VENDORS, IN THEIR SOLE DISCRETION, FOR THE FULFILLMENT OF SUCH CONSUMER GOODS AND/OR SERVICES REDEEMED OR PURCHASED UTILIZING THE PROGRAM. IN ORDER TO FACILITATE FULFILLMENT OF THE CONSUMER GOODS AND SERVICES WITH THE THIRD-PARTY SUPPLIERS, CREDIT ONE BANK AND/OR ITS VENDORS MAY SEND YOUR REQUIRED PERSONAL AND OTHER INFORMATION (WHICH CAN INCLUDE, BUT IS NOT LIMITED TO FIRST NAME, LAST NAME, SHIPPING ADDRESS, PHONE NUMBER AND EMAIL ADDRESS) TO THIRD-PARTY SUPPLIERS TO FACILITATE THE PURCHASE OR REDEMPTION. BY PARTICIPATING IN THE PROGRAM AND REDEEMING CASH BACK REWARDS FOR CONSUMER GOODS OR SERVICES, YOU THEREFORE AGREE THAT CREDIT ONE BANK AND ITS VENDORS WILL NOT BE HELD RESPONSIBLE AND YOU HEREBY RELEASE CREDIT ONE BANK AND ITS VENDORS FROM ANY LIABILITY FOR YOUR INFORMATION AFTER IT IS INPUT INTO THE REDEMPTION FULFILLMENT SERVICES, FOR THE EXCLUSIVE BENEFIT OF, AND USE BY, THE THIRD-PARTY SUPPLIER, BY YOU AND CORRECTLY TRANSMITTED TO THE THIRD-PARTY SUPPLIER FOR ORDER FULFILLMENT. AFTER YOUR INFORMATION IS PLACED INTO THE REDEMPTION FULFILLMENT SERVICE, YOUR INFORMATION SHALL BE SUBJECT TO THE PRIVACY POLICY AND TERMS OF SUCH THIRD-PARTY SUPPLIER.**

**Program Restrictions:** Cash back rewards posted as a statement credit will reduce the balance on your Account but will not count as payments. You will still be required to pay at least the Minimum Payment Due as shown on your billing statement each month. You WILL NOT earn cash back rewards for Purchases made while your Account is in default as defined within your Card Agreement. This Program excludes Accounts already enrolled in a different Credit One Bank cash back or other rewards program.

**Changes:** The Program may be changed (added to, modified, or deleted) by us at any time. We will give you prior notice to the extent required by law. Any revision may affect your ability to earn or redeem cash back rewards.

**Termination:** We may suspend or terminate the Program or your participation in the Program at any time and will give you prior notice to the extent required by law. If we suspend or terminate the Program or your participation in the Program, you will have 90 days to redeem any cash back rewards from the date the notice is sent to you. See "**Redeeming Cash Back Rewards**."

**Limited Liability:** Unless otherwise required by law, this Program, or our Card Agreement with you, we will not be liable to you or anyone making a claim on your behalf, in connection with: (1) any change or termination of the Program; (2) any loss, damage, expense or inconvenience caused by any occurrence outside of our control; (3) any taxes that you incur as a result of receiving cash back rewards, payment of which taxes will be your responsibility; (4) any merchandise or services you purchase, or for any direct, indirect or consequential damages with respect to the use of your Account. In any event, any liability that Credit One Bank may have to you in connection with the Program shall be limited to the amount of any cash back rewards you have earned in this Program. The Program and cash back rewards are void or limited where prohibited or restricted, respectively, by federal, state, or local law.

American Express is a federally registered service mark of American Express. This credit card program is issued and administered by Credit One Bank, N.A., pursuant to a license from American Express.

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# *CARD AGREEMENT*

**D495**

## ***Pricing Summary***

| Interest Rates and Interest Charges | |
|---|---|
| **ANNUAL PERCENTAGE RATE (APR) for Purchases** | **29.74%**<br>This APR will vary with the market based on the Prime Rate. |
| **ANNUAL PERCENTAGE RATE (APR) for Balance Transfers** | **29.74%**<br>This APR will vary with the market based on the Prime Rate. |
| **ANNUAL PERCENTAGE RATE (APR) for Cash Advances** | **31.74%**<br>This APR will vary with the market based on the Prime Rate. |
| **Paying Interest** | Your due date is at least 24 days after the close of each billing cycle. We will not charge you any interest on Purchases if you pay your entire balance by the due date each month. We will begin charging interest on Cash Advances and Balance Transfers from the posting date. |
| **Minimum Interest Charge** | If you are charged interest, the charge will be no less than $1.00. |
| **For Credit Card Tips from the Consumer Financial Protection Bureau** | **To learn more about factors to consider when applying for or using a credit card, visit the website of the Consumer Financial Protection Bureau at http:// www.consumerfinance.gov/learnmore.** |
| **Fees** | |
| **Annual Fee** | **$75** for the first year. After that **$99** annually (billed at $8.25 per month). |
| **Transaction Fees**<br>• Cash Advance<br>• Balance Transfer<br>• Foreign Transaction | <br>Either **$5** or **8%** of the amount of each Cash Advance, whichever is greater.<br>Either **$5** or **8%** of the amount of each Balance Transfer, whichever is greater.<br>Either **$1** or **3%** of the amount of each purchase in U.S. dollars, whichever is greater. |
| **Penalty Fees**<br>• Late Payment<br>• Returned Payment | <br>Up to **$39***<br>Up to **$39**** |

**How We Will Calculate Your Balance:** We use a method called "average daily balance (including new Purchases)." See your Card Agreement for more details.

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

***Late Payment Fee:** We will charge the maximum safe harbor amount, which is set annually in accordance with 12 C.F.R. 1026.52(b)(1)(ii)(D). Currently the fee is $29, unless you incurred a Late Payment Fee during the prior six billing cycles. If you did, the fee is currently $39. This fee will not exceed the related Minimum Payment that was due. We charge a Late Payment Fee to your Account if at least the Amount Due This Period (less any Late Payment Fee for the current billing cycle) plus any Past Due Amount is not received by 5:00 p.m. PT on the Payment Due Date shown on your statement.

****Returned Payment Fee:** We will charge the maximum safe harbor amount, which is set annually in accordance with 12 C.F.R. 1026.52(b)(1)(ii)(D). If a payment is not honored upon first presentment, even if the payment is later honored, a Returned Payment Fee will be charged to your Account. Currently, the fee is $29, unless you incurred a Returned Payment Fee in the prior six billing cycles. If you did, the fee is currently $39. This fee will not exceed the related Minimum Payment that was due.

**Additional Rate Information:** The Purchase and Balance Transfer APR equals the Prime Rate plus a margin of 22.99%. This corresponds to a monthly periodic rate of 2.47833%. The Cash Advance APR equals the Prime Rate plus a margin of 24.99%. This corresponds to a monthly periodic rate of 2.64500%.

**Minimum Payments:** 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 the sum of:

- 5% of your outstanding balance, rounded up to the next whole dollar, or $30, whichever is greater;
- any Late Payment Fee for the current billing cycle;
- and any Past Due Amount (excluding any past due Late Payment Fees).

## ***The Agreement***

This Agreement, together with the Pricing Summary, is your contract with us.

**Accepting this Agreement:** You accept this Agreement when you use the Account. You may still reject this Agreement if you have not yet used the Card, used the Account, or paid a fee after receiving a billing statement. To reject the Agreement, call us at 866-515-5721 or write us at Bank Card Center, P.O. Box 95516, Las Vegas, NV 89193-5516. If you reject the Agreement, you are not responsible for any fees or charges.

**Arbitration:** This Agreement includes an Arbitration Provision with class action and jury trial waivers. You can reject the Arbitration Provision. See "How to REJECT this agreement to arbitrate" in the Arbitration section. If you do not, it will be part of this Agreement.

**Promise to Pay:** You agree to pay us for all amounts due on your Account, including credit for Purchases, Balance Transfers, and Cash Advances, as well as interest charges and fees. This includes charges made by Additional Cardholders and other Authorized Users.

## ***Definitions***

**Account** means the Credit One Bank card account under this Agreement.

**Authorized User** means any person you allow to use your Account or Card, including Additional Cardholders. If the Authorized User has been issued a Card and you want to terminate the Authorized User, you must notify us by telephone or in writing.

**Balance Transfer** means a transaction we designate that allows you to use your Account to pay another creditor or yourself. Balance Transfers cannot be used to pay us or our affiliates. A Balance Transfer will be subject to the terms of the Balance Transfer offer and this Agreement.

**Card** refers to one or more cards or access devices, including your Account number, that we give you or someone else with your authorization to get credit under this Agreement.

**Cardholder** refers to each person with a card issued in their name.

**Cash Advance** means the use of your Account to obtain funds at a financial institution or the use of a Convenience Check.

**Convenience Check** means a check we issue to you to take a Cash Advance. You may not use these checks to pay us or our affiliates.

**Purchase** means the use of the Account to obtain goods or services.

**Prime Rate** means the highest U.S. Prime Rate in the Money Rates section of The Wall Street Journal on the 25th day of the month, or the next day if that day is not a publication day. If The Wall Street Journal does not publish the U.S. Prime Rate, we may substitute another index.

**we**, **us**, **our**, and **Credit One Bank** refer to Credit One Bank, N.A., the issuer of your Card.

**you**, and **your** refer to each person who has applied for the Account and where appropriate, the Authorized User.

## ***Features and Use of Your Account***

**Using Your Card:** You may make Purchases wherever the Card is accepted. You may use the Account to obtain Cash Advances, but you may not make more than two Cash Advance transactions per day which may not exceed the lower of your available credit for cash or $200. You may use the Account for only personal, family, or household purposes, and if your Account is used for any other purpose you are still responsible for such use. You may not use the Account for business or commercial purposes. The Account may not be used for online or internet gambling or illegal purposes.

**Your Credit Limit:** We will tell you your credit limit. Keep your Account balance below your credit limit. If you do not, you must still pay us. We may designate part of your credit limit as a Cash Advance limit and part as a Balance Transfer limit. We may change your credit limit(s) at any time, without notice. You may use a portion of your credit limit for Cash Advances and Balance Transfers. Each Purchase, Cash Advance, and Balance Transfer obtained will reduce the amount of available credit under your credit limit until it is repaid. We may delay increasing your available credit by the amount of any payment that we receive for up to 12 calendar days.

**Credit Limit Increase:** To request a credit limit increase contact the Customer Service number on your statement. We may impose a fee for processing the request.

**Credit Authorizations:** We may decline to authorize a transaction for any reason. We will not be liable to you if we decline a transaction or if anyone refuses any use of your Card.

**Automatic Billing:** You may set up automatic billing with a merchant. You authorize us to provide an updated Account number or Card expiration date to any merchant at our discretion. Contact the merchant to stop automatic billing.

**Joint Accounts:** If this is a joint account, each of you is responsible individually and together for all amounts owed. Each of you is responsible even if the Account is used by only one of you. You will continue to be liable for the entire balance of the Account, even if your co-applicant is ordered by a court to pay us. You will remain liable to us if your co-applicant fails to pay as ordered by the court. Your Account status will continue to be reported to the credit reporting agencies under each of your names. The delivery of notices or billing statements to either of you serves as delivery to each of you. We may rely on instructions given by either of you. We are not liable to either of you for relying upon such instructions.

**Electronic Access:** Applications (apps) on electronic devices (such as mobile wallets) can store your Card and can be used to get credit under this Agreement. Such transactions are covered by this Agreement. Apps may have separate terms of use. We are not responsible if you violate those terms or for any consequences from violating those terms.

**Additional Cardholder:** At your request, we may, at our discretion, issue, in the name of another person, an additional Card on your Account. That person is an Additional Cardholder, as well as an Authorized User. An Additional Cardholder has access to certain Account information including balance, available credit and payment information. If you advise us that the Additional Cardholder is your spouse, information regarding the Account will be provided to consumer reporting agencies in your name as well as in the name of the Additional Cardholder. By requesting that we add an Additional Cardholder to your Account, you represent that you (1) have the consent of the Additional Cardholder to be added to the Account, (2) have provided a copy of this Agreement to the Additional Cardholder, and (3) if the Additional Cardholder is your spouse, you have told the Additional Cardholder that Credit One Bank will furnish credit information about them to the credit reporting agencies in connection with the Account. The Additional Cardholder may report the Card lost or stolen and may remove him or herself from the Account.

## ***Interest Rates and Interest Changes***

**Annual Percentage Rates (APRs):** See the Pricing Summary for your APRs. The APR for Balance Transfers will be the same as the APR for standard Purchases, unless a promotional rate applies.

**Variable Rates:** Your Pricing Summary indicates whether you have any variable APRs. Variable APRs are determined by adding to the Prime Rate the number of percentage points ("margin") specified in the Pricing Summary. Variable APRs will increase or decrease when the Prime Rate changes. The APR change will take effect beginning with billing cycles that end on or after the first day of the month after the month in which the Prime Rate changes. An increase in the APR will increase your interest charges and may increase your Minimum Payment Due.

**Average Daily Balance Method (including new transactions):** We calculate interest each billing cycle by first figuring the "average daily balance" for each type of balance. Standard Purchases, standard Cash Advances, standard Balance Transfers, and each promotional offer, are all types of balances.

For each type of balance, for each billing cycle, we start with the balance on the last day of your previous billing cycle. We subtract any unpaid interest. This is the beginning balance each day. Each day of the billing cycle we subtract any new payments and credits applied to that type of balance. We add any new transactions and fees for that type of balance. We add Purchases, Cash Advances, and Balance Transfers on the post date. We add transaction fees on promotional rate and non-promotional rate Balance Transfers to the same type of balance as the transaction. We add all other fees to the standard Purchase balance. This gives us the daily balance for that type of balance, except that if the daily balance is negative, we treat it as zero. We then add up all of the daily balances and divide by the number of days in the billing cycle. This gives us the "average daily balance" for that type of balance. We multiply the average daily balance by the applicable monthly periodic rate (the APR divided by 12). This gives us the interest charged for that type of balance for that billing cycle. This interest is included in the Account balance on the last day of the billing cycle. The results for all types of balances are then added together to determine the total interest charged that billing cycle.

**When Interest Begins:** We begin to impose interest on a transaction or fee from the day we add it to the daily balance. We continue to impose interest 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 billing statement by the Payment Due Date shown on that billing statement, we will not impose interest on new Purchases paid by the Payment Due Date on your current billing statement. The Payment Due Date will be at least 24 days after the close of the billing cycle. If you have been paying your Account balance in full and thereby avoiding interest on Purchases, but then do not pay the next New Statement Balance in full by the Payment Due Date, in that billing cycle we will start charging interest on the unpaid portion of your balance.

## ***Fees***

See the Pricing Summary for additional Fee information.

**Annual Fee:** If your Account is subject to an Annual Fee, the amount and when it is billed is shown on the Pricing Summary. The Annual Fee is billed to the Account until the Account is closed and the outstanding balance is paid in full. The Annual Fee is refundable as long as you cancel your Account and have not used your card for any Purchases, Cash Advances, or Balance Transfers and you have not made a payment.

**Credit Limit Increase Fee:** If a fee is imposed for processing a Credit Limit increase request, we will tell you the amount of the fee at the time of your request and before you agree to it.

**Foreign Transaction Fee:** We add this fee, unless "None" is stated in the Pricing Summary table, for each purchase made outside the U.S. (A purchase is made outside the U.S. unless it is made with a U.S. merchant, processed completely in the U.S., and in U.S. dollars.) The fee is a percentage of the U.S. dollar amount of the purchase. American Express charges a foreign currency conversion fee of 1% of the amount of the transaction in U.S. dollars. This fee is included as part of the Foreign Transaction Fee listed in the Pricing Summary.

**Optional Express Payment Service Fee:** If a representative of ours helps expedite your payment, we may impose an Express Payment fee. You will be informed of the amount of the fee before you complete the transaction.

**Duplicate Statement Fee:** If you request a duplicate copy of a monthly statement, for any purpose other than to assert a billing error, you will be charged a fee of up to $10 for each statement copy requested.

**Sales Slip Request Fee:** If you request a copy of a sales slip, for any purpose other than to resolve a dispute about the charges on your Account, you will be charged a fee of $6 for each sales slip copy requested.

**Replacement Card Fee:** If you request a replacement card, a Replacement Card Fee of up to $25 may be charged to your Account.

## ***Payments***

**Minimum Payment Due:** See the Pricing Summary for the minimum payment requirements.

**Small Balances:** As it is uneconomical for both you and us to process payments or maintain credits that are $1 or less in amount, you agree as follows: (1) In any billing cycle in which you have had no transactions and your New Balance on the billing date is $1 or less, the balance will be rounded to

zero and you will not receive a bill for this amount. (2) In the event that you have a credit balance of $1 or less for two consecutive billing cycles, the balance will be rounded to zero and you will not receive a refund of this amount.

**Payment Instructions:** You must pay us in U.S. dollars, in funds on deposit in the U.S. 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.

**Irregular Payments:** Any payment submitted in offer of settlement of a disputed debt, including any item containing a notation such as "paid in full," and any other item with a restrictive endorsement, must be sent to: Credit One Bank, P.O. Box 95516, Las Vegas, NV 89193-5516. We can accept late payments, partial payments, and checks or other items with restrictive endorsements at any other address without losing any of our rights under this Agreement.

**Postdated Checks:** You agree that we need not examine any payment check to confirm that it is not postdated and that we may deposit any postdated check on the day we receive it.

**Payment Allocation:** We apply payments up to the Minimum Payment Due and credits at our discretion, which may result in balances at lower APRs being paid first and higher interest charges. Payments over the Minimum Payment Due will be applied to balances with higher APRs first.

## ***Collecting, Sharing, and Updating Information***

**Customer Privacy:** We send you our Privacy Policy when you open your Account and thereafter in accordance with applicable law. 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. You accept the terms of our Privacy Policy when you use the Account. Contact us or visit CreditOne.com if you would like a copy.

**Information About You:** You authorize us to obtain and/or use information about you from third parties and credit reporting agencies to: (1) verify your identity and/or conduct investigative inquiries; (2) determine your income and credit eligibility; (3) review your Account and provide renewal of credit; (4) verify your current credit standing in order to present future credit limit increases or decreases; (5) qualify you for and present additional lines of credit or other offers; and (6) collect amounts owing on your Account. Upon request, we will tell you the name and address of any credit reporting agency that provided us with information concerning you.

**Furnishing Information:** We may furnish information concerning your Account or credit file to consumer reporting agencies and others who may properly receive that information. If you believe that information we furnished is inaccurate or incomplete, please write us at Credit One Bank, P. O. Box 98873, Las Vegas, NV 89193-8873. Please include your name, address, home phone number and Account number.

**Telephone Calls, Text Messages and Emails Regarding Your Account:** You are providing express written permission and consent authorizing Credit One Bank and our agents, servicers, contractors, subsidiaries, affiliates, officers, and other partners and employees to contact you at any phone number (including mobile, cellular/wireless, or similar devices) or email address you provide at any time, for any lawful purpose. The ways in which we may contact you include live operator, dialing system, automatic telephone dialing systems (auto-dialer), prerecorded and artificial voice message, text/SMS message or email. Phone numbers and email addresses you provide include those you give to us, those from which you, or someone acting on your behalf, contact us or which we obtain through other means. If you provide a phone number for which you are not the owner, you confirm you are authorized to provide that number. Such lawful purposes include, but are not limited to: obtaining information; activation of the card for verification and identification purposes; account transactions or servicing related matters; suspected fraud or identity theft; collection on the Account; and providing information about special products and services. You agree to pay any fee(s) or charge(s) that you may incur for incoming communications from us or outgoing communications to us, to or from any such number or email address, without reimbursement from us.

**Communication Revocation:** You may revoke your authorization for most communications. However, you cannot revoke authorization for fraud related communications or legally required communications. To change your communication preferences or to revoke consent you must write us. Please:

- include your name, mailing address, and the last four digits of your Account number;
- specify whether you are changing your preferences regarding mail, telephone calls, emails, and/or text or SMS messages;
- provide the specific phone number(s) and/or email address for which you are requesting communications to cease;
- send this written notice to: Credit One Bank, P.O. Box 98873, Las Vegas, NV 89193-8873.

Certain communication preferences can be changed on-line. Please log in to your Account to see if that option is available.

**Telephone Monitoring:** You agree that we (and our servicers, agents and contractors) may monitor and record any calls between you and us.

**Updating Your Phone Number:** Notify us immediately if you change mobile or cell phone numbers or plan to give your phone to someone else. It is your responsibility to provide us with a true, accurate and complete mobile number and to maintain and update promptly any changes in this information. You can update your mobile number by calling us at the phone number on the back of your Card.

**Indemnification:** If you provide telephone number(s) for which you are not the subscriber, or fail to notify us when you cease to be the subscriber for a telephone number you previously gave us, you agree to indemnify us, our subsidiaries, affiliates, officers, agents, servicers, contractors, and other partners and employees for any costs and expenses, including reasonable attorneys' fees, incurred as a result of us contacting or attempting to contact you at the number(s). Your obligation under this paragraph shall survive termination of the Agreement.

## ***Account Closure***

**Default:** You are in default under this Agreement if (1) bankruptcy or another insolvency proceeding is filed by or against you; (2) we reasonably believe you are unable or unwilling to repay us; (3) you die or are legally incompetent or incapacitated; (4) you fail to comply with the terms of this Agreement, including failing to make a required payment when due, exceeding your credit limit or using your Card or Account for an illegal transaction; (5) you give us misleading, false, incomplete or incorrect information or fail to give us any information we deem necessary; or (6) if you no longer permanently reside in the United States or its territories. If you are in default, we may declare the entire Account balance immediately due and payable without advance 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.

**Closing Your Account:** You may close your Account at any time. You will remain responsible for any amount you owe us under this Agreement. Any joint Cardholder may cancel a joint Account. However, both of you will remain responsible for paying all amounts owed. If your Account is subject to an Annual Fee, the fee will continue to be charged until you pay your outstanding balance in full.

We may cancel, suspend or not renew your Card, Account, or access to the credit line at any time and for any reason without notice. If your Account is closed by us, the Annual Fee will continue to be charged until you pay your outstanding balance in full.

However, when your Account is closed, if there is: (1) a debit balance of $1 or less, that balance will be rounded to zero and you will not be required to pay this amount; or (2) a credit balance of $1 or less, that balance will be rounded to zero and this amount will not be refunded to you. The rounding to zero may occur after your closing statement cycles, and you may not receive a statement reflecting the rounding.

## ***Arbitration Agreement***

**PLEASE READ CAREFULLY—IMPORTANT—AFFECTS YOUR LEGAL RIGHTS**

This agreement to arbitrate provides that you or we can require controversies or disputes between us to be resolved by BINDING ARBITRATION. You have the right to REJECT this agreement to arbitrate by using the procedure explained below.

If you do not reject this agreement to arbitrate, you GIVE UP YOUR RIGHT TO GO TO COURT and controversies or disputes between us will be resolved by a NEUTRAL ARBITRATOR INSTEAD OF A JUDGE OR JURY, using rules that are simpler and more limited than in a court. Arbitrator decisions are subject to VERY LIMITED REVIEW BY A COURT. Arbitration will proceed INDIVIDUALLY— CLASS ACTIONS AND SIMILAR PROCEDURES WILL NOT BE AVAILABLE TO YOU.

**Agreement to Arbitrate:** You and we agree that either you or we may, without the other's consent, require that controversies or disputes between you and us (all of which are called "Claims"), be submitted to mandatory, binding arbitration. This agreement to arbitrate is made pursuant to a transaction involving interstate commerce, and shall be governed by, and enforceable under, the Federal Arbitration Act (the "FAA"), 9 U.S.C. §1 et seq., and (to the extent State law is applicable), the laws of the State of Nevada.

For purposes of this agreement to arbitrate, "you" includes you, any co-applicant, any Authorized User (including Additional Cardholders), or anyone else connected with you or claiming through you; and "we" or "us" includes Credit One Bank, N.A., all of its parents, subsidiaries, affiliates, successors, predecessors, employees, and related persons or entities, and all third parties who are regarded as agents or representatives of us in connection with the subject matter of the claim or dispute at issue.

**Covered Claims:** Claims subject to arbitration include, but are not limited to, any controversies or disputes arising from or relating in any way to your Account; any transactions involving your Account; any disclosures made to you concerning your Account; any interest, charges, or fees assessed on your Account; any service(s) or programs related to your Account; and, if permitted by the rules of the arbitration forum, any collection of debt related

to your Account. Claims also include controversies or disputes arising from or relating in any way to advertising, solicitations, or any application for, approval of, or establishment of your Account. Claims subject to arbitration include any controversies or disputes based on any theory of law, whether contract, tort, statute, regulation, common law, or equity, or whether they seek legal or equitable remedies. All Claims are subject to arbitration whether they arose in the past, may currently exist, or may arise in the future. Arbitration will apply even if your Account is closed, you pay us in full any outstanding debt you owe, or you file for bankruptcy. Also, controversies or disputes about the validity, enforceability, coverage, meaning, or scope of this agreement to arbitrate or any part thereof are subject to arbitration and are for the arbitrator to decide. Any questions about what Claims are subject to arbitration shall be resolved by interpreting this agreement to arbitrate in the broadest way the law will allow it to be enforced.

**Claims Not Covered:** Claims (whether brought initially or by counter or cross-claim) are not subject to arbitration if they are filed by you or us in a small claims court, so long as the case remains in such court and only individual claims for relief are advanced in the case.

**No Class Arbitration or Consolidation or Joinder of Parties:** Class actions and other similar procedures in which individuals seek to represent similarly situated individuals or seek relief on behalf of the general public, and consolidation or joinder of Claims (except for claimants on the same account), are NOT available under this agreement to arbitrate. Claims in arbitration will proceed on an INDIVIDUAL basis only:

> UNLESS YOU REJECT THIS AGREEMENT TO ARBITRATE, YOU AND WE WAIVE THE RIGHT TO ASSERT OR PARTICIPATE IN A CLASS ACTION OR ANY REPRESENTATIVE OR CONSOLIDATED PROCEEDING IN COURT OR IN ARBITRATION.

The arbitrator shall have no authority to entertain any Claim as a class action or private attorney general action or on any other similar representative basis, nor shall the arbitrator have any authority to consolidate or join Claims brought by separate claimants (except for claimants on the same account). This also means that the arbitrator 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.†

†**Notice to California Account Holders:** This agreement to arbitrate shall not be construed to prevent you from seeking in the arbitration the remedy of public injunctive relief if (a) you reside in California, (b) you resided in California at the time you entered into this agreement to arbitrate, or (iii) the billing address for your Account is a California address (hereafter, "California Account Holder").

**Initiation of Arbitration:** The arbitration shall be administered by the American Arbitration Association ("AAA") before a single arbitrator under the AAA's Consumer Arbitration Rules, or by a mutually agreeable administrator, before a single arbitrator, as modified by this arbitration provision. Information about the arbitration process for AAA can be obtained from the AAA at www.adr.org. The arbitrator shall be selected from the AAA (or mutually agreeable administrator) panel of neutrals then active on the roster maintained by the AAA (or mutually agreeable administrator) office located in the city of or nearest to your billing address and, unless otherwise mutually agreed, the arbitrator shall be a retired federal judge, a retired state appellate judge, a retired state trial judge, or a lawyer with at least 15 years of experience in that order of preference.

In the event that the AAA or mutually agreeable administrator is unable or unwilling 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).

**Arbitration Procedures and Applicable Law; Offer of Settlement:** Unlike a lawsuit in state or federal court, arbitration is conducted by a private organization that specializes in alternative dispute resolution. Disputes in arbitration are decided by a neutral arbitrator instead of a judge or jury. You may represent yourself in arbitration, or you may be represented by a lawyer.

Under this agreement to arbitrate, a single arbitrator designated by the arbitration administrator will decide the Claim under applicable law. The arbitrator is bound by the terms of this agreement to arbitrate. The AAA or mutually agreeable administrator will apply its code of procedures in effect at the time the arbitration claim is filed. If there is a conflict between that code of procedures and this arbitration provision and/or any sections of this Card Agreement, this arbitration provision and/or this Card Agreement will control. The arbitrator will honor all claims of privilege recognized by law. Subject to the prohibition on class, representative, and consolidation procedures set forth above, the arbitrator will have the power to award to a party any damages or other relief (including relief in equity) provided for under applicable law. That is, a party will be entitled to recover in arbitration any damages or other relief that it could recover if it prevailed in a court proceeding. An arbitrator's award shall consist of a written statement setting forth the disposition of each Claim. At the request of any party, the arbitrator shall also set forth a written explanation of the essential findings and conclusions on which the award is based. An arbitration award shall decide the rights and obligations only of the parties named in the arbitration, and shall not have any bearing on another person or dispute.

If your Claim is for $10,000 or less, you may choose whether the arbitration will be conducted solely on the basis of documents, in a telephonic hearing, or in an in-person hearing.

Any in-person hearing will take place in the federal judicial district that includes your billing address at the time the Claim is filed, unless the parties agree to a different place.

**The Arbitrator's Decision:** The arbitrator's decision will be final and binding on the parties. A party can file a written appeal to the arbitration administrator within thirty (30) days after an award is issued. The appeal will proceed before a panel of three neutral arbitrators designated by the same arbitration administrator. The panel will decide anew all factual and legal issues, following the same rules of procedure, by majority vote any aspect of the original decision objected to. The costs of such an appeal will be borne in accordance with the below paragraph entitled "Fees and Costs". Any review by a court shall be governed by the Federal Arbitration Act. Any final arbitration award will be binding on the named parties and enforceable by any court having jurisdiction.

**Fees and Costs:** We will pay any costs that are required to be paid by us under the arbitration administrator's rules of procedure. If you file the arbitration, you will pay your share of the initial filing fee, unless you seek and qualify for a fee waiver under the applicable rules of the arbitration administrator. The party filing an appeal shall be responsible for all filing fees and costs of the appeal unless prohibited by administrator's rules of procedure. All parties are responsible for their own attorney's fees, expert fees and any other expenses, unless the arbitrator awards such fees or expenses to you or us if allowed by applicable law.

**Other Parties Subject to this Agreement to Arbitrate:** In addition to you and us, the rights and duties described in this agreement to arbitrate apply to: any third party co-defendant of a claim subject to this arbitration provision; all joint account holders, Additional Cardholders, and Authorized Users of your Account(s).

**How to REJECT this Agreement to Arbitrate:** You can reject this agreement to arbitrate but only if we receive from you a written notice of rejection within 45 days after it was first provided to you. To reject this agreement to arbitrate you must send the notice of rejection to: Credit One Bank, Attention: Arbitration Opt Out, P. O. Box 98873, Las Vegas, NV 89193-8873. Rejection notices sent to any other address will not be accepted or effective. If you decide to reject this agreement to arbitrate in writing, your notice must state that you reject this agreement to arbitrate and include your name, address, account number, and personal signature. Rejection of arbitration will not affect your other rights or responsibilities under this Card Agreement.

**Survival, Severability, and Amendment of Terms:**
*Survival.* This agreement to arbitrate shall survive changes in the Agreement and termination of the Account or the relationship between you and us, including the bankruptcy of any party and any transfer or sale of your Account, or amounts owed on your Account, to another person or entity.
*Severability.* If any part or parts of your agreement to arbitrate are declared unenforceable, then such specific part or parts shall be of no force or effect and shall be severed, but the remainder of this agreement to arbitrate shall continue in full force and effect. If, however, the entire agreement to arbitrate or your waiver of the right to bring or participate in a class or representative action or in consolidation procedures is unenforceable, then the agreement to arbitrate shall be of no force or effect. Notwithstanding the preceding sentence, with respect to California Account Holders, if arbitration is unenforceable, in whole or in part, you and we agree to resolve any Claim by a judicial reference proceeding as described above.
*Amendment in Writing Only.* This agreement to arbitrate may not be amended, severed, or waived, except as expressly provided in the Agreement or in a written agreement between you and us.

## *Other Information*

**Transactions in Foreign Currencies:** If you make a transaction at a merchant that settles in a currency other than U.S. dollars, American Express will convert that charge into a U.S. Dollar amount. That conversion will be done at a rate selected by American Express from the range of rates available in wholesale currency markets for the applicable central processing date, which rate may vary from the rate American Express itself receives, or the government-mandated rate in effect for the applicable central processing date. The currency conversion rate used on the processing date may differ from the rate that would have been used on the purchase date or on the date the transaction is posted to your Account. You agree to pay the converted amount, including any charges for the conversion that may be imposed as described above.

**Changes to Your Agreement:** The rates, fees and terms of this Agreement may change and we may add or delete any term to this Agreement, consistent with applicable law. We will give you advance written notice of these changes and a right to reject the change, if required by law.

**Unauthorized Use:** Notify us immediately if your Card is lost or stolen or you suspect that someone is using your Card or Account without your permission.

**Assignment:** We may assign any or all of our rights and obligations under this Agreement. You may not assign any of your rights or obligations under this Agreement.

**No Waiver:** We will not lose our rights under this Agreement because we delay or do not enforce them.

**Governing Law:** This Agreement is governed by and interpreted in accordance with the laws applicable to national banks, and, where no such laws apply, by the laws of the State of Nevada, excluding the conflicts of law provisions thereof, regardless of your state of residence.

**Conformance with Law; Severability:** If any part of this Agreement conflicts with applicable law, that provision will be considered modified to conform to applicable law. If any part of this Agreement is invalid, the rest shall remain in effect, except as otherwise noted in the Arbitration Provision.

## ***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 the Billing Inquiries address on the statement.

In your letter, give us the following information:

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

You must contact us:

- Within 60 days after the error appeared on your statement.
- At least 3 business days before an automated payment is scheduled, if you want to stop payment on the amount you think is wrong.

You must notify us of any potential errors in writing. You may call us, but if you do we are not required to investigate any potential errors and you may have to pay the amount in question.

**What Will Happen After We Receive Your Letter**

When we receive your letter, we must do two things:

1. Within 30 days of receiving your letter, we must tell you that we received your letter. We will also tell you if we have already corrected the error.
2. Within 90 days of receiving your letter, we must either correct the error or explain to you why we believe the bill is correct.

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

- We cannot try to collect the amount in question, or report you as delinquent on that amount.
- The charge in question may remain on your statement, and we may continue to charge you interest on that amount.
- While you do not have to pay the amount in question, you are responsible for the remainder of your balance.
- We can apply any unpaid amount against your credit limit.

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

*If we made a mistake:* You will not have to pay the amount in question or any interest or other fees related to that amount.

*If we do not believe there was a mistake:* You will have to pay the amount in question, along with applicable interest and fees. We will send you a statement of the amount you owe and the date payment is due. We may then report you as delinquent if you do not pay the amount we think you owe.

If you receive our explanation but still believe your bill is wrong, you must write to us within 10 days telling us that you still refuse to pay. If you do so, we cannot report you as delinquent without also reporting that you are questioning your bill. We must tell you the name of anyone to whom we reported you as delinquent, and we must let those organizations know when the matter has been settled between us.

If we do not follow all of the rules above, you do not have to pay the first $50.00 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 $50.00. (Note: Neither of these are necessary if your purchase was based on an advertisement we mailed to you, or if we own or operate the company that sold you the goods or services.)
2. You must have used your credit card for the purchase. Purchases made with cash advances from an ATM or with a check that accesses your credit card account do not qualify.
3. You must not yet have fully paid for the purchase.

If all of the criteria above are met and you are still dissatisfied with the purchase, contact us in writing at the Billing Inquiries address shown on your statement.

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

## ***Rewards Program Supplement***

This document ("Supplement") describes the terms and conditions of the Credit One Bank Cash Back Rewards Program ("Program") and supplements the Card Agreement that governs your credit card account issued by Credit One Bank, N.A. (the "Account"). By using the Account, you agree to participate in the Program. Your participation is subject to the terms of the Card Agreement, including the arbitration agreement, if applicable, and this Supplement. In the event of a conflict between the Card Agreement and this Supplement, with respect to matters relating to the Program, this Supplement controls.

**Earning Cash Back Rewards**: You earn cash back rewards in the form of an automatic statement credit equal to 1% of Net Eligible Purchases (as defined below) made with your Account. You do not earn cash back rewards on Cash Advances, Balance Transfers, interest, fees, and other charges. We will post a statement credit to your Account within thirty-seven days after the end of the month based on the Net Eligible Purchases posted to your Account from the first day to the last day of the current month. If your Account is in default, as defined in your Card Agreement, at the time the credit is to be posted, you WILL NOT receive the credit. Cash back rewards have no cash value.

**Merchant Categories**: Merchants who accept credit cards are assigned a merchant code, which is determined by the merchant or its processor in accordance with the applicable credit card network's procedures based on the kinds of products and services they primarily sell. We have no control over merchant codes. Please note:

- We make every effort to include all relevant merchant codes in our cash back rewards categories. However, even though a merchant or some of the items that it sells may appear to fit within a cash back rewards category, the merchant may not have a merchant code in that category or may not use an eligible merchant code. When this occurs, Purchases with that merchant won't qualify for cash back rewards.
- A merchant with more than one location may submit Purchases using different codes, including codes that are not eligible under this Program. This means that Purchases from the same merchant at a different location may result in no cash back rewards. Purchases made without an eligible code WILL NOT qualify for cash back rewards.
- Purchases submitted by you, an authorized user, or the merchant through third-party payment accounts, mobile or wireless card readers, online or mobile digital wallets, or similar technology will not qualify in a cash back rewards category if the technology is not set up to process the purchase in that cash back rewards category.

**Eligible Purchases**: Eligible Purchases are Purchases from merchants in the following categories:

- gasoline (Service Stations, Automated Fuel Dispensers, Petroleum and Petroleum Products, Marinas and Marine Services),
- grocery (Grocery Stores and Supermarkets, Freezer and Meat Provisioners, Miscellaneous Food Stores – Convenience Stores and Specialty Markets. Grocery Purchases do not include Purchases at superstores, at stores that sell groceries and other products like drugstores; or at smaller stores like bakeries, candy, nut or confection stores),
- mobile phone service (Telecommunication Equipment and Telephone Sales, Telecommunication Services, including Local and Long-Distance Calls, Credit Card Calls, Calls Through Use of Magnetic-Stripe-Reading Telephones, and Fax Services), and
- internet, cable and satellite TV subscription services (Cable, Satellite and Other Pay Television/Radio/Streaming Services, Computer Network/Information Services).

**Purchases That Are Not Eligible:** Purchases from the following types of merchants are not eligible for cash back rewards:

- oil, propane, home heating companies,
- PayPal,
- warehouse clubs (including but not limited to Sam's Club, Costco, and BJ's), and
- discount supercenters (including but not limited to Walmart® and Target®).

**Net Eligible Purchases**: Net Eligible Purchases are Eligible Purchases minus any returns, disputed charges, unauthorized charges, illegal or fraudulent charges or other credits for such Purchases.

**Program Restrictions**: You will receive an automatic cash back rewards credit on each statement that has at least one Net Eligible Purchase. Automatic statement credits for cash back rewards will reduce the balance on your Account but will not count as payments. You will still be required to pay at least the Minimum Payment Due as shown on your billing statement each month. You WILL NOT earn cash back rewards for Purchases made while your Account is in default as defined within your Card Agreement. This Program excludes Accounts already enrolled in a different Credit One Bank cash back or other rewards program.

**Changes:** The Program may be changed (added to, modified or deleted) by us at any time, including without limitation changes to the definition of eligible or non-eligible purchases. We will give you prior notice to the extent required by law. Any revisions may affect your ability to earn cash back rewards.

**Termination**: We may suspend or terminate the Program or your participation in the Program at any time without prior notice. In such event, we will evaluate your Account for any eligible cash back rewards as of the Program termination date. Provided that you meet all of the other Program Restrictions listed above at that time, you will receive a distribution of the cash back rewards earned during the current billing period in the form of a statement credit.

**Limited Liability**: Unless otherwise required by law, this Program, or our Card Agreement with you, we will not be liable to you or anyone making a claim on your behalf, in connection with: (1) any change or termination of the Program; (2) any loss, damage, expense or inconvenience caused by any occurrence outside of our control; (3) any taxes that you incur as a result of receiving cash back rewards, payment of which taxes will be your responsibility; (4) any merchandise or services you purchase, or for any direct, indirect or consequential damages with respect to the use of your Account. In any event, any liability that Credit One may have to you in connection with the Program shall be limited to the amount of any cash back rewards you have earned in this Program. The Program and cash back rewards are void or limited where prohibited or restricted, respectively, by federal, state or local law.

American Express is a federally registered service mark of American Express. This credit card program is issued and administered by Credit One Bank, N.A., pursuant to a license from American Express.

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# *CARD AGREEMENT*

**D494**

## ***Pricing Summary***

| Interest Rates and Interest Charges | |
|---|---|
| **ANNUAL PERCENTAGE RATE (APR) for Purchases** | **29.74%**<br>This APR will vary with the market based on the Prime Rate. |
| **ANNUAL PERCENTAGE RATE (APR) for Balance Transfers** | **29.74%**<br>This APR will vary with the market based on the Prime Rate. |
| **ANNUAL PERCENTAGE RATE (APR) for Cash Advances** | **31.74%**<br>This APR will vary with the market based on the Prime Rate. |
| **Paying Interest** | Your due date is at least 24 days after the close of each billing cycle. We will not charge you any interest on Purchases if you pay your entire balance by the due date each month. We will begin charging interest on Cash Advances and Balance Transfers from the posting date. |
| **Minimum Interest Charge** | If you are charged interest, the charge will be no less than $1.00. |
| **For Credit Card Tips from the Consumer Financial Protection Bureau** | **To learn more about factors to consider when applying for or using a credit card, visit the website of the Consumer Financial Protection Bureau at http:// www.consumerfinance.gov/learnmore.** |
| **Fees** | |
| **Annual Fee** | **$75** for the first year. After that **$99** annually (billed at $8.25 per month). |
| **Transaction Fees**<br>• Cash Advance<br>• Balance Transfer<br>• Foreign Transaction | <br>Either **$5** or **8%** of the amount of each Cash Advance, whichever is greater.<br>Either **$5** or **8%** of the amount of each Balance Transfer, whichever is greater.<br>Either **$1** or **3%** of the amount of each purchase in U.S. dollars, whichever is greater. |
| **Penalty Fees**<br>• Late Payment<br>• Returned Payment | <br>Up to **$39***<br>Up to **$39**** |

**How We Will Calculate Your Balance:** We use a method called "average daily balance (including new Purchases)." See your Card Agreement for more details.

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

***Late Payment Fee:** We will charge the maximum safe harbor amount, which is set annually in accordance with 12 C.F.R. 1026.52(b)(1)(ii)(D). Currently the fee is $29, unless you incurred a Late Payment Fee during the prior six billing cycles. If you did, the fee is currently $39. This fee will not exceed the related Minimum Payment that was due. We charge a Late Payment Fee to your Account if at least the Amount Due This Period (less any Late Payment Fee for the current billing cycle) plus any Past Due Amount is not received by 5:00 p.m. PT on the Payment Due Date shown on your statement.

****Returned Payment Fee:** We will charge the maximum safe harbor amount, which is set annually in accordance with 12 C.F.R. 1026.52(b)(1)(ii)(D). If a payment is not honored upon first presentment, even if the payment is later honored, a Returned Payment Fee will be charged to your Account. Currently, the fee is $29, unless you incurred a Returned Payment Fee in the prior six billing cycles. If you did, the fee is currently $39. This fee will not exceed the related Minimum Payment that was due.

**Additional Rate Information:** The Purchase and Balance Transfer APR equals the Prime Rate plus a margin of 22.99%. This corresponds to a monthly periodic rate of 2.47833%. The Cash Advance APR equals the Prime Rate plus a margin of 24.99%. This corresponds to a monthly periodic rate of 2.64500%.

**Minimum Payments:** 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 the sum of:

- 5% of your outstanding balance, rounded up to the next whole dollar, or $30, whichever is greater;
- any Late Payment Fee for the current billing cycle;
- and any Past Due Amount (excluding any past due Late Payment Fees).

## ***The Agreement***

This Agreement, together with the Pricing Summary, is your contract with us.

**Accepting this Agreement:** You accept this Agreement when you use the Account. You may still reject this Agreement if you have not yet used the Card, used the Account, or paid a fee after receiving a billing statement. To reject the Agreement, call us at 866-515-5721 or write us at Bank Card Center, P.O. Box 95516, Las Vegas, NV 89193-5516. If you reject the Agreement, you are not responsible for any fees or charges.

**Arbitration:** This Agreement includes an Arbitration Provision with class action and jury trial waivers. You can reject the Arbitration Provision. See "How to REJECT this agreement to arbitrate" in the Arbitration section. If you do not, it will be part of this Agreement.

**Promise to Pay:** You agree to pay us for all amounts due on your Account, including credit for Purchases, Balance Transfers, and Cash Advances, as well as interest charges and fees. This includes charges made by Additional Cardholders and other Authorized Users.

## ***Definitions***

**Account** means the Credit One Bank card account under this Agreement.

**Authorized User** means any person you allow to use your Account or Card, including Additional Cardholders. If the Authorized User has been issued a Card and you want to terminate the Authorized User, you must notify us by telephone or in writing.

**Balance Transfer** means a transaction we designate that allows you to use your Account to pay another creditor or yourself. Balance Transfers cannot be used to pay us or our affiliates. A Balance Transfer will be subject to the terms of the Balance Transfer offer and this Agreement.

**Card** refers to one or more cards or access devices, including your Account number, that we give you or someone else with your authorization to get credit under this Agreement.

**Cardholder** refers to each person with a card issued in their name.

**Cash Advance** means the use of your Account to obtain funds at a financial institution or the use of a Convenience Check.

**Convenience Check** means a check we issue to you to take a Cash Advance. You may not use these checks to pay us or our affiliates.

**Purchase** means the use of the Account to obtain goods or services.

**Prime Rate** means the highest U.S. Prime Rate in the Money Rates section of The Wall Street Journal on the 25th day of the month, or the next day if that day is not a publication day. If The Wall Street Journal does not publish the U.S. Prime Rate, we may substitute another index.

**we**, **us**, **our**, and **Credit One Bank** refer to Credit One Bank, N.A., the issuer of your Card.

**you**, and **your** refer to each person who has applied for the Account and where appropriate, the Authorized User.

## ***Features and Use of Your Account***

**Using Your Card:** You may make Purchases wherever the Card is accepted. You may use the Account to obtain Cash Advances, but you may not make more than two Cash Advance transactions per day which may not exceed the lower of your available credit for cash or $200. You may use the Account for only personal, family, or household purposes, and if your Account is used for any other purpose you are still responsible for such use. You may not use the Account for business or commercial purposes. The Account may not be used for online or internet gambling or illegal purposes.

**Your Credit Limit:** We will tell you your credit limit. Keep your Account balance below your credit limit. If you do not, you must still pay us. We may designate part of your credit limit as a Cash Advance limit and part as a Balance Transfer limit. We may change your credit limit(s) at any time, without notice. You may use a portion of your credit limit for Cash Advances and Balance Transfers. Each Purchase, Cash Advance, and Balance Transfer obtained will reduce the amount of available credit under your credit limit until it is repaid. We may delay increasing your available credit by the amount of any payment that we receive for up to 12 calendar days.

**Credit Limit Increase:** To request a credit limit increase contact the Customer Service number on your statement. We may impose a fee for processing the request.

**Credit Authorizations:** We may decline to authorize a transaction for any reason. We will not be liable to you if we decline a transaction or if anyone refuses any use of your Card.

**Automatic Billing:** You may set up automatic billing with a merchant. You authorize us to provide an updated Account number or Card expiration date to any merchant at our discretion. Contact the merchant to stop automatic billing.

**Joint Accounts:** If this is a joint account, each of you is responsible individually and together for all amounts owed. Each of you is responsible even if the Account is used by only one of you. You will continue to be liable for the entire balance of the Account, even if your co-applicant is ordered by a court to pay us. You will remain liable to us if your co-applicant fails to pay as ordered by the court. Your Account status will continue to be reported to the credit reporting agencies under each of your names. The delivery of notices or billing statements to either of you serves as delivery to each of you. We may rely on instructions given by either of you. We are not liable to either of you for relying upon such instructions.

**Electronic Access:** Applications (apps) on electronic devices (such as mobile wallets) can store your Card and can be used to get credit under this Agreement. Such transactions are covered by this Agreement. Apps may have separate terms of use. We are not responsible if you violate those terms or for any consequences from violating those terms.

**Additional Cardholder:** At your request, we may, at our discretion, issue, in the name of another person, an additional Card on your Account. That person is an Additional Cardholder, as well as an Authorized User. An Additional Cardholder has access to certain Account information including balance, available credit and payment information. If you advise us that the Additional Cardholder is your spouse, information regarding the Account will be provided to consumer reporting agencies in your name as well as in the name of the Additional Cardholder. By requesting that we add an Additional Cardholder to your Account, you represent that you (1) have the consent of the Additional Cardholder to be added to the Account, (2) have provided a copy of this Agreement to the Additional Cardholder, and (3) if the Additional Cardholder is your spouse, you have told the Additional Cardholder that Credit One Bank will furnish credit information about them to the credit reporting agencies in connection with the Account. The Additional Cardholder may report the Card lost or stolen and may remove him or herself from the Account.

## ***Interest Rates and Interest Changes***

**Annual Percentage Rates (APRs):** See the Pricing Summary for your APRs. The APR for Balance Transfers will be the same as the APR for standard Purchases, unless a promotional rate applies.

**Variable Rates:** Your Pricing Summary indicates whether you have any variable APRs. Variable APRs are determined by adding to the Prime Rate the number of percentage points ("margin") specified in the Pricing Summary. Variable APRs will increase or decrease when the Prime Rate changes. The APR change will take effect beginning with billing cycles that end on or after the first day of the month after the month in which the Prime Rate changes. An increase in the APR will increase your interest charges and may increase your Minimum Payment Due.

**Average Daily Balance Method (including new transactions):** We calculate interest each billing cycle by first figuring the "average daily balance" for each type of balance. Standard Purchases, standard Cash Advances, standard Balance Transfers, and each promotional offer, are all types of balances.

For each type of balance, for each billing cycle, we start with the balance on the last day of your previous billing cycle. We subtract any unpaid interest. This is the beginning balance each day. Each day of the billing cycle we subtract any new payments and credits applied to that type of balance. We add any new transactions and fees for that type of balance. We add Purchases, Cash Advances, and Balance Transfers on the post date. We add transaction fees on promotional rate and non-promotional rate Balance Transfers to the same type of balance as the transaction. We add all other fees to the standard Purchase balance. This gives us the daily balance for that type of balance, except that if the daily balance is negative, we treat it as zero. We then add up all of the daily balances and divide by the number of days in the billing cycle. This gives us the "average daily balance" for that type of balance. We multiply the average daily balance by the applicable monthly periodic rate (the APR divided by 12). This gives us the interest charged for that type of balance for that billing cycle. This interest is included in the Account balance on the last day of the billing cycle. The results for all types of balances are then added together to determine the total interest charged that billing cycle.

**When Interest Begins:** We begin to impose interest on a transaction or fee from the day we add it to the daily balance. We continue to impose interest 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 billing statement by the Payment Due Date shown on that billing statement, we will not impose interest on new Purchases paid by the Payment Due Date on your current billing statement. The Payment Due Date will be at least 24 days after the close of the billing cycle. If you have been paying your Account balance in full and thereby avoiding interest on Purchases, but then do not pay the next New Statement Balance in full by the Payment Due Date, in that billing cycle we will start charging interest on the unpaid portion of your balance.

## ***Fees***

See the Pricing Summary for additional Fee information.

**Annual Fee:** If your Account is subject to an Annual Fee, the amount and when it is billed is shown on the Pricing Summary. The Annual Fee is billed to the Account until the Account is closed and the outstanding balance is paid in full. The Annual Fee is refundable as long as you cancel your Account and have not used your card for any Purchases, Cash Advances, or Balance Transfers and you have not made a payment.

**Credit Limit Increase Fee:** If a fee is imposed for processing a Credit Limit increase request, we will tell you the amount of the fee at the time of your request and before you agree to it.

**Foreign Transaction Fee:** We add this fee, unless "None" is stated in the Pricing Summary table, for each purchase made outside the U.S. (A purchase is made outside the U.S. unless it is made with a U.S. merchant, processed completely in the U.S., and in U.S. dollars.) The fee is a percentage of the U.S. dollar amount of the purchase. American Express charges a foreign currency conversion fee of 1% of the amount of the transaction in U.S. dollars. This fee is included as part of the Foreign Transaction Fee listed in the Pricing Summary.

**Optional Express Payment Service Fee:** If a representative of ours helps expedite your payment, we may impose an Express Payment fee. You will be informed of the amount of the fee before you complete the transaction.

**Duplicate Statement Fee:** If you request a duplicate copy of a monthly statement, for any purpose other than to assert a billing error, you will be charged a fee of up to $10 for each statement copy requested.

**Sales Slip Request Fee:** If you request a copy of a sales slip, for any purpose other than to resolve a dispute about the charges on your Account, you will be charged a fee of $6 for each sales slip copy requested.

**Replacement Card Fee:** If you request a replacement card, a Replacement Card Fee of up to $25 may be charged to your Account.

## ***Payments***

**Minimum Payment Due:** See the Pricing Summary for the minimum payment requirements.

**Small Balances:** As it is uneconomical for both you and us to process payments or maintain credits that are $1 or less in amount, you agree as follows: (1) In any billing cycle in which you have had no transactions and your New Balance on the billing date is $1 or less, the balance will be rounded to

zero and you will not receive a bill for this amount. (2) In the event that you have a credit balance of $1 or less for two consecutive billing cycles, the balance will be rounded to zero and you will not receive a refund of this amount.

**Payment Instructions:** You must pay us in U.S. dollars, in funds on deposit in the U.S. 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.

**Irregular Payments:** Any payment submitted in offer of settlement of a disputed debt, including any item containing a notation such as "paid in full," and any other item with a restrictive endorsement, must be sent to: Credit One Bank, P.O. Box 95516, Las Vegas, NV 89193-5516. We can accept late payments, partial payments, and checks or other items with restrictive endorsements at any other address without losing any of our rights under this Agreement.

**Postdated Checks:** You agree that we need not examine any payment check to confirm that it is not postdated and that we may deposit any postdated check on the day we receive it.

**Payment Allocation:** We apply payments up to the Minimum Payment Due and credits at our discretion, which may result in balances at lower APRs being paid first and higher interest charges. Payments over the Minimum Payment Due will be applied to balances with higher APRs first.

## ***Collecting, Sharing, and Updating Information***

**Customer Privacy:** We send you our Privacy Policy when you open your Account and thereafter in accordance with applicable law. 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. You accept the terms of our Privacy Policy when you use the Account. Contact us or visit CreditOne.com if you would like a copy.

**Information About You:** You authorize us to obtain and/or use information about you from third parties and credit reporting agencies to: (1) verify your identity and/or conduct investigative inquiries; (2) determine your income and credit eligibility; (3) review your Account and provide renewal of credit; (4) verify your current credit standing in order to present future credit limit increases or decreases; (5) qualify you for and present additional lines of credit or other offers; and (6) collect amounts owing on your Account. Upon request, we will tell you the name and address of any credit reporting agency that provided us with information concerning you.

**Furnishing Information:** We may furnish information concerning your Account or credit file to consumer reporting agencies and others who may properly receive that information. If you believe that information we furnished is inaccurate or incomplete, please write us at Credit One Bank, P. O. Box 98873, Las Vegas, NV 89193-8873. Please include your name, address, home phone number and Account number.

**Telephone Calls, Text Messages and Emails Regarding Your Account:** You are providing express written permission and consent authorizing Credit One Bank and our agents, servicers, contractors, subsidiaries, affiliates, officers, and other partners and employees to contact you at any phone number (including mobile, cellular/wireless, or similar devices) or email address you provide at any time, for any lawful purpose. The ways in which we may contact you include live operator, dialing system, automatic telephone dialing systems (auto-dialer), prerecorded and artificial voice message, text/SMS message or email. Phone numbers and email addresses you provide include those you give to us, those from which you, or someone acting on your behalf, contact us or which we obtain through other means. If you provide a phone number for which you are not the owner, you confirm you are authorized to provide that number. Such lawful purposes include, but are not limited to: obtaining information; activation of the card for verification and identification purposes; account transactions or servicing related matters; suspected fraud or identity theft; collection on the Account; and providing information about special products and services. You agree to pay any fee(s) or charge(s) that you may incur for incoming communications from us or outgoing communications to us, to or from any such number or email address, without reimbursement from us.

**Communication Revocation:** You may revoke your authorization for most communications. However, you cannot revoke authorization for fraud related communications or legally required communications. To change your communication preferences or to revoke consent you must write us. Please:

- include your name, mailing address, and the last four digits of your Account number;
- specify whether you are changing your preferences regarding mail, telephone calls, emails, and/or text or SMS messages;
- provide the specific phone number(s) and/or email address for which you are requesting communications to cease;
- send this written notice to: Credit One Bank, P.O. Box 98873, Las Vegas, NV 89193-8873.

Certain communication preferences can be changed on-line. Please log in to your Account to see if that option is available.

**Telephone Monitoring:** You agree that we (and our servicers, agents and contractors) may monitor and record any calls between you and us.

**Updating Your Phone Number:** Notify us immediately if you change mobile or cell phone numbers or plan to give your phone to someone else. It is your responsibility to provide us with a true, accurate and complete mobile number and to maintain and update promptly any changes in this information. You can update your mobile number by calling us at the phone number on the back of your Card.

**Indemnification:** If you provide telephone number(s) for which you are not the subscriber, or fail to notify us when you cease to be the subscriber for a telephone number you previously gave us, you agree to indemnify us, our subsidiaries, affiliates, officers, agents, servicers, contractors, and other partners and employees for any costs and expenses, including reasonable attorneys' fees, incurred as a result of us contacting or attempting to contact you at the number(s). Your obligation under this paragraph shall survive termination of the Agreement.

## ***Account Closure***

**Default:** You are in default under this Agreement if (1) bankruptcy or another insolvency proceeding is filed by or against you; (2) we reasonably believe you are unable or unwilling to repay us; (3) you die or are legally incompetent or incapacitated; (4) you fail to comply with the terms of this Agreement, including failing to make a required payment when due, exceeding your credit limit or using your Card or Account for an illegal transaction; (5) you give us misleading, false, incomplete or incorrect information or fail to give us any information we deem necessary; or (6) if you no longer permanently reside in the United States or its territories. If you are in default, we may declare the entire Account balance immediately due and payable without advance 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.

**Closing Your Account:** You may close your Account at any time. You will remain responsible for any amount you owe us under this Agreement. Any joint Cardholder may cancel a joint Account. However, both of you will remain responsible for paying all amounts owed. If your Account is subject to an Annual Fee, the fee will continue to be charged until you pay your outstanding balance in full.

We may cancel, suspend or not renew your Card, Account, or access to the credit line at any time and for any reason without notice. If your Account is closed by us, the Annual Fee will continue to be charged until you pay your outstanding balance in full.

However, when your Account is closed, if there is: (1) a debit balance of $1 or less, that balance will be rounded to zero and you will not be required to pay this amount; or (2) a credit balance of $1 or less, that balance will be rounded to zero and this amount will not be refunded to you. The rounding to zero may occur after your closing statement cycles, and you may not receive a statement reflecting the rounding.

## ***Arbitration Agreement***

**PLEASE READ CAREFULLY—IMPORTANT—AFFECTS YOUR LEGAL RIGHTS**

This agreement to arbitrate provides that you or we can require controversies or disputes between us to be resolved by BINDING ARBITRATION. You have the right to REJECT this agreement to arbitrate by using the procedure explained below.

If you do not reject this agreement to arbitrate, you GIVE UP YOUR RIGHT TO GO TO COURT and controversies or disputes between us will be resolved by a NEUTRAL ARBITRATOR INSTEAD OF A JUDGE OR JURY, using rules that are simpler and more limited than in a court. Arbitrator decisions are subject to VERY LIMITED REVIEW BY A COURT. Arbitration will proceed INDIVIDUALLY— CLASS ACTIONS AND SIMILAR PROCEDURES WILL NOT BE AVAILABLE TO YOU.

**Agreement to Arbitrate:** You and we agree that either you or we may, without the other's consent, require that controversies or disputes between you and us (all of which are called "Claims"), be submitted to mandatory, binding arbitration. This agreement to arbitrate is made pursuant to a transaction involving interstate commerce, and shall be governed by, and enforceable under, the Federal Arbitration Act (the "FAA"), 9 U.S.C. §1 et seq., and (to the extent State law is applicable), the laws of the State of Nevada.

For purposes of this agreement to arbitrate, "you" includes you, any co-applicant, any Authorized User (including Additional Cardholders), or anyone else connected with you or claiming through you; and "we" or "us" includes Credit One Bank, N.A., all of its parents, subsidiaries, affiliates, successors, predecessors, employees, and related persons or entities, and all third parties who are regarded as agents or representatives of us in connection with the subject matter of the claim or dispute at issue.

**Covered Claims:** Claims subject to arbitration include, but are not limited to, any controversies or disputes arising from or relating in any way to your Account; any transactions involving your Account; any disclosures made to you concerning your Account; any interest, charges, or fees assessed on your Account; any service(s) or programs related to your Account; and, if permitted by the rules of the arbitration forum, any collection of debt related

to your Account. Claims also include controversies or disputes arising from or relating in any way to advertising, solicitations, or any application for, approval of, or establishment of your Account. Claims subject to arbitration include any controversies or disputes based on any theory of law, whether contract, tort, statute, regulation, common law, or equity, or whether they seek legal or equitable remedies. All Claims are subject to arbitration whether they arose in the past, may currently exist, or may arise in the future. Arbitration will apply even if your Account is closed, you pay us in full any outstanding debt you owe, or you file for bankruptcy. Also, controversies or disputes about the validity, enforceability, coverage, meaning, or scope of this agreement to arbitrate or any part thereof are subject to arbitration and are for the arbitrator to decide. Any questions about what Claims are subject to arbitration shall be resolved by interpreting this agreement to arbitrate in the broadest way the law will allow it to be enforced.

**Claims Not Covered:** Claims (whether brought initially or by counter or cross-claim) are not subject to arbitration if they are filed by you or us in a small claims court, so long as the case remains in such court and only individual claims for relief are advanced in the case.

**No Class Arbitration or Consolidation or Joinder of Parties:** Class actions and other similar procedures in which individuals seek to represent similarly situated individuals or seek relief on behalf of the general public, and consolidation or joinder of Claims (except for claimants on the same account), are NOT available under this agreement to arbitrate. Claims in arbitration will proceed on an INDIVIDUAL basis only:

> UNLESS YOU REJECT THIS AGREEMENT TO ARBITRATE, YOU AND WE WAIVE THE RIGHT TO ASSERT OR PARTICIPATE IN A CLASS ACTION OR ANY REPRESENTATIVE OR CONSOLIDATED PROCEEDING IN COURT OR IN ARBITRATION.

The arbitrator shall have no authority to entertain any Claim as a class action or private attorney general action or on any other similar representative basis, nor shall the arbitrator have any authority to consolidate or join Claims brought by separate claimants (except for claimants on the same account). This also means that the arbitrator 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.†

†**Notice to California Account Holders:** This agreement to arbitrate shall not be construed to prevent you from seeking in the arbitration the remedy of public injunctive relief if (a) you reside in California, (b) you resided in California at the time you entered into this agreement to arbitrate, or (iii) the billing address for your Account is a California address (hereafter, "California Account Holder").

**Initiation of Arbitration:** The arbitration shall be administered by the American Arbitration Association ("AAA") before a single arbitrator under the AAA's Consumer Arbitration Rules, or by a mutually agreeable administrator, before a single arbitrator, as modified by this arbitration provision. Information about the arbitration process for AAA can be obtained from the AAA at www.adr.org. The arbitrator shall be selected from the AAA (or mutually agreeable administrator) panel of neutrals then active on the roster maintained by the AAA (or mutually agreeable administrator) office located in the city of or nearest to your billing address and, unless otherwise mutually agreed, the arbitrator shall be a retired federal judge, a retired state appellate judge, a retired state trial judge, or a lawyer with at least 15 years of experience in that order of preference.

In the event that the AAA or mutually agreeable administrator is unable or unwilling 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).

**Arbitration Procedures and Applicable Law; Offer of Settlement:** Unlike a lawsuit in state or federal court, arbitration is conducted by a private organization that specializes in alternative dispute resolution. Disputes in arbitration are decided by a neutral arbitrator instead of a judge or jury. You may represent yourself in arbitration, or you may be represented by a lawyer.

Under this agreement to arbitrate, a single arbitrator designated by the arbitration administrator will decide the Claim under applicable law. The arbitrator is bound by the terms of this agreement to arbitrate. The AAA or mutually agreeable administrator will apply its code of procedures in effect at the time the arbitration claim is filed. If there is a conflict between that code of procedures and this arbitration provision and/or any sections of this Card Agreement, this arbitration provision and/or this Card Agreement will control. The arbitrator will honor all claims of privilege recognized by law. Subject to the prohibition on class, representative, and consolidation procedures set forth above, the arbitrator will have the power to award to a party any damages or other relief (including relief in equity) provided for under applicable law. That is, a party will be entitled to recover in arbitration any damages or other relief that it could recover if it prevailed in a court proceeding. An arbitrator's award shall consist of a written statement setting forth the disposition of each Claim. At the request of any party, the arbitrator shall also set forth a written explanation of the essential findings and conclusions on which the award is based. An arbitration award shall decide the rights and obligations only of the parties named in the arbitration, and shall not have any bearing on another person or dispute.

If your Claim is for $10,000 or less, you may choose whether the arbitration will be conducted solely on the basis of documents, in a telephonic hearing, or in an in-person hearing.

Any in-person hearing will take place in the federal judicial district that includes your billing address at the time the Claim is filed, unless the parties agree to a different place.

**The Arbitrator's Decision:** The arbitrator's decision will be final and binding on the parties. A party can file a written appeal to the arbitration administrator within thirty (30) days after an award is issued. The appeal will proceed before a panel of three neutral arbitrators designated by the same arbitration administrator. The panel will decide anew all factual and legal issues, following the same rules of procedure, by majority vote any aspect of the original decision objected to. The costs of such an appeal will be borne in accordance with the below paragraph entitled "Fees and Costs". Any review by a court shall be governed by the Federal Arbitration Act. Any final arbitration award will be binding on the named parties and enforceable by any court having jurisdiction.

**Fees and Costs:** We will pay any costs that are required to be paid by us under the arbitration administrator's rules of procedure. If you file the arbitration, you will pay your share of the initial filing fee, unless you seek and qualify for a fee waiver under the applicable rules of the arbitration administrator. The party filing an appeal shall be responsible for all filing fees and costs of the appeal unless prohibited by administrator's rules of procedure. All parties are responsible for their own attorney's fees, expert fees and any other expenses, unless the arbitrator awards such fees or expenses to you or us if allowed by applicable law.

**Other Parties Subject to this Agreement to Arbitrate:** In addition to you and us, the rights and duties described in this agreement to arbitrate apply to: any third party co-defendant of a claim subject to this arbitration provision; all joint account holders, Additional Cardholders, and Authorized Users of your Account(s).

**How to REJECT this Agreement to Arbitrate:** You can reject this agreement to arbitrate but only if we receive from you a written notice of rejection within 45 days after it was first provided to you. To reject this agreement to arbitrate you must send the notice of rejection to: Credit One Bank, Attention: Arbitration Opt Out, P. O. Box 98873, Las Vegas, NV 89193-8873. Rejection notices sent to any other address will not be accepted or effective. If you decide to reject this agreement to arbitrate in writing, your notice must state that you reject this agreement to arbitrate and include your name, address, account number, and personal signature. Rejection of arbitration will not affect your other rights or responsibilities under this Card Agreement.

**Survival, Severability, and Amendment of Terms:**
*Survival.* This agreement to arbitrate shall survive changes in the Agreement and termination of the Account or the relationship between you and us, including the bankruptcy of any party and any transfer or sale of your Account, or amounts owed on your Account, to another person or entity.
*Severability.* If any part or parts of your agreement to arbitrate are declared unenforceable, then such specific part or parts shall be of no force or effect and shall be severed, but the remainder of this agreement to arbitrate shall continue in full force and effect. If, however, the entire agreement to arbitrate or your waiver of the right to bring or participate in a class or representative action or in consolidation procedures is unenforceable, then the agreement to arbitrate shall be of no force or effect. Notwithstanding the preceding sentence, with respect to California Account Holders, if arbitration is unenforceable, in whole or in part, you and we agree to resolve any Claim by a judicial reference proceeding as described above.
*Amendment in Writing Only.* This agreement to arbitrate may not be amended, severed, or waived, except as expressly provided in the Agreement or in a written agreement between you and us.

## *Other Information*

**Transactions in Foreign Currencies:** If you make a transaction at a merchant that settles in a currency other than U.S. dollars, American Express will convert that charge into a U.S. Dollar amount. That conversion will be done at a rate selected by American Express from the range of rates available in wholesale currency markets for the applicable central processing date, which rate may vary from the rate American Express itself receives, or the government-mandated rate in effect for the applicable central processing date. The currency conversion rate used on the processing date may differ from the rate that would have been used on the purchase date or on the date the transaction is posted to your Account. You agree to pay the converted amount, including any charges for the conversion that may be imposed as described above.

**Changes to Your Agreement:** The rates, fees and terms of this Agreement may change and we may add or delete any term to this Agreement, consistent with applicable law. We will give you advance written notice of these changes and a right to reject the change, if required by law.

**Unauthorized Use:** Notify us immediately if your Card is lost or stolen or you suspect that someone is using your Card or Account without your permission.

**Assignment:** We may assign any or all of our rights and obligations under this Agreement. You may not assign any of your rights or obligations under this Agreement.

**No Waiver:** We will not lose our rights under this Agreement because we delay or do not enforce them.

**Governing Law:** This Agreement is governed by and interpreted in accordance with the laws applicable to national banks, and, where no such laws apply, by the laws of the State of Nevada, excluding the conflicts of law provisions thereof, regardless of your state of residence.

**Conformance with Law; Severability:** If any part of this Agreement conflicts with applicable law, that provision will be considered modified to conform to applicable law. If any part of this Agreement is invalid, the rest shall remain in effect, except as otherwise noted in the Arbitration Provision.

## ***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 the Billing Inquiries address on the statement.

In your letter, give us the following information:

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

You must contact us:

- Within 60 days after the error appeared on your statement.
- At least 3 business days before an automated payment is scheduled, if you want to stop payment on the amount you think is wrong.

You must notify us of any potential errors in writing. You may call us, but if you do we are not required to investigate any potential errors and you may have to pay the amount in question.

**What Will Happen After We Receive Your Letter**

When we receive your letter, we must do two things:

1. Within 30 days of receiving your letter, we must tell you that we received your letter. We will also tell you if we have already corrected the error.
2. Within 90 days of receiving your letter, we must either correct the error or explain to you why we believe the bill is correct.

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

- We cannot try to collect the amount in question, or report you as delinquent on that amount.
- The charge in question may remain on your statement, and we may continue to charge you interest on that amount.
- While you do not have to pay the amount in question, you are responsible for the remainder of your balance.
- We can apply any unpaid amount against your credit limit.

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

*If we made a mistake:* You will not have to pay the amount in question or any interest or other fees related to that amount.

*If we do not believe there was a mistake:* You will have to pay the amount in question, along with applicable interest and fees. We will send you a statement of the amount you owe and the date payment is due. We may then report you as delinquent if you do not pay the amount we think you owe.

If you receive our explanation but still believe your bill is wrong, you must write to us within 10 days telling us that you still refuse to pay. If you do so, we cannot report you as delinquent without also reporting that you are questioning your bill. We must tell you the name of anyone to whom we reported you as delinquent, and we must let those organizations know when the matter has been settled between us.

If we do not follow all of the rules above, you do not have to pay the first $50.00 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 $50.00. (Note: Neither of these are necessary if your purchase was based on an advertisement we mailed to you, or if we own or operate the company that sold you the goods or services.)
2. You must have used your credit card for the purchase. Purchases made with cash advances from an ATM or with a check that accesses your credit card account do not qualify.
3. You must not yet have fully paid for the purchase.

If all of the criteria above are met and you are still dissatisfied with the purchase, contact us in writing at the Billing Inquiries address shown on your statement.

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

## ***Rewards Program Supplement***

This document ("Supplement") describes the terms and conditions of the Credit One Bank Cash Back Rewards Program ("Program") and supplements the Card Agreement that governs your credit card account issued by Credit One Bank, N.A. (the "Account"). By using the Account, you agree to participate in the Program. Your participation is subject to the terms of the Card Agreement, including the arbitration agreement, if applicable, and this Supplement. In the event of a conflict between the Card Agreement and this Supplement, with respect to matters relating to the Program, this Supplement controls.

**Earning Cash Back Rewards**: You earn cash back rewards in the form of an automatic statement credit equal to 1% of Net Eligible Purchases (as defined below) made with your Account. You do not earn cash back rewards on Cash Advances, Balance Transfers, interest, fees, and other charges. We will post a statement credit to your Account within thirty-seven days after the end of the month based on the Net Eligible Purchases posted to your Account from the first day to the last day of the current month. If your Account is in default, as defined in your Card Agreement, at the time the credit is to be posted, you WILL NOT receive the credit. Cash back rewards have no cash value.

**Merchant Categories**: Merchants who accept credit cards are assigned a merchant code, which is determined by the merchant or its processor in accordance with the applicable credit card network's procedures based on the kinds of products and services they primarily sell. We have no control over merchant codes. Please note:

- We make every effort to include all relevant merchant codes in our cash back rewards categories. However, even though a merchant or some of the items that it sells may appear to fit within a cash back rewards category, the merchant may not have a merchant code in that category or may not use an eligible merchant code. When this occurs, Purchases with that merchant won't qualify for cash back rewards.
- A merchant with more than one location may submit Purchases using different codes, including codes that are not eligible under this Program. This means that Purchases from the same merchant at a different location may result in no cash back rewards. Purchases made without an eligible code WILL NOT qualify for cash back rewards.
- Purchases submitted by you, an authorized user, or the merchant through third-party payment accounts, mobile or wireless card readers, online or mobile digital wallets, or similar technology will not qualify in a cash back rewards category if the technology is not set up to process the purchase in that cash back rewards category.

**Eligible Purchases**: Eligible Purchases are Purchases from merchants in the following categories:

- gasoline (Service Stations, Automated Fuel Dispensers, Petroleum and Petroleum Products, Marinas and Marine Services),
- grocery (Grocery Stores and Supermarkets, Freezer and Meat Provisioners, Miscellaneous Food Stores – Convenience Stores and Specialty Markets. Grocery Purchases do not include Purchases at superstores, at stores that sell groceries and other products like drugstores; or at smaller stores like bakeries, candy, nut or confection stores),
- mobile phone service (Telecommunication Equipment and Telephone Sales, Telecommunication Services, including Local and Long-Distance Calls, Credit Card Calls, Calls Through Use of Magnetic-Stripe-Reading Telephones, and Fax Services), and
- internet, cable and satellite TV subscription services (Cable, Satellite and Other Pay Television/Radio/Streaming Services, Computer Network/Information Services).

**Purchases That Are Not Eligible:** Purchases from the following types of merchants are not eligible for cash back rewards:

- oil, propane, home heating companies,
- PayPal,
- warehouse clubs (including but not limited to Sam's Club, Costco, and BJ's), and
- discount supercenters (including but not limited to Walmart® and Target®).

**Net Eligible Purchases**: Net Eligible Purchases are Eligible Purchases minus any returns, disputed charges, unauthorized charges, illegal or fraudulent charges or other credits for such Purchases.

**Program Restrictions**: You will receive an automatic cash back rewards credit on each statement that has at least one Net Eligible Purchase. Automatic statement credits for cash back rewards will reduce the balance on your Account but will not count as payments. You will still be required to pay at least the Minimum Payment Due as shown on your billing statement each month. You WILL NOT earn cash back rewards for Purchases made while your Account is in default as defined within your Card Agreement. This Program excludes Accounts already enrolled in a different Credit One Bank cash back or other rewards program.

**Changes:** The Program may be changed (added to, modified or deleted) by us at any time, including without limitation changes to the definition of eligible or non-eligible purchases. We will give you prior notice to the extent required by law. Any revisions may affect your ability to earn cash back rewards.

**Termination**: We may suspend or terminate the Program or your participation in the Program at any time without prior notice. In such event, we will evaluate your Account for any eligible cash back rewards as of the Program termination date. Provided that you meet all of the other Program Restrictions listed above at that time, you will receive a distribution of the cash back rewards earned during the current billing period in the form of a statement credit.

**Limited Liability**: Unless otherwise required by law, this Program, or our Card Agreement with you, we will not be liable to you or anyone making a claim on your behalf, in connection with: (1) any change or termination of the Program; (2) any loss, damage, expense or inconvenience caused by any occurrence outside of our control; (3) any taxes that you incur as a result of receiving cash back rewards, payment of which taxes will be your responsibility; (4) any merchandise or services you purchase, or for any direct, indirect or consequential damages with respect to the use of your Account. In any event, any liability that Credit One may have to you in connection with the Program shall be limited to the amount of any cash back rewards you have earned in this Program. The Program and cash back rewards are void or limited where prohibited or restricted, respectively, by federal, state or local law.

American Express is a federally registered service mark of American Express. This credit card program is issued and administered by Credit One Bank, N.A., pursuant to a license from American Express.

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# *CARD AGREEMENT*

## ***Pricing Summary***

| Interest Rates and Interest Charges | |
|---|---|
| **ANNUAL PERCENTAGE RATE (APR) for Purchases** | **29.74%**<br>This APR will vary with the market based on the Prime Rate. |
| **ANNUAL PERCENTAGE RATE (APR) for Balance Transfers** | **29.74%**<br>This APR will vary with the market based on the Prime Rate. |
| **ANNUAL PERCENTAGE RATE (APR) for Cash Advances** | **31.74%**<br>This APR will vary with the market based on the Prime Rate. |
| **Paying Interest** | Your due date is at least 24 days after the close of each billing cycle. We will not charge you any interest on Purchases if you pay your entire balance by the due date each month. We will begin charging interest on Cash Advances and Balance Transfers from the posting date. |
| **Minimum Interest Charge** | If you are charged interest, the charge will be no less than $1.00. |
| **For Credit Card Tips from the Consumer Financial Protection Bureau** | **To learn more about factors to consider when applying for or using a credit card, visit the website of the Consumer Financial Protection Bureau at http://www.consumerfinance.gov/learnmore.** |
| **Fees** | |
| **Annual Fee** | **$59** for the first year. After that **$99** annually (billed at $8.25 per month). |
| **Transaction Fees**<br>• Balance Transfer<br>• Cash Advance<br>• Foreign Transaction | <br>Either **$5** or **8%** of the amount of each Balance Transfer, whichever is greater.<br>Either **$5** or **8%** of the amount of each Cash Advance, whichever is greater.<br>Either **$1** or **3%** of the amount of each purchase in U.S. dollars, whichever is greater. |
| **Penalty Fees**<br>• Late Payment<br>• Returned Payment | <br>Up to **$39***<br>Up to **$39**** |

**How We Will Calculate Your Balance:** We use a method called "average daily balance (including new Purchases)." See your Card Agreement for more details.

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

***Late Payment Fee:** We will charge the maximum safe harbor amount, which is set annually in accordance with 12 C.F.R. 1026.52(b)(1)(ii)(D). Currently the fee is $29, unless you incurred a Late Payment Fee during the prior six billing cycles. If you did, the fee is currently $39. This fee will not exceed the related Minimum Payment that was due. We charge a Late Payment Fee to your Account if at least the Amount Due This Period (less any

Late Payment Fee for the current billing cycle) plus any Past Due Amount is not received by 5:00 p.m. PT on the Payment Due Date shown on your statement.

****Returned Payment Fee:** We will charge the maximum safe harbor amount, which is set annually in accordance with 12 C.F.R. 1026.52(b)(1)(ii)(D). If a payment is not honored upon first presentment, even if the payment is later honored, a Returned Payment Fee will be charged to your Account. Currently, the fee is $29, unless you incurred a Returned Payment Fee in the prior six billing cycles. If you did, the fee is currently $39. This fee will not exceed the related Minimum Payment that was due.

**Additional Rate Information:** The Purchase and Balance Transfer APR equals the Prime Rate plus a margin of 22.99%. This corresponds to a monthly periodic rate of 2.47833%. The Cash Advance APR equals the Prime Rate plus a margin of 24.99%. This corresponds to a monthly periodic rate of 2.64500%.

**Minimum Payments:** 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 the sum of:

- 5% of your outstanding balance, rounded up to the next whole dollar, or $30, whichever is greater;
- any Late Payment Fee for the current billing cycle;
- and any Past Due Amount (excluding any past due Late Payment Fees).

## ***The Agreement***

This Agreement, together with the Pricing Summary, is your contract with us.

**Accepting this Agreement:** You accept this Agreement when you use the Account. You may still reject this Agreement if you have not yet used the Card, used the Account, or paid a fee after receiving a billing statement. To reject the Agreement, call us at 866-515-5721 or write us at Bank Card Center, P.O. Box 95516, Las Vegas, NV 89193-5516. If you reject the Agreement, you are not responsible for any fees or charges.

**Arbitration:** This Agreement includes an Arbitration Provision with class action and jury trial waivers. You can reject the Arbitration Provision. See "How to REJECT this agreement to arbitrate" in the Arbitration section. If you do not, it will be part of this Agreement.

**Promise to Pay:** You agree to pay us for all amounts due on your Account, including credit for Purchases, Balance Transfers, and Cash Advances, as well as interest charges and fees. This includes charges made by Additional Cardholders and other Authorized Users.

## ***Definitions***

**Account** means the Credit One Bank card account under this Agreement.

**Authorized User** means any person you allow to use your Account or Card, including Additional Cardholders. If the Authorized User has been issued a Card and you want to terminate the Authorized User, you must notify us by telephone or in writing.

**Balance Transfer** means a transaction we designate that allows you to use your Account to pay another creditor or yourself. Balance Transfers cannot be used to pay us or our affiliates. A Balance Transfer will be subject to the terms of the Balance Transfer offer and this Agreement.

**Card** refers to one or more cards or access devices, including your Account number, that we give you or someone else with your authorization to get credit under this Agreement.

**Cardholder** refers to each person with a card issued in their name.

**Cash Advance** means the use of your Account to obtain funds at a financial institution or the use of a Convenience Check.

**Convenience Check** means a check we issue to you to take a Cash Advance. You may not use these checks to pay us or our affiliates.

**Purchase** means the use of the Account to obtain goods or services.

**Prime Rate** means the highest U.S. Prime Rate in the Money Rates section of The Wall Street Journal on the 25th day of the month, or the next day if that day is not a publication day. If The Wall Street Journal does not publish the U.S. Prime Rate, we may substitute another index.

**we**, **us**, **our**, and **Credit One Bank** refer to Credit One Bank, N.A., the issuer of your Card.

**you**, and **your** refer to each person who has applied for the Account and where appropriate, the Authorized User.

## *Features and Use of Your Account*

**Using Your Card:** You may make Purchases wherever the Card is accepted. You may use the Account to obtain Cash Advances, but you may not make more than two Cash Advance transactions per day which may not exceed the lower of your available credit for cash or $200. You may use the Account only for personal, family, or household purposes, and if your Account is used for any other purpose you are still responsible for such use. You may not use the Account for business or commercial purposes. The Account may not be used for online or internet gambling or illegal purposes.

**Your Credit Limit:** We will tell you your credit limit. Keep your Account balance below your credit limit. If you do not, you must still pay us. We may designate part of your credit limit as a Cash Advance limit and part as a Balance Transfer limit. We may change your credit limit(s) at any time, without notice. You may use a portion of your credit limit for Cash Advances and Balance Transfers. Each Purchase, Cash Advance, and Balance Transfer obtained will reduce the amount of available credit under your credit limit until it is repaid. We may delay increasing your available credit by the amount of any payment that we receive for up to 12 calendar days.

**Credit Limit Increase:** To request a credit limit increase contact the Customer Service number on your statement. We may impose a fee for processing the request.

**Credit Authorizations:** We may decline to authorize a transaction for any reason. We will not be liable to you if we decline a transaction or if anyone refuses any use of your Card.

**Automatic Billing:** You may set up automatic billing with a merchant. You authorize us to provide an updated Account number or Card expiration date to any merchant at our discretion. Contact the merchant to stop automatic billing.

**Joint Accounts:** If this is a joint account, each of you is responsible individually and together for all amounts owed. Each of you is responsible even if the Account is used by only one of you. You will continue to be liable for the entire balance of the Account, even if your co-applicant is ordered by a court to pay us. You will remain liable to us if your co-applicant fails to pay as ordered by the court. Your Account status will continue to be reported to the credit reporting agencies under each of your names. The delivery of notices or billing statements to either of you serves as delivery to each of you. We may rely on instructions given by either of you. We are not liable to either of you for relying upon such instructions.

**Electronic Access:** Applications (apps) on electronic devices (such as mobile wallets) can store your Card and can be used to get credit under this Agreement. Such transactions are covered by this Agreement. Apps may have separate terms of use. We are not responsible if you violate those terms or for any consequences from violating those terms.

**Additional Cardholder:** At your request, we may, at our discretion, issue, in the name of another person, an additional Card on your Account. That person is an Additional Cardholder, as well as an Authorized User. An Additional Cardholder has access to certain Account information including balance, available credit and payment information. If you advise us that the Additional Cardholder is your spouse, information regarding the Account will be provided to consumer reporting agencies in your name as well as in the name of the Additional Cardholder. By requesting that we add an Additional Cardholder to your Account, you represent that you (1) have the consent of the Additional Cardholder to be added to the Account, (2) have provided a copy of this Agreement to the Additional Cardholder, and (3) if the Additional Cardholder is your spouse, you have told the Additional Cardholder that Credit One Bank will furnish credit information about them to the credit reporting agencies in connection with the Account. The Additional Cardholder may report the Card lost or stolen and may remove him or herself from the Account.

## *Interest Rates and Interest Changes*

**Annual Percentage Rates (APRs):** See the Pricing Summary for your APRs. The APR for Balance Transfers will be the same as the APR for standard Purchases, unless a promotional rate applies.

**Variable Rates:** Your Pricing Summary indicates whether you have any variable APRs. Variable APRs are determined by adding to the Prime Rate the number of percentage points ("margin") specified in the Pricing Summary. Variable APRs will increase or decrease when the Prime Rate changes. The APR change will take effect beginning with billing cycles that end on or after the first day of the month after the month in which the Prime Rate changes. An increase in the APR will increase your interest charges and may increase your Minimum Payment Due.

**Average Daily Balance Method (including new transactions):** We calculate interest each billing cycle by first figuring the "average daily balance" for each type of balance. Standard Purchases, standard Cash Advances, standard Balance Transfers, and each promotional offer, are all types of balances.

For each type of balance, for each billing cycle, we start with the balance on the last day of your previous billing cycle. We subtract any unpaid interest. This is the beginning balance each day. Each day of the billing cycle we subtract any new payments and credits applied to that type of balance. We

add any new transactions and fees for that type of balance. We add Purchases, Cash Advances, and Balance Transfers on the post date. We add transaction fees on promotional rate and non-promotional rate Balance Transfers to the same type of balance as the transaction. We add all other fees to the standard Purchase balance. This gives us the daily balance for that type of balance, except that if the daily balance is negative, we treat it as zero. We then add up all of the daily balances and divide by the number of days in the billing cycle. This gives us the "average daily balance" for that type of balance. We multiply the average daily balance by the applicable monthly periodic rate (the APR divided by 12). This gives us the interest charged for that type of balance for that billing cycle. This interest is included in the Account balance on the last day of the billing cycle. The results for all types of balances are then added together to determine the total interest charged that billing cycle.

**When Interest Begins:** We begin to impose interest on a transaction or fee from the day we add it to the daily balance. We continue to impose interest 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 billing statement by the Payment Due Date shown on that billing statement, we will not impose interest on new Purchases paid by the Payment Due Date on your current billing statement. The Payment Due Date will be at least 24 days after the close of the billing cycle. If you have been paying your Account balance in full and thereby avoiding interest on Purchases, but then do not pay the next New Statement Balance in full by the Payment Due Date, in that billing cycle we will start charging interest on the unpaid portion of your balance.

## ***Fees***

See the Pricing Summary for additional Fee information.

**Annual Fee:** If your Account is subject to an Annual Fee, the amount and when it is billed is shown on the Pricing Summary. The Annual Fee is billed to the Account until the Account is closed and the outstanding balance is paid in full. The Annual Fee is refundable as long as you cancel your Account and have not used your card for any Purchases, Cash Advances, or Balance Transfers and you have not made a payment.

**Credit Limit Increase Fee:** If a fee is imposed for processing a Credit Limit increase request, we will tell you the amount of the fee at the time of your request and before you agree to it.

**Foreign Transaction Fee:** We add this fee, unless "None" is stated in the Pricing Summary table, for each purchase made outside the U.S. (A purchase is made outside the U.S. unless it is made with a U.S. merchant, processed completely in the U.S., and in U.S. dollars.) The fee is a percentage of the U.S. dollar amount of the purchase.

**Optional Express Payment Service Fee:** If a representative of ours helps expedite your payment, we may impose an Express Payment fee. You will be informed of the amount of the fee before you complete the transaction.

**Duplicate Statement Fee:** If you request a duplicate copy of a monthly statement, for any purpose other than to assert a billing error, you will be charged a fee of up to $10 for each statement copy requested.

**Sales Slip Request Fee:** If you request a copy of a sales slip, for any purpose other than to resolve a dispute about the charges on your Account, you will be charged a fee of $6 for each sales slip copy requested.

**Replacement Card Fee:** If you request a replacement card, a Replacement Card Fee of up to $25 may be charged to your Account.

## ***Payments***

**Minimum Payment Due:** See the Pricing Summary for the minimum payment requirements.

**Small Balances:** As it is uneconomical for both you and us to process payments or maintain credits that are $1 or less in amount, you agree as follows: (1) In any billing cycle in which you have had no transactions and your New Balance on the billing date is $1 or less, the balance will be rounded to zero and you will not receive a bill for this amount. (2) In the event that you have a credit balance of $1 or less for two consecutive billing cycles, the balance will be rounded to zero and you will not receive a refund of this amount.

**Payment Instructions:** You must pay us in U.S. dollars, in funds on deposit in the U.S. 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.

**Irregular Payments:** Any payment submitted in offer of settlement of a disputed debt, including any item containing a notation such as "paid in full," and any other item with a restrictive endorsement, must be sent to: Credit One Bank, P.O. Box 95516, Las Vegas, NV 89193-5516. We can accept

late payments, partial payments, and checks or other items with restrictive endorsements at any other address without losing any of our rights under this Agreement.

**Postdated Checks:** You agree that we need not examine any payment check to confirm that it is not postdated and that we may deposit any postdated check on the day we receive it.

**Payment Allocation:** We apply payments up to the Minimum Payment Due and credits at our discretion, which may result in balances at lower APRs being paid first and higher interest charges. Payments over the Minimum Payment Due will be applied to balances with higher APRs first.

## ***Collecting, Sharing, and Updating Information***

**Customer Privacy:** We send you our Privacy Policy when you open your Account and thereafter in accordance with applicable law. 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. You accept the terms of our Privacy Policy when you use the Account. Contact us or visit CreditOne.com if you would like a copy.

**Information About You:** You authorize us to obtain and/or use information about you from third parties and credit reporting agencies to: (1) verify your identity and/or conduct investigative inquiries; (2) determine your income and credit eligibility; (3) review your Account and provide renewal of credit; (4) verify your current credit standing in order to present future credit limit increases or decreases; (5) qualify you for and present additional lines of credit or other offers; and (6) collect amounts owing on your Account. Upon request, we will tell you the name and address of any credit reporting agency that provided us with information concerning you.

**Furnishing Information:** We may furnish information concerning your Account or credit file to consumer reporting agencies and others who may properly receive that information. If you believe that information we furnished is inaccurate or incomplete, please write us at Credit One Bank, P. O. Box 98873, Las Vegas, NV 89193-8873. Please include your name, address, home phone number and Account number.

**Telephone Calls, Text Messages and Emails Regarding Your Account:** You are providing express written permission and consent authorizing Credit One Bank and our agents, servicers, contractors, subsidiaries, affiliates, officers, and other partners and employees to contact you at any phone number (including mobile, cellular/wireless, or similar devices) or email address you provide at any time, for any lawful purpose. The ways in which we may contact you include live operator, dialing system, automatic telephone dialing systems (auto-dialer), prerecorded and artificial voice message, text/SMS message or email. Phone numbers and email addresses you provide include those you give to us, those from which you, or someone acting on your behalf, contact us or which we obtain through other means. If you provide a phone number for which you are not the owner, you confirm you are authorized to provide that number. Such lawful purposes include, but are not limited to: obtaining information; activation of the card for verification and identification purposes; account transactions or servicing related matters; suspected fraud or identity theft; collection on the Account; and providing information about special products and services. You agree to pay any fee(s) or charge(s) that you may incur for incoming communications from us or outgoing communications to us, to or from any such number or email address, without reimbursement from us.

**Communication Revocation:** You may revoke your authorization for most communications. However, you cannot revoke authorization for fraud related communications or legally required communications. To change your communication preferences or to revoke consent you must write us. Please:

- include your name, mailing address, and the last four digits of your Account number;
- specify whether you are changing your preferences regarding mail, telephone calls, emails, and/or text or SMS messages;
- provide the specific phone number(s) and/or email address for which you are requesting communications to cease;
- send this written notice to: Credit One Bank, P.O. Box 98873, Las Vegas, NV 89193-8873.

Certain communication preferences can be changed on-line. Please log in to your Account to see if that option is available.

**Telephone Monitoring:** You agree that we (and our servicers, agents and contractors) may monitor and record any calls between you and us.

**Updating Your Phone Number:** Notify us immediately if you change mobile or cell phone numbers or plan to give your phone to someone else. It is your responsibility to provide us with a true, accurate and complete mobile number and to maintain and update promptly any changes in this information. You can update your mobile number by calling us at the phone number on the back of your Card.

**Indemnification:** If you provide telephone number(s) for which you are not the subscriber, or fail to notify us when you cease to be the subscriber for a telephone number you previously gave us, you agree to indemnify us, our subsidiaries, affiliates, officers, agents, servicers, contractors, and other partners and employees for any costs and expenses, including reasonable attorneys' fees, incurred as a result of us contacting or attempting to contact you at the number(s). Your obligation under this paragraph shall survive termination of the Agreement.

## *Account Closure*

**Default:** You are in default under this Agreement if (1) bankruptcy or another insolvency proceeding is filed by or against you; (2) we reasonably believe you are unable or unwilling to repay us; (3) you die or are legally incompetent or incapacitated; (4) you fail to comply with the terms of this Agreement, including failing to make a required payment when due, exceeding your credit limit or using your Card or Account for an illegal transaction; (5) you give us misleading, false, incomplete or incorrect information or fail to give us any information we deem necessary; or (6) if you no longer permanently reside in the United States or its territories. If you are in default, we may declare the entire Account balance immediately due and payable without advance 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.

**Closing Your Account:** You may close your Account at any time. You will remain responsible for any amount you owe us under this Agreement. Any joint Cardholder may cancel a joint Account. However, both of you will remain responsible for paying all amounts owed. If your Account is subject to an Annual Fee, the fee will continue to be charged until you pay your outstanding balance in full.

We may cancel, suspend or not renew your Card, Account, or access to the credit line at any time and for any reason without notice. If your Account is closed by us, the Annual Fee will continue to be charged until you pay your outstanding balance in full.

However, when your Account is closed, if there is: (1) a debit balance of $1 or less, that balance will be rounded to zero and you will not be required to pay this amount; or (2) a credit balance of $1 or less, that balance will be rounded to zero and this amount will not be refunded to you. The rounding to zero may occur after your closing statement cycles, and you may not receive a statement reflecting the rounding.

## *Arbitration Agreement*

**PLEASE READ CAREFULLY—IMPORTANT—AFFECTS YOUR LEGAL RIGHTS**

This agreement to arbitrate provides that you or we can require controversies or disputes between us to be resolved by BINDING ARBITRATION. You have the right to REJECT this agreement to arbitrate by using the procedure explained below.

If you do not reject this agreement to arbitrate, you GIVE UP YOUR RIGHT TO GO TO COURT and controversies or disputes between us will be resolved by a NEUTRAL ARBITRATOR INSTEAD OF A JUDGE OR JURY, using rules that are simpler and more limited than in a court. Arbitrator decisions are subject to VERY LIMITED REVIEW BY A COURT. Arbitration will proceed INDIVIDUALLY— CLASS ACTIONS AND SIMILAR PROCEDURES WILL NOT BE AVAILABLE TO YOU.

**Agreement to Arbitrate:** You and we agree that either you or we may, without the other's consent, require that controversies or disputes between you and us (all of which are called "Claims"), be submitted to mandatory, binding arbitration. This agreement to arbitrate is made pursuant to a transaction involving interstate commerce, and shall be governed by, and enforceable under, the Federal Arbitration Act (the "FAA"), 9 U.S.C. §1 et seq., and (to the extent State law is applicable), the laws of the State of Nevada.

For purposes of this agreement to arbitrate, "you" includes you, any co-applicant, any Authorized User (including Additional Cardholders), or anyone else connected with you or claiming through you; and "we" or "us" includes Credit One Bank, N.A., all of its parents, subsidiaries, affiliates, successors, predecessors, employees, and related persons or entities, and all third parties who are regarded as agents or representatives of us in connection with the subject matter of the claim or dispute at issue.

**Covered Claims:** Claims subject to arbitration include, but are not limited to, any controversies or disputes arising from or relating in any way to your Account; any transactions involving your Account; any disclosures made to you concerning your Account; any interest, charges, or fees assessed on your Account; any service(s) or programs related to your Account; and, if permitted by the rules of the arbitration forum, any collection of debt related to your Account. Claims also include controversies or disputes arising from or relating in any way to advertising, solicitations, or any application for, approval of, or establishment of your Account. Claims subject to arbitration include any controversies or disputes based on any theory of law, whether contract, tort, statute, regulation, common law, or equity, or whether they seek legal or equitable remedies. All Claims are subject to arbitration whether they arose in the past, may currently exist, or may arise in the future. Arbitration will apply even if your Account is closed, you pay us in full any outstanding debt you owe, or you file for bankruptcy. Also, controversies or disputes about the validity, enforceability, coverage, meaning, or scope of this agreement to arbitrate or any part thereof are subject to arbitration and are for the arbitrator to decide. Any questions about what Claims are subject to arbitration shall be resolved by interpreting this agreement to arbitrate in the broadest way the law will allow it to be enforced.

**Claims Not Covered:** Claims (whether brought initially or by counter or cross-claim) are not subject to arbitration if they are filed by you or us in a small claims court, so long as the case remains in such court and only individual claims for relief are advanced in the case.

**No Class Arbitration or Consolidation or Joinder of Parties:** Class actions and other similar procedures in which individuals seek to represent similarly situated individuals or seek relief on behalf of the general public, and consolidation or joinder of Claims (except for claimants on the same account), are NOT available under this agreement to arbitrate. Claims in arbitration will proceed on an INDIVIDUAL basis only:

> UNLESS YOU REJECT THIS AGREEMENT TO ARBITRATE, YOU AND WE WAIVE THE RIGHT TO ASSERT OR PARTICIPATE IN A CLASS ACTION OR ANY REPRESENTATIVE OR CONSOLIDATED PROCEEDING IN COURT OR IN ARBITRATION.

The arbitrator shall have no authority to entertain any Claim as a class action or private attorney general action or on any other similar representative basis, nor shall the arbitrator have any authority to consolidate or join Claims brought by separate claimants (except for claimants on the same account). This also means that the arbitrator 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.†

†**Notice to California Account Holders:** This agreement to arbitrate shall not be construed to prevent you from seeking in the arbitration the remedy of public injunctive relief if (a) you reside in California, (b) you resided in California at the time you entered into this agreement to arbitrate, or (iii) the billing address for your Account is a California address (hereafter, "California Account Holder").

**Initiation of Arbitration:** The arbitration shall be administered by the American Arbitration Association ("AAA") before a single arbitrator under the AAA's Consumer Arbitration Rules, or by a mutually agreeable administrator, before a single arbitrator, as modified by this arbitration provision. Information about the arbitration process for AAA can be obtained from the AAA at www.adr.org. The arbitrator shall be selected from the AAA (or mutually agreeable administrator) panel of neutrals then active on the roster maintained by the AAA (or mutually agreeable administrator) office located in the city of or nearest to your billing address and, unless otherwise mutually agreed, the arbitrator shall be a retired federal judge, a retired state appellate judge, a retired state trial judge, or a lawyer with at least 15 years of experience in that order of preference.

In the event that the AAA or mutually agreeable administrator is unable or unwilling 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).

**Arbitration Procedures and Applicable Law; Offer of Settlement:** Unlike a lawsuit in state or federal court, arbitration is conducted by a private organization that specializes in alternative dispute resolution. Disputes in arbitration are decided by a neutral arbitrator instead of a judge or jury. You may represent yourself in arbitration, or you may be represented by a lawyer.

Under this agreement to arbitrate, a single arbitrator designated by the arbitration administrator will decide the Claim under applicable law. The arbitrator is bound by the terms of this agreement to arbitrate. The AAA or mutually agreeable administrator will apply its code of procedures in effect at the time the arbitration claim is filed. If there is a conflict between that code of procedures and this arbitration provision and/or any sections of this Card Agreement, this arbitration provision and/or this Card Agreement will control. The arbitrator will honor all claims of privilege recognized by law. Subject to the prohibition on class, representative, and consolidation procedures set forth above, the arbitrator will have the power to award to a party any damages or other relief (including relief in equity) provided for under applicable law. That is, a party will be entitled to recover in arbitration any damages or other relief that it could recover if it prevailed in a court proceeding. An arbitrator's award shall consist of a written statement setting forth the disposition of each Claim. At the request of any party, the arbitrator shall also set forth a written explanation of the essential findings and conclusions on which the award is based. An arbitration award shall decide the rights and obligations only of the parties named in the arbitration, and shall not have any bearing on another person or dispute.

If your Claim is for $10,000 or less, you may choose whether the arbitration will be conducted solely on the basis of documents, in a telephonic hearing, or in an in-person hearing.

Any in-person hearing will take place in the federal judicial district that includes your billing address at the time the Claim is filed, unless the parties agree to a different place.

**The Arbitrator's Decision:** The arbitrator's decision will be final and binding on the parties. A party can file a written appeal to the arbitration administrator within thirty (30) days after an award is issued. The appeal will proceed before a panel of three neutral arbitrators designated by the same arbitration administrator. The panel will decide anew all factual and legal issues, following the same rules of procedure, by majority vote any aspect of the original decision objected to. The costs of such an appeal will be borne in accordance with the below paragraph entitled "Fees and Costs". Any review by a court shall be governed by the Federal Arbitration Act. Any final arbitration award will be binding on the named parties and enforceable by any court having jurisdiction.

**Fees and Costs:** We will pay any costs that are required to be paid by us under the arbitration administrator's rules of procedure. If you file the arbitration, you will pay your share of the initial filing fee, unless you seek and qualify for a fee waiver under the applicable rules of the arbitration

administrator. The party filing an appeal shall be responsible for all filing fees and costs of the appeal unless prohibited by administrator's rules of procedure. All parties are responsible for their own attorney's fees, expert fees and any other expenses, unless the arbitrator awards such fees or expenses to you or us if allowed by applicable law.

**Other Parties Subject to this Agreement to Arbitrate:** In addition to you and us, the rights and duties described in this agreement to arbitrate apply to: any third party co-defendant of a claim subject to this arbitration provision; all joint account holders, Additional Cardholders, and Authorized Users of your Account(s).

**How to REJECT this Agreement to Arbitrate:** You can reject this agreement to arbitrate but only if we receive from you a written notice of rejection within 45 days after it was first provided to you. To reject this agreement to arbitrate you must send the notice of rejection to: Credit One Bank, Attention: Arbitration Opt Out, P. O. Box 98873, Las Vegas, NV 89193-8873. Rejection notices sent to any other address will not be accepted or effective. If you decide to reject this agreement to arbitrate in writing, your notice must state that you reject this agreement to arbitrate and include your name, address, account number, and personal signature. Rejection of arbitration will not affect your other rights or responsibilities under this Card Agreement.

**Survival, Severability, and Amendment of Terms:**
*Survival.* This agreement to arbitrate shall survive changes in the Agreement and termination of the Account or the relationship between you and us, including the bankruptcy of any party and any transfer or sale of your Account, or amounts owed on your Account, to another person or entity.
*Severability.* If any part or parts of your agreement to arbitrate are declared unenforceable, then such specific part or parts shall be of no force or effect and shall be severed, but the remainder of this agreement to arbitrate shall continue in full force and effect. If, however, the entire agreement to arbitrate or your waiver of the right to bring or participate in a class or representative action or in consolidation procedures is unenforceable, then the agreement to arbitrate shall be of no force or effect. Notwithstanding the preceding sentence, with respect to California Account Holders, if arbitration is unenforceable, in whole or in part, you and we agree to resolve any Claim by a judicial reference proceeding as described above.
*Amendment in Writing Only.* This agreement to arbitrate may not be amended, severed, or waived, except as expressly provided in the Agreement or in a written agreement between you and us.

## *Other Information*

**Transactions in Foreign Currencies:** If you make a transaction at a merchant that settles in a currency other than U.S. dollars, Mastercard International Incorporated or Visa Incorporated will convert that charge into a U.S. Dollar amount. That conversion will be done at a rate selected by Mastercard or Visa from the range of rates available in wholesale currency markets for the applicable central processing date, which rate may vary from the rate Mastercard or Visa itself receives, or the government-mandated rate in effect for the applicable central processing date. The currency conversion rate used on the processing date may differ from the rate that would have been used on the purchase date or on the date the transaction is posted to your Account. You agree to pay the converted amount, including any charges for the conversion that may be imposed as described above.

**Changes to Your Agreement:** The rates, fees and terms of this Agreement may change and we may add or delete any term to this Agreement, consistent with applicable law. We will give you advance written notice of these changes and a right to reject the change, if required by law.

**Unauthorized Use:** Notify us immediately if your Card is lost or stolen or you suspect that someone is using your Card or Account without your permission.

**Assignment:** We may assign any or all of our rights and obligations under this Agreement. You may not assign any of your rights or obligations under this Agreement.

**No Waiver:** We will not lose our rights under this Agreement because we delay or do not enforce them.

**Governing Law:** This Agreement is governed by and interpreted in accordance with the laws applicable to national banks, and, where no such laws apply, by the laws of the State of Nevada, excluding the conflicts of law provisions thereof, regardless of your state of residence.

**Conformance with Law; Severability:** If any part of this Agreement conflicts with applicable law, that provision will be considered modified to conform to applicable law. If any part of this Agreement is invalid, the rest shall remain in effect, except as otherwise noted in the Arbitration Provision.

## *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 the Billing Inquiries address on the statement.

In your letter, give us the following information:

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

You must contact us:

- Within 60 days after the error appeared on your statement.
- At least 3 business days before an automated payment is scheduled, if you want to stop payment on the amount you think is wrong.

You must notify us of any potential errors in writing. You may call us, but if you do we are not required to investigate any potential errors and you may have to pay the amount in question.

**What Will Happen After We Receive Your Letter**

When we receive your letter, we must do two things:

1. Within 30 days of receiving your letter, we must tell you that we received your letter. We will also tell you if we have already corrected the error.
2. Within 90 days of receiving your letter, we must either correct the error or explain to you why we believe the bill is correct.

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

- We cannot try to collect the amount in question, or report you as delinquent on that amount.
- The charge in question may remain on your statement, and we may continue to charge you interest on that amount.
- While you do not have to pay the amount in question, you are responsible for the remainder of your balance.
- We can apply any unpaid amount against your credit limit.

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

*If we made a mistake:* You will not have to pay the amount in question or any interest or other fees related to that amount.

*If we do not believe there was a mistake:* You will have to pay the amount in question, along with applicable interest and fees. We will send you a statement of the amount you owe and the date payment is due. We may then report you as delinquent if you do not pay the amount we think you owe.

If you receive our explanation but still believe your bill is wrong, you must write to us within 10 days telling us that you still refuse to pay. If you do so, we cannot report you as delinquent without also reporting that you are questioning your bill. We must tell you the name of anyone to whom we reported you as delinquent, and we must let those organizations know when the matter has been settled between us.

If we do not follow all of the rules above, you do not have to pay the first $50.00 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 $50.00. (Note: Neither of these are necessary if your purchase was based on an advertisement we mailed to you, or if we own or operate the company that sold you the goods or services.)
2. You must have used your credit card for the purchase. Purchases made with cash advances from an ATM or with a check that accesses your credit card account do not qualify.
3. You must not yet have fully paid for the purchase.

If all of the criteria above are met and you are still dissatisfied with the purchase, contact us in writing at the Billing Inquiries address shown on your statement.

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

## ***Rewards Program Supplement***

This document ("Supplement") describes the terms and conditions of the Credit One Bank Cash Back Rewards Program ("Program") and supplements the Card Agreement that governs your credit card account issued by Credit One Bank, N.A. (the "Account"). By using the Account, you agree to participate in the Program. Your participation is subject to the terms of the Card Agreement, including the arbitration agreement, if applicable, and this Supplement. In the event of a conflict between the Card Agreement and this Supplement, with respect to matters relating to the Program, this Supplement controls.

**Earning Cash Back Rewards:** You earn cash back rewards for Purchases using your Account minus returns, refunds, disputed charges, and fraudulent transactions ("Net Eligible Purchases"), as follows:

- 3% cash back rewards on eligible:
  - Rideshare purchases
    - Eligible rideshare purchases include purchases in the Taxicabs and Limousines category.
  - Non-eligible rideshare purchases include purchases from bus lines, commuter passenger transportation services, passenger railways, and ferries.
  - Entertainment purchases
    - Eligible entertainment purchases include purchases made in the Motion Picture Theaters and Ticket Agencies and Theatrical Producers (Exception Motion Pictures) categories.
    - Non-eligible entertainment purchases include purchases for sporting events (unless purchased through a ticket agency), casinos, amusement parks, and tourist attractions.
  - Popular streaming services purchases
    - Eligible streaming purchases include purchases in the Cable, Satellite, and Other Pay Television/Radio/ Streaming services, Record Stores, and Digital Goods Media – Books, Movies, Digital artwork/images, Music categories.
    - Non-eligible streaming purchases include purchases from any Amazon paid service.

You do not earn cash back rewards on Cash Advances, Balance Transfers, interest, fees, and other charges. If your Account is in default, as defined in your Card Agreement, at the time the cash back rewards are to be posted to your Account, you WILL NOT receive the applicable credit. Cash back rewards have no cash value; however, when redeemed in accordance with the Program have a redemption value. See "**Redeeming Cash Back Rewards**" below. Cash back rewards may not be transferred to any other person including through such events as inheritance, bankruptcy, or divorce.

Earning and accruing cash back rewards is not limited as long as your Account is in good standing, and you may have a negative cash back rewards balance (because of returns and other post transaction actions). If your Account has a negative cash back rewards balance, any newly earned cash back rewards will be used to offset that negative balance until that balance has been brought to zero. As long as your Account is in good standing, your cash back rewards do not expire. Cash back rewards are forfeited 90 days after your Account is closed by you or us. If we find evidence of misuse, fraud, or the Account is in default, as defined in your Card Agreement, no redemptions of your cash back rewards, automatic or manual, will be permitted; provided that if your Account is closed because of nonpayment, you will have 90 days to redeem any cash back rewards from the date the notice is sent to you. See "**Redeeming Cash Back Rewards**." Cash back rewards from separate accounts cannot be combined. Authorized Users earn cash back rewards on the Account, but only the primary Cardholder may redeem cash back rewards.

**Merchant Categories:** Merchants who accept credit cards are assigned a merchant code, which is determined by the merchant or its processor in accordance with the applicable credit card network's procedures based on the kinds of products and services they primarily sell. We have no control over merchant codes. Please note:

- We make every effort to include all relevant merchant codes in our cash back rewards categories. However, even though a merchant or some of the items that it sells may appear to fit within a cash back rewards category, the merchant may not have a merchant code in that category or may not use an eligible merchant code. When this occurs, purchases with that merchant will not qualify for cash back rewards on purchases in that category.
- A merchant with more than one location may submit Purchases using different codes, including codes that are not eligible under this Program. This means that Purchases from the same merchant at a different location may result in no cash back rewards. Purchases made without an eligible code WILL NOT qualify for cash back rewards.
- Purchases submitted by you, an authorized user, or the merchant through third-party payment accounts, mobile or wireless card readers, online or mobile digital wallets, or similar technology will not qualify in a cash back rewards category if the technology is not set up to process the purchase in that cash back rewards category.

**Redeeming Cash Back Rewards:** Cash back rewards may be redeemed automatically ("Automatic Redemption") only for statement credits; or redeemed manually ("Manual Redemption") for statement credits, gift cards, or other goods or services. You can switch between Automatic Redemption and Manual Redemption, but in order to do so, you must have an online Account that you can access via CreditOneBank.com or the Credit One Bank Mobile App. All cash back rewards redemptions are subject to terms and conditions set forth in this Supplement and at https://www.creditonebank.com/RewardsRedemptionTerms.

- Manual Redemption: Upon Account opening, your Account will be set to Manual Redemption. Cash back rewards will post to your Account within thirty-seven days after a Net Eligible Purchase posts to your Account. The amount of cash back rewards you need to redeem for consumer goods and services will be determined at redemption and may change without notice. The most up-to-date amount of cash back rewards you have

available to redeem (which reflects any adjustments, transfers, or redemptions) is available online or by calling the customer service number and may differ from the available cash back rewards shown on your last monthly billing statement.

- Automatic Redemption: Cash back rewards may be redeemed automatically as statement credits. To do so, you must change your redemption setting from Manual Redemption to Automatic Redemption. If you switch from Manual Redemption to Automatic Redemption, any cash back rewards balance accrued while your Account has a Manual Redemption setting will be applied to your Account as a statement credit in any month your redemption setting is set to Automatic Redemption as of 3:00 p.m. Central Time on the first day of the month. We will post a statement credit to your Account within thirty-seven days after the end of the month based on the Net Eligible Purchases posted to your Account from the first day to the last day of the current month. You will receive an automatic rewards credit on each statement that has at least one Net Eligible Purchase.

**Feedback:** If you send or transmit any communications, comments, questions, suggestions, or related materials, whether by letter, e-mail, telephone, or otherwise ("Feedback"), suggesting or recommending changes to the Program or how cash back rewards are fulfilled, including, without limitation, new features or functionality, you grant us and any of our vendors a perpetual right to use the Feedback for our own and their own, respective internal business purposes. Further, we, our service providers, vendors, and any subcontractors disclaim any liability to you for any such use of Feedback for our or their own, respective internal business purpose.

**Consumer Goods/Services Disclaimer: BY PARTICIPATING IN THE PROGRAM, YOU ACKNOWLEDGE AND AGREE THAT CREDIT ONE BANK AND ITS VENDORS ARE ONLY PROVIDING THE PROGRAM TO EARN AND REDEEM CASH BACK REWARDS AND NOT PROVIDING CONSUMER GOODS OR SERVICES. CREDIT ONE BANK AND ITS VENDORS ARE NOT INVOLVED IN WARRANTING ANY CONSUMER GOODS OR SERVICES WHICH YOU MAY ACQUIRE UTILIZING THE PROGRAM AND REDEMPTION SERVICES. CREDIT ONE BANK AND ITS VENDORS DO NOT MAKE, AND AFFIRMATIVELY DISCLAIM, ANY AND ALL WARRANTIES, EXPRESS OR IMPLIED, WITH RESPECT TO SUCH CONSUMER GOODS OR SERVICES, INCLUDING WITHOUT LIMITATION, ANY WARRANTY OF MERCHANTABILITY, SUITABILITY FOR A PARTICULAR PURPOSE, OR AGAINST INFRINGEMENT. WARRANTIES FOR CONSUMER GOODS AND SERVICES ARE LIMITED TO THE APPLICABLE THIRD-PARTY SUPPLIER'S WARRANTIES AND RETURN POLICIES. BY PARTICIPATING IN THE PROGRAM, YOU ACKNOWLEDGE AND AGREE TO LOOK SOLELY TO THE APPLICABLE MERCHANT PROVIDING THE CONSUMER GOODS AND/OR SERVICES REDEEMED OR PURCHASED BY YOU UTILIZING THE PROGRAM FOR ANY WARRANTY, REMEDY, OBLIGATION AND/OR LIABILITY WITH RESPECT TO SUCH CONSUMER PRODUCTS AND/OR SERVICES. BY PARTICIPATING IN THE PROGRAM, YOU RELEASE CREDIT ONE BANK AND ITS VENDORS FROM ANY AND ALL LIABILITY WITH RESPECT TO SUCH CONSUMER GOODS AND SERVICES.**

**Information Disclaimer: IN THE COURSE OF PROVIDING THE PROGRAM AND REDEMPTION SERVICE FOR CONSUMER GOODS AND/OR SERVICES, CREDIT ONE BANK AND/ OR ITS VENDORS MAY INTEGRATE WITH THIRD-PARTY SUPPLIERS SELECTED OR CHANGED BY CREDIT ONE BANK AND/OR ITS VENDORS, IN THEIR SOLE DISCRETION, FOR THE FULFILLMENT OF SUCH CONSUMER GOODS AND/OR SERVICES REDEEMED OR PURCHASED UTILIZING THE PROGRAM. IN ORDER TO FACILITATE FULFILLMENT OF THE CONSUMER GOODS AND SERVICES WITH THE THIRD-PARTY SUPPLIERS, CREDIT ONE BANK AND/OR ITS VENDORS MAY SEND YOUR REQUIRED PERSONAL AND OTHER INFORMATION (WHICH CAN INCLUDE, BUT IS NOT LIMITED TO FIRST NAME, LAST NAME, SHIPPING ADDRESS, PHONE NUMBER, AND EMAIL ADDRESS) TO THIRD-PARTY SUPPLIERS TO FACILITATE THE PURCHASE OR REDEMPTION. BY PARTICIPATING IN THE PROGRAM AND REDEEMING CASH BACK REWARDS FOR CONSUMER GOODS OR SERVICES, YOU THEREFORE AGREE THAT CREDIT ONE BANK AND ITS VENDORS WILL NOT BE HELD RESPONSIBLE AND YOU HEREBY RELEASE CREDIT ONE BANK AND ITS VENDORS FROM ANY LIABILITY FOR YOUR INFORMATION AFTER IT IS INPUT INTO THE REDEMPTION FULFILLMENT SERVICES, FOR THE EXCLUSIVE BENEFIT OF, AND USE BY, THE THIRD-PARTY SUPPLIER, BY YOU AND CORRECTLY TRANSMITTED TO THE THIRD- PARTY SUPPLIER FOR ORDER FULFILLMENT. AFTER YOUR INFORMATION IS PLACED INTO THE REDEMPTION FULFILLMENT SERVICE, YOUR INFORMATION SHALL BE SUBJECT TO THE PRIVACY POLICY AND TERMS OF SUCH THIRD-PARTY SUPPLIER.**

**Program Restrictions:** Cash back rewards posted as a statement credit will reduce the balance on your Account but will not count as payments. You will still be required to pay at least the Minimum Payment Due as shown on your billing statement each month. You WILL NOT earn cash back rewards for Purchases made while your Account is in default as defined within your Card Agreement. This Program excludes Accounts already enrolled in a different Credit One Bank cash back or other rewards program.

**Changes:** The Program may be changed (added to, modified, or deleted) by us at any time, including without limitation changes to the definition of eligible and non-eligible purchases. We will give you prior notice to the extent required by law. Any revision may affect your ability to earn or redeem cash back rewards.

**Termination:** We may suspend or terminate the Program or your participation in the Program at any time and will give you prior notice to the extent required by law. If we suspend or terminate the Program or your participation in the Program, you will have 90 days to redeem any cash back rewards from the date the notice is sent to you. See "**Redeeming Cash Back Rewards**."

**Limited Liability:** Unless otherwise required by law, this Program, or our Card Agreement with you, we will not be liable to you or anyone making a claim on your behalf, in connection with: (1) any change or termination of the Program; (2) any loss, damage, expense, or inconvenience caused by any occurrence outside of our control; (3) any taxes that you incur as a result of receiving cash back rewards, payment of which taxes will be your responsibility; (4) any merchandise or services you purchase, or for any direct, indirect, or consequential damages with respect to the use of your Account. In any event, any liability that Credit One Bank may have to you in connection with the Program shall be limited to the amount of any cash back rewards you have earned in this Program. The Program and cash back rewards are void or limited where prohibited or restricted, respectively, by federal, state, or local law.

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# *CARD AGREEMENT*

## ***Pricing Summary***

| Interest Rates and Interest Charges | |
|---|---|
| **ANNUAL PERCENTAGE RATE (APR) for Purchases** | **29.74%**<br>This APR will vary with the market based on the Prime Rate. |
| **ANNUAL PERCENTAGE RATE (APR) for Balance Transfers** | **29.74%**<br>This APR will vary with the market based on the Prime Rate. |
| **ANNUAL PERCENTAGE RATE (APR) for Cash Advances** | **31.74%**<br>This APR will vary with the market based on the Prime Rate. |
| **Paying Interest** | Your due date is at least 24 days after the close of each billing cycle. We will not charge you any interest on Purchases if you pay your entire balance by the due date each month. We will begin charging interest on Cash Advances and Balance Transfers from the posting date. |
| **Minimum Interest Charge** | If you are charged interest, the charge will be no less than $1.00. |
| **For Credit Card Tips from the Consumer Financial Protection Bureau** | **To learn more about factors to consider when applying for or using a credit card, visit the website of the Consumer Financial Protection Bureau at http://www.consumerfinance.gov/learnmore.** |
| **Fees** | |
| **Annual Fee** | **$59** for the first year. After that **$99** annually (billed at $8.25 per month). |
| **Transaction Fees**<br>• Balance Transfer<br>• Cash Advance<br>• Foreign Transaction | <br>Either **$5** or **8%** of the amount of each Balance Transfer, whichever is greater.<br>Either **$5** or **8%** of the amount of each Cash Advance, whichever is greater.<br>Either **$1** or **3%** of the amount of each purchase in U.S. dollars, whichever is greater. |
| **Penalty Fees**<br>• Late Payment<br>• Returned Payment | <br>Up to **$39***<br>Up to **$39**** |

**How We Will Calculate Your Balance:** We use a method called "average daily balance (including new Purchases)." See your Card Agreement for more details.

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

***Late Payment Fee:** We will charge the maximum safe harbor amount, which is set annually in accordance with 12 C.F.R. 1026.52(b)(1)(ii)(D). Currently the fee is $29, unless you incurred a Late Payment Fee during the prior six billing cycles. If you did, the fee is currently $39. This fee will not exceed the related Minimum Payment that was due. We charge a Late Payment Fee to your Account if at least the Amount Due This Period (less any

Late Payment Fee for the current billing cycle) plus any Past Due Amount is not received by 5:00 p.m. PT on the Payment Due Date shown on your statement.

****Returned Payment Fee:** We will charge the maximum safe harbor amount, which is set annually in accordance with 12 C.F.R. 1026.52(b)(1)(ii)(D). If a payment is not honored upon first presentment, even if the payment is later honored, a Returned Payment Fee will be charged to your Account. Currently, the fee is $29, unless you incurred a Returned Payment Fee in the prior six billing cycles. If you did, the fee is currently $39. This fee will not exceed the related Minimum Payment that was due.

**Additional Rate Information:** The Purchase and Balance Transfer APR equals the Prime Rate plus a margin of 22.99%. This corresponds to a monthly periodic rate of 2.47833%. The Cash Advance APR equals the Prime Rate plus a margin of 24.99%. This corresponds to a monthly periodic rate of 2.64500%.

**Minimum Payments:** 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 the sum of:

- 5% of your outstanding balance, rounded up to the next whole dollar, or $30, whichever is greater;
- any Late Payment Fee for the current billing cycle;
- and any Past Due Amount (excluding any past due Late Payment Fees).

## ***The Agreement***

This Agreement, together with the Pricing Summary, is your contract with us.

**Accepting this Agreement:** You accept this Agreement when you use the Account. You may still reject this Agreement if you have not yet used the Card, used the Account, or paid a fee after receiving a billing statement. To reject the Agreement, call us at 866-515-5721 or write us at Bank Card Center, P.O. Box 95516, Las Vegas, NV 89193-5516. If you reject the Agreement, you are not responsible for any fees or charges.

**Arbitration:** This Agreement includes an Arbitration Provision with class action and jury trial waivers. You can reject the Arbitration Provision. See "How to REJECT this agreement to arbitrate" in the Arbitration section. If you do not, it will be part of this Agreement.

**Promise to Pay:** You agree to pay us for all amounts due on your Account, including credit for Purchases, Balance Transfers, and Cash Advances, as well as interest charges and fees. This includes charges made by Additional Cardholders and other Authorized Users.

## ***Definitions***

**Account** means the Credit One Bank card account under this Agreement.

**Authorized User** means any person you allow to use your Account or Card, including Additional Cardholders. If the Authorized User has been issued a Card and you want to terminate the Authorized User, you must notify us by telephone or in writing.

**Balance Transfer** means a transaction we designate that allows you to use your Account to pay another creditor or yourself. Balance Transfers cannot be used to pay us or our affiliates. A Balance Transfer will be subject to the terms of the Balance Transfer offer and this Agreement.

**Card** refers to one or more cards or access devices, including your Account number, that we give you or someone else with your authorization to get credit under this Agreement.

**Cardholder** refers to each person with a card issued in their name.

**Cash Advance** means the use of your Account to obtain funds at a financial institution or the use of a Convenience Check.

**Convenience Check** means a check we issue to you to take a Cash Advance. You may not use these checks to pay us or our affiliates.

**Purchase** means the use of the Account to obtain goods or services.

**Prime Rate** means the highest U.S. Prime Rate in the Money Rates section of The Wall Street Journal on the 25th day of the month, or the next day if that day is not a publication day. If The Wall Street Journal does not publish the U.S. Prime Rate, we may substitute another index.

**we**, **us**, **our**, and **Credit One Bank** refer to Credit One Bank, N.A., the issuer of your Card.

**you**, and **your** refer to each person who has applied for the Account and where appropriate, the Authorized User.

## *Features and Use of Your Account*

**Using Your Card:** You may make Purchases wherever the Card is accepted. You may use the Account to obtain Cash Advances, but you may not make more than two Cash Advance transactions per day which may not exceed the lower of your available credit for cash or $200. You may use the Account only for personal, family, or household purposes, and if your Account is used for any other purpose you are still responsible for such use. You may not use the Account for business or commercial purposes. The Account may not be used for online or internet gambling or illegal purposes.

**Your Credit Limit:** We will tell you your credit limit. Keep your Account balance below your credit limit. If you do not, you must still pay us. We may designate part of your credit limit as a Cash Advance limit and part as a Balance Transfer limit. We may change your credit limit(s) at any time, without notice. You may use a portion of your credit limit for Cash Advances and Balance Transfers. Each Purchase, Cash Advance, and Balance Transfer obtained will reduce the amount of available credit under your credit limit until it is repaid. We may delay increasing your available credit by the amount of any payment that we receive for up to 12 calendar days.

**Credit Limit Increase:** To request a credit limit increase contact the Customer Service number on your statement. We may impose a fee for processing the request.

**Credit Authorizations:** We may decline to authorize a transaction for any reason. We will not be liable to you if we decline a transaction or if anyone refuses any use of your Card.

**Automatic Billing:** You may set up automatic billing with a merchant. You authorize us to provide an updated Account number or Card expiration date to any merchant at our discretion. Contact the merchant to stop automatic billing.

**Joint Accounts:** If this is a joint account, each of you is responsible individually and together for all amounts owed. Each of you is responsible even if the Account is used by only one of you. You will continue to be liable for the entire balance of the Account, even if your co-applicant is ordered by a court to pay us. You will remain liable to us if your co-applicant fails to pay as ordered by the court. Your Account status will continue to be reported to the credit reporting agencies under each of your names. The delivery of notices or billing statements to either of you serves as delivery to each of you. We may rely on instructions given by either of you. We are not liable to either of you for relying upon such instructions.

**Electronic Access:** Applications (apps) on electronic devices (such as mobile wallets) can store your Card and can be used to get credit under this Agreement. Such transactions are covered by this Agreement. Apps may have separate terms of use. We are not responsible if you violate those terms or for any consequences from violating those terms.

**Additional Cardholder:** At your request, we may, at our discretion, issue, in the name of another person, an additional Card on your Account. That person is an Additional Cardholder, as well as an Authorized User. An Additional Cardholder has access to certain Account information including balance, available credit and payment information. If you advise us that the Additional Cardholder is your spouse, information regarding the Account will be provided to consumer reporting agencies in your name as well as in the name of the Additional Cardholder. By requesting that we add an Additional Cardholder to your Account, you represent that you (1) have the consent of the Additional Cardholder to be added to the Account, (2) have provided a copy of this Agreement to the Additional Cardholder, and (3) if the Additional Cardholder is your spouse, you have told the Additional Cardholder that Credit One Bank will furnish credit information about them to the credit reporting agencies in connection with the Account. The Additional Cardholder may report the Card lost or stolen and may remove him or herself from the Account.

## *Interest Rates and Interest Changes*

**Annual Percentage Rates (APRs):** See the Pricing Summary for your APRs. The APR for Balance Transfers will be the same as the APR for standard Purchases, unless a promotional rate applies.

**Variable Rates:** Your Pricing Summary indicates whether you have any variable APRs. Variable APRs are determined by adding to the Prime Rate the number of percentage points ("margin") specified in the Pricing Summary. Variable APRs will increase or decrease when the Prime Rate changes. The APR change will take effect beginning with billing cycles that end on or after the first day of the month after the month in which the Prime Rate changes. An increase in the APR will increase your interest charges and may increase your Minimum Payment Due.

**Average Daily Balance Method (including new transactions):** We calculate interest each billing cycle by first figuring the "average daily balance" for each type of balance. Standard Purchases, standard Cash Advances, standard Balance Transfers, and each promotional offer, are all types of balances.

For each type of balance, for each billing cycle, we start with the balance on the last day of your previous billing cycle. We subtract any unpaid interest. This is the beginning balance each day. Each day of the billing cycle we subtract any new payments and credits applied to that type of balance. We

add any new transactions and fees for that type of balance. We add Purchases, Cash Advances, and Balance Transfers on the post date. We add transaction fees on promotional rate and non-promotional rate Balance Transfers to the same type of balance as the transaction. We add all other fees to the standard Purchase balance. This gives us the daily balance for that type of balance, except that if the daily balance is negative, we treat it as zero. We then add up all of the daily balances and divide by the number of days in the billing cycle. This gives us the "average daily balance" for that type of balance. We multiply the average daily balance by the applicable monthly periodic rate (the APR divided by 12). This gives us the interest charged for that type of balance for that billing cycle. This interest is included in the Account balance on the last day of the billing cycle. The results for all types of balances are then added together to determine the total interest charged that billing cycle.

**When Interest Begins:** We begin to impose interest on a transaction or fee from the day we add it to the daily balance. We continue to impose interest 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 billing statement by the Payment Due Date shown on that billing statement, we will not impose interest on new Purchases paid by the Payment Due Date on your current billing statement. The Payment Due Date will be at least 24 days after the close of the billing cycle. If you have been paying your Account balance in full and thereby avoiding interest on Purchases, but then do not pay the next New Statement Balance in full by the Payment Due Date, in that billing cycle we will start charging interest on the unpaid portion of your balance.

## ***Fees***

See the Pricing Summary for additional Fee information.

**Annual Fee:** If your Account is subject to an Annual Fee, the amount and when it is billed is shown on the Pricing Summary. The Annual Fee is billed to the Account until the Account is closed and the outstanding balance is paid in full. The Annual Fee is refundable as long as you cancel your Account and have not used your card for any Purchases, Cash Advances, or Balance Transfers and you have not made a payment.

**Credit Limit Increase Fee:** If a fee is imposed for processing a Credit Limit increase request, we will tell you the amount of the fee at the time of your request and before you agree to it.

**Foreign Transaction Fee:** We add this fee, unless "None" is stated in the Pricing Summary table, for each purchase made outside the U.S. (A purchase is made outside the U.S. unless it is made with a U.S. merchant, processed completely in the U.S., and in U.S. dollars.) The fee is a percentage of the U.S. dollar amount of the purchase.

**Optional Express Payment Service Fee:** If a representative of ours helps expedite your payment, we may impose an Express Payment fee. You will be informed of the amount of the fee before you complete the transaction.

**Duplicate Statement Fee:** If you request a duplicate copy of a monthly statement, for any purpose other than to assert a billing error, you will be charged a fee of up to $10 for each statement copy requested.

**Sales Slip Request Fee:** If you request a copy of a sales slip, for any purpose other than to resolve a dispute about the charges on your Account, you will be charged a fee of $6 for each sales slip copy requested.

**Replacement Card Fee:** If you request a replacement card, a Replacement Card Fee of up to $25 may be charged to your Account.

## ***Payments***

**Minimum Payment Due:** See the Pricing Summary for the minimum payment requirements.

**Small Balances:** As it is uneconomical for both you and us to process payments or maintain credits that are $1 or less in amount, you agree as follows: (1) In any billing cycle in which you have had no transactions and your New Balance on the billing date is $1 or less, the balance will be rounded to zero and you will not receive a bill for this amount. (2) In the event that you have a credit balance of $1 or less for two consecutive billing cycles, the balance will be rounded to zero and you will not receive a refund of this amount.

**Payment Instructions:** You must pay us in U.S. dollars, in funds on deposit in the U.S. 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.

**Irregular Payments:** Any payment submitted in offer of settlement of a disputed debt, including any item containing a notation such as "paid in full," and any other item with a restrictive endorsement, must be sent to: Credit One Bank, P.O. Box 95516, Las Vegas, NV 89193-5516. We can accept

late payments, partial payments, and checks or other items with restrictive endorsements at any other address without losing any of our rights under this Agreement.

**Postdated Checks:** You agree that we need not examine any payment check to confirm that it is not postdated and that we may deposit any postdated check on the day we receive it.

**Payment Allocation:** We apply payments up to the Minimum Payment Due and credits at our discretion, which may result in balances at lower APRs being paid first and higher interest charges. Payments over the Minimum Payment Due will be applied to balances with higher APRs first.

## ***Collecting, Sharing, and Updating Information***

**Customer Privacy:** We send you our Privacy Policy when you open your Account and thereafter in accordance with applicable law. 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. You accept the terms of our Privacy Policy when you use the Account. Contact us or visit CreditOne.com if you would like a copy.

**Information About You:** You authorize us to obtain and/or use information about you from third parties and credit reporting agencies to: (1) verify your identity and/or conduct investigative inquiries; (2) determine your income and credit eligibility; (3) review your Account and provide renewal of credit; (4) verify your current credit standing in order to present future credit limit increases or decreases; (5) qualify you for and present additional lines of credit or other offers; and (6) collect amounts owing on your Account. Upon request, we will tell you the name and address of any credit reporting agency that provided us with information concerning you.

**Furnishing Information:** We may furnish information concerning your Account or credit file to consumer reporting agencies and others who may properly receive that information. If you believe that information we furnished is inaccurate or incomplete, please write us at Credit One Bank, P. O. Box 98873, Las Vegas, NV 89193-8873. Please include your name, address, home phone number and Account number.

**Telephone Calls, Text Messages and Emails Regarding Your Account:** You are providing express written permission and consent authorizing Credit One Bank and our agents, servicers, contractors, subsidiaries, affiliates, officers, and other partners and employees to contact you at any phone number (including mobile, cellular/wireless, or similar devices) or email address you provide at any time, for any lawful purpose. The ways in which we may contact you include live operator, dialing system, automatic telephone dialing systems (auto-dialer), prerecorded and artificial voice message, text/SMS message or email. Phone numbers and email addresses you provide include those you give to us, those from which you, or someone acting on your behalf, contact us or which we obtain through other means. If you provide a phone number for which you are not the owner, you confirm you are authorized to provide that number. Such lawful purposes include, but are not limited to: obtaining information; activation of the card for verification and identification purposes; account transactions or servicing related matters; suspected fraud or identity theft; collection on the Account; and providing information about special products and services. You agree to pay any fee(s) or charge(s) that you may incur for incoming communications from us or outgoing communications to us, to or from any such number or email address, without reimbursement from us.

**Communication Revocation:** You may revoke your authorization for most communications. However, you cannot revoke authorization for fraud related communications or legally required communications. To change your communication preferences or to revoke consent you must write us. Please:

- include your name, mailing address, and the last four digits of your Account number;
- specify whether you are changing your preferences regarding mail, telephone calls, emails, and/or text or SMS messages;
- provide the specific phone number(s) and/or email address for which you are requesting communications to cease;
- send this written notice to: Credit One Bank, P.O. Box 98873, Las Vegas, NV 89193-8873.

Certain communication preferences can be changed on-line. Please log in to your Account to see if that option is available.

**Telephone Monitoring:** You agree that we (and our servicers, agents and contractors) may monitor and record any calls between you and us.

**Updating Your Phone Number:** Notify us immediately if you change mobile or cell phone numbers or plan to give your phone to someone else. It is your responsibility to provide us with a true, accurate and complete mobile number and to maintain and update promptly any changes in this information. You can update your mobile number by calling us at the phone number on the back of your Card.

**Indemnification:** If you provide telephone number(s) for which you are not the subscriber, or fail to notify us when you cease to be the subscriber for a telephone number you previously gave us, you agree to indemnify us, our subsidiaries, affiliates, officers, agents, servicers, contractors, and other partners and employees for any costs and expenses, including reasonable attorneys' fees, incurred as a result of us contacting or attempting to contact you at the number(s). Your obligation under this paragraph shall survive termination of the Agreement.

## *Account Closure*

**Default:** You are in default under this Agreement if (1) bankruptcy or another insolvency proceeding is filed by or against you; (2) we reasonably believe you are unable or unwilling to repay us; (3) you die or are legally incompetent or incapacitated; (4) you fail to comply with the terms of this Agreement, including failing to make a required payment when due, exceeding your credit limit or using your Card or Account for an illegal transaction; (5) you give us misleading, false, incomplete or incorrect information or fail to give us any information we deem necessary; or (6) if you no longer permanently reside in the United States or its territories. If you are in default, we may declare the entire Account balance immediately due and payable without advance 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.

**Closing Your Account:** You may close your Account at any time. You will remain responsible for any amount you owe us under this Agreement. Any joint Cardholder may cancel a joint Account. However, both of you will remain responsible for paying all amounts owed. If your Account is subject to an Annual Fee, the fee will continue to be charged until you pay your outstanding balance in full.

We may cancel, suspend or not renew your Card, Account, or access to the credit line at any time and for any reason without notice. If your Account is closed by us, the Annual Fee will continue to be charged until you pay your outstanding balance in full.

However, when your Account is closed, if there is: (1) a debit balance of $1 or less, that balance will be rounded to zero and you will not be required to pay this amount; or (2) a credit balance of $1 or less, that balance will be rounded to zero and this amount will not be refunded to you. The rounding to zero may occur after your closing statement cycles, and you may not receive a statement reflecting the rounding.

## *Arbitration Agreement*

**PLEASE READ CAREFULLY—IMPORTANT—AFFECTS YOUR LEGAL RIGHTS**

This agreement to arbitrate provides that you or we can require controversies or disputes between us to be resolved by BINDING ARBITRATION. You have the right to REJECT this agreement to arbitrate by using the procedure explained below.

If you do not reject this agreement to arbitrate, you GIVE UP YOUR RIGHT TO GO TO COURT and controversies or disputes between us will be resolved by a NEUTRAL ARBITRATOR INSTEAD OF A JUDGE OR JURY, using rules that are simpler and more limited than in a court. Arbitrator decisions are subject to VERY LIMITED REVIEW BY A COURT. Arbitration will proceed INDIVIDUALLY— CLASS ACTIONS AND SIMILAR PROCEDURES WILL NOT BE AVAILABLE TO YOU.

**Agreement to Arbitrate:** You and we agree that either you or we may, without the other's consent, require that controversies or disputes between you and us (all of which are called "Claims"), be submitted to mandatory, binding arbitration. This agreement to arbitrate is made pursuant to a transaction involving interstate commerce, and shall be governed by, and enforceable under, the Federal Arbitration Act (the "FAA"), 9 U.S.C. §1 et seq., and (to the extent State law is applicable), the laws of the State of Nevada.

For purposes of this agreement to arbitrate, "you" includes you, any co-applicant, any Authorized User (including Additional Cardholders), or anyone else connected with you or claiming through you; and "we" or "us" includes Credit One Bank, N.A., all of its parents, subsidiaries, affiliates, successors, predecessors, employees, and related persons or entities, and all third parties who are regarded as agents or representatives of us in connection with the subject matter of the claim or dispute at issue.

**Covered Claims:** Claims subject to arbitration include, but are not limited to, any controversies or disputes arising from or relating in any way to your Account; any transactions involving your Account; any disclosures made to you concerning your Account; any interest, charges, or fees assessed on your Account; any service(s) or programs related to your Account; and, if permitted by the rules of the arbitration forum, any collection of debt related to your Account. Claims also include controversies or disputes arising from or relating in any way to advertising, solicitations, or any application for, approval of, or establishment of your Account. Claims subject to arbitration include any controversies or disputes based on any theory of law, whether contract, tort, statute, regulation, common law, or equity, or whether they seek legal or equitable remedies. All Claims are subject to arbitration whether they arose in the past, may currently exist, or may arise in the future. Arbitration will apply even if your Account is closed, you pay us in full any outstanding debt you owe, or you file for bankruptcy. Also, controversies or disputes about the validity, enforceability, coverage, meaning, or scope of this agreement to arbitrate or any part thereof are subject to arbitration and are for the arbitrator to decide. Any questions about what Claims are subject to arbitration shall be resolved by interpreting this agreement to arbitrate in the broadest way the law will allow it to be enforced.

**Claims Not Covered:** Claims (whether brought initially or by counter or cross-claim) are not subject to arbitration if they are filed by you or us in a small claims court, so long as the case remains in such court and only individual claims for relief are advanced in the case.

**No Class Arbitration or Consolidation or Joinder of Parties:** Class actions and other similar procedures in which individuals seek to represent similarly situated individuals or seek relief on behalf of the general public, and consolidation or joinder of Claims (except for claimants on the same account), are NOT available under this agreement to arbitrate. Claims in arbitration will proceed on an INDIVIDUAL basis only:

> UNLESS YOU REJECT THIS AGREEMENT TO ARBITRATE, YOU AND WE WAIVE THE RIGHT TO ASSERT OR PARTICIPATE IN A CLASS ACTION OR ANY REPRESENTATIVE OR CONSOLIDATED PROCEEDING IN COURT OR IN ARBITRATION.

The arbitrator shall have no authority to entertain any Claim as a class action or private attorney general action or on any other similar representative basis, nor shall the arbitrator have any authority to consolidate or join Claims brought by separate claimants (except for claimants on the same account). This also means that the arbitrator 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.†

†**Notice to California Account Holders:** This agreement to arbitrate shall not be construed to prevent you from seeking in the arbitration the remedy of public injunctive relief if (a) you reside in California, (b) you resided in California at the time you entered into this agreement to arbitrate, or (iii) the billing address for your Account is a California address (hereafter, "California Account Holder").

**Initiation of Arbitration:** The arbitration shall be administered by the American Arbitration Association ("AAA") before a single arbitrator under the AAA's Consumer Arbitration Rules, or by a mutually agreeable administrator, before a single arbitrator, as modified by this arbitration provision. Information about the arbitration process for AAA can be obtained from the AAA at www.adr.org. The arbitrator shall be selected from the AAA (or mutually agreeable administrator) panel of neutrals then active on the roster maintained by the AAA (or mutually agreeable administrator) office located in the city of or nearest to your billing address and, unless otherwise mutually agreed, the arbitrator shall be a retired federal judge, a retired state appellate judge, a retired state trial judge, or a lawyer with at least 15 years of experience in that order of preference.

In the event that the AAA or mutually agreeable administrator is unable or unwilling 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).

**Arbitration Procedures and Applicable Law; Offer of Settlement:** Unlike a lawsuit in state or federal court, arbitration is conducted by a private organization that specializes in alternative dispute resolution. Disputes in arbitration are decided by a neutral arbitrator instead of a judge or jury. You may represent yourself in arbitration, or you may be represented by a lawyer.

Under this agreement to arbitrate, a single arbitrator designated by the arbitration administrator will decide the Claim under applicable law. The arbitrator is bound by the terms of this agreement to arbitrate. The AAA or mutually agreeable administrator will apply its code of procedures in effect at the time the arbitration claim is filed. If there is a conflict between that code of procedures and this arbitration provision and/or any sections of this Card Agreement, this arbitration provision and/or this Card Agreement will control. The arbitrator will honor all claims of privilege recognized by law. Subject to the prohibition on class, representative, and consolidation procedures set forth above, the arbitrator will have the power to award to a party any damages or other relief (including relief in equity) provided for under applicable law. That is, a party will be entitled to recover in arbitration any damages or other relief that it could recover if it prevailed in a court proceeding. An arbitrator's award shall consist of a written statement setting forth the disposition of each Claim. At the request of any party, the arbitrator shall also set forth a written explanation of the essential findings and conclusions on which the award is based. An arbitration award shall decide the rights and obligations only of the parties named in the arbitration, and shall not have any bearing on another person or dispute.

If your Claim is for $10,000 or less, you may choose whether the arbitration will be conducted solely on the basis of documents, in a telephonic hearing, or in an in-person hearing.

Any in-person hearing will take place in the federal judicial district that includes your billing address at the time the Claim is filed, unless the parties agree to a different place.

**The Arbitrator's Decision:** The arbitrator's decision will be final and binding on the parties. A party can file a written appeal to the arbitration administrator within thirty (30) days after an award is issued. The appeal will proceed before a panel of three neutral arbitrators designated by the same arbitration administrator. The panel will decide anew all factual and legal issues, following the same rules of procedure, by majority vote any aspect of the original decision objected to. The costs of such an appeal will be borne in accordance with the below paragraph entitled "Fees and Costs". Any review by a court shall be governed by the Federal Arbitration Act. Any final arbitration award will be binding on the named parties and enforceable by any court having jurisdiction.

**Fees and Costs:** We will pay any costs that are required to be paid by us under the arbitration administrator's rules of procedure. If you file the arbitration, you will pay your share of the initial filing fee, unless you seek and qualify for a fee waiver under the applicable rules of the arbitration

administrator. The party filing an appeal shall be responsible for all filing fees and costs of the appeal unless prohibited by administrator's rules of procedure. All parties are responsible for their own attorney's fees, expert fees and any other expenses, unless the arbitrator awards such fees or expenses to you or us if allowed by applicable law.

**Other Parties Subject to this Agreement to Arbitrate:** In addition to you and us, the rights and duties described in this agreement to arbitrate apply to: any third party co-defendant of a claim subject to this arbitration provision; all joint account holders, Additional Cardholders, and Authorized Users of your Account(s).

**How to REJECT this Agreement to Arbitrate:** You can reject this agreement to arbitrate but only if we receive from you a written notice of rejection within 45 days after it was first provided to you. To reject this agreement to arbitrate you must send the notice of rejection to: Credit One Bank, Attention: Arbitration Opt Out, P. O. Box 98873, Las Vegas, NV 89193-8873. Rejection notices sent to any other address will not be accepted or effective. If you decide to reject this agreement to arbitrate in writing, your notice must state that you reject this agreement to arbitrate and include your name, address, account number, and personal signature. Rejection of arbitration will not affect your other rights or responsibilities under this Card Agreement.

**Survival, Severability, and Amendment of Terms:**
*Survival.* This agreement to arbitrate shall survive changes in the Agreement and termination of the Account or the relationship between you and us, including the bankruptcy of any party and any transfer or sale of your Account, or amounts owed on your Account, to another person or entity.
*Severability.* If any part or parts of your agreement to arbitrate are declared unenforceable, then such specific part or parts shall be of no force or effect and shall be severed, but the remainder of this agreement to arbitrate shall continue in full force and effect. If, however, the entire agreement to arbitrate or your waiver of the right to bring or participate in a class or representative action or in consolidation procedures is unenforceable, then the agreement to arbitrate shall be of no force or effect. Notwithstanding the preceding sentence, with respect to California Account Holders, if arbitration is unenforceable, in whole or in part, you and we agree to resolve any Claim by a judicial reference proceeding as described above.
*Amendment in Writing Only.* This agreement to arbitrate may not be amended, severed, or waived, except as expressly provided in the Agreement or in a written agreement between you and us.

## *Other Information*

**Transactions in Foreign Currencies:** If you make a transaction at a merchant that settles in a currency other than U.S. dollars, Mastercard International Incorporated or Visa Incorporated will convert that charge into a U.S. Dollar amount. That conversion will be done at a rate selected by Mastercard or Visa from the range of rates available in wholesale currency markets for the applicable central processing date, which rate may vary from the rate Mastercard or Visa itself receives, or the government-mandated rate in effect for the applicable central processing date. The currency conversion rate used on the processing date may differ from the rate that would have been used on the purchase date or on the date the transaction is posted to your Account. You agree to pay the converted amount, including any charges for the conversion that may be imposed as described above.

**Changes to Your Agreement:** The rates, fees and terms of this Agreement may change and we may add or delete any term to this Agreement, consistent with applicable law. We will give you advance written notice of these changes and a right to reject the change, if required by law.

**Unauthorized Use:** Notify us immediately if your Card is lost or stolen or you suspect that someone is using your Card or Account without your permission.

**Assignment:** We may assign any or all of our rights and obligations under this Agreement. You may not assign any of your rights or obligations under this Agreement.

**No Waiver:** We will not lose our rights under this Agreement because we delay or do not enforce them.

**Governing Law:** This Agreement is governed by and interpreted in accordance with the laws applicable to national banks, and, where no such laws apply, by the laws of the State of Nevada, excluding the conflicts of law provisions thereof, regardless of your state of residence.

**Conformance with Law; Severability:** If any part of this Agreement conflicts with applicable law, that provision will be considered modified to conform to applicable law. If any part of this Agreement is invalid, the rest shall remain in effect, except as otherwise noted in the Arbitration Provision.

## *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 the Billing Inquiries address on the statement.

In your letter, give us the following information:

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

You must contact us:

- Within 60 days after the error appeared on your statement.
- At least 3 business days before an automated payment is scheduled, if you want to stop payment on the amount you think is wrong.

You must notify us of any potential errors in writing. You may call us, but if you do we are not required to investigate any potential errors and you may have to pay the amount in question.

**What Will Happen After We Receive Your Letter**

When we receive your letter, we must do two things:

1. Within 30 days of receiving your letter, we must tell you that we received your letter. We will also tell you if we have already corrected the error.
2. Within 90 days of receiving your letter, we must either correct the error or explain to you why we believe the bill is correct.

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

- We cannot try to collect the amount in question, or report you as delinquent on that amount.
- The charge in question may remain on your statement, and we may continue to charge you interest on that amount.
- While you do not have to pay the amount in question, you are responsible for the remainder of your balance.
- We can apply any unpaid amount against your credit limit.

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

*If we made a mistake:* You will not have to pay the amount in question or any interest or other fees related to that amount.

*If we do not believe there was a mistake:* You will have to pay the amount in question, along with applicable interest and fees. We will send you a statement of the amount you owe and the date payment is due. We may then report you as delinquent if you do not pay the amount we think you owe.

If you receive our explanation but still believe your bill is wrong, you must write to us within 10 days telling us that you still refuse to pay. If you do so, we cannot report you as delinquent without also reporting that you are questioning your bill. We must tell you the name of anyone to whom we reported you as delinquent, and we must let those organizations know when the matter has been settled between us.

If we do not follow all of the rules above, you do not have to pay the first $50.00 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 $50.00. (Note: Neither of these are necessary if your purchase was based on an advertisement we mailed to you, or if we own or operate the company that sold you the goods or services.)
2. You must have used your credit card for the purchase. Purchases made with cash advances from an ATM or with a check that accesses your credit card account do not qualify.
3. You must not yet have fully paid for the purchase.

If all of the criteria above are met and you are still dissatisfied with the purchase, contact us in writing at the Billing Inquiries address shown on your statement.

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

## ***Rewards Program Supplement***

This document ("Supplement") describes the terms and conditions of the Credit One Bank Cash Back Rewards Program ("Program") and supplements the Card Agreement that governs your credit card account issued by Credit One Bank, N.A. (the "Account"). By using the Account, you agree to participate in the Program. Your participation is subject to the terms of the Card Agreement, including the arbitration agreement, if applicable, and this Supplement. In the event of a conflict between the Card Agreement and this Supplement, with respect to matters relating to the Program, this Supplement controls.

**Earning Cash Back Rewards**: You earn cash back rewards for purchases using your Account minus returns, refunds, disputed charges and fraudulent transactions ("Net Eligible Purchases"), equal to 3% of Eligible Purchases (as defined below) made with your Account. You do not earn cash back rewards on Cash Advances, Balance Transfers, purchases made using PayPal, interest, fees, and other charges. If your Account is in default, as defined in your Card Agreement, at the time the cash back rewards are to be posted to your Account, you WILL NOT receive the applicable credit for cash back rewards. Cash back rewards have no cash value; however, when redeemed in accordance with the Program have a redemption value. See "**Redeeming Cash Back Rewards**" below. Cash back rewards may not be transferred to any other person including through such events as inheritance, bankruptcy or divorce.

Earning and accruing cash back rewards is not limited as long as your Account is in good standing, and you may have a negative cash back rewards balance (because of returns and other post transaction action). If your Account has a negative cash back rewards balance, any newly earned cash back rewards will be used to offset that negative balance until that balance has been brought to zero. As long as your Account is in good standing, your cash back rewards do not expire. Cash back rewards are forfeited 90 days after your Account is closed by you or us. If we find evidence of misuse, fraud or the Account is in default, as defined in your Card Agreement, no redemptions of your cash back rewards, automatic or manual, will be permitted; provided that if your Account is closed because of nonpayment, you will have 90 days to redeem any cash back rewards from the date the notice is sent to you. See "**Redeeming Cash Back Rewards**." Cash back rewards from separate accounts cannot be combined. Authorized Users earn cash back rewards on the Account, but only the primary Cardholder may redeem cash back rewards.

**Merchant Categories:** Merchants who accept credit cards are assigned a merchant code, which is determined by the merchant or its processor in accordance with the applicable credit card network's procedures based on the kinds of products and services they primarily sell. We have no control over merchant codes. Please note:

- We make every effort to include all relevant merchant codes in our cash back rewards categories. However, even though a merchant or some of the items that it sells may appear to fit within a cash back rewards category, the merchant may not have a merchant code in that category or may not use an eligible merchant code. When this occurs, purchases with that merchant will not qualify for cash back rewards on purchases in that category.
- A merchant with more than one location may submit Purchases using different codes, including codes that are not eligible under this Program. This means that Purchases from the same merchant at a different location may result in no cash back rewards. Purchases made without an eligible code WILL NOT qualify for cash back rewards.
- Purchases submitted by you, an authorized user, or the merchant through third-party payment accounts, mobile or wireless card readers, online or mobile digital wallets, or similar technology will not qualify in a cash back rewards category if the technology is not set up to process the purchase in that cash back rewards category.

**Eligible Purchases:** Eligible Purchases are Purchases from the following merchants:

- Amazon.com using the merchant name AMAZON, AMZN, or PRIME in the following categories:
  - Digital Goods – Large Digital Goods Merchant,
  - Digital Goods Media - Books, Movies, Digital artwork/ images, Music,
  - Miscellaneous General Merchandise,
  - Grocery Stores and Supermarkets,
  - Record Stores,
  - Book Stores,
  - Variety Stores, Direct Marketing – Continuity/Subscription Merchant,
  - Cable, Satellite and Other Pay Television/Radio/ Streaming Services, and
  - Miscellaneous and Specialty Retail Stores.
- Walmart® using the merchant name WALMART, WAL MART, WAL-MART, WM SUPERCENTER in the following categories:
  - Discount Stores,
  - Department Stores,
  - Grocery Stores and Supermarkets,
  - Service Stations (With or without Ancillary Services),
  - Automated Fuel Dispensers,
  - Eating Places and Restaurants,
  - Drug Stores and Pharmacies,
  - Direct Marketing – Continuity/Subscription Merchant,
  - Miscellaneous and Specialty Retail Shops,

    - Optometrists and Ophthalmologists,
    - Opticians, Optical Goods, and Eyeglasses, and
    - Medical Services and Health Practitioners (Not Elsewhere Classified).
- Target® using the merchant name TARGET in the following categories:
    - Discount Stores,
    - Grocery Stores and Supermarkets,
    - Eating Places and Restaurants,
    - Miscellaneous and Specialty Retail Shops,
    - Opticians, Optical Goods, and Eyeglasses, and
    - Medical Services and Health Practitioners (Not Elsewhere Classified).

The listed merchants are not affiliated with Credit One Bank and are not sponsors of this Program or the Credit One Bank credit card. All trademarks are the property of their owners. Amazon, the Amazon.com logo, the smile logo, and all related logos are trademarks of Amazon.com, Inc. or its affiliates. Walmart, Wal- Mart and the Spark Design and all related logos are trademarks of Walmart, Inc. Target and the Bullseye Design and all related logos are trademarks of Target Brands, Inc.

**Redeeming Cash Back Rewards:** Cash back rewards may be redeemed automatically ("Automatic Redemption") only for statement credits; or redeemed manually ("Manual Redemption") for statement credits, gift cards, or other goods or services. You can switch between Automatic Redemption and Manual Redemption, but in order to do so, you must have an online account that you can access via creditonebank.com or the Credit One Bank Mobile App. All cash back rewards redemptions are subject to terms and conditions set forth in this Supplement and at https://www.creditonebank.com/RewardsRedemptionTerms.

- Manual Redemption: Upon Account opening, your Account will be set to Manual Redemption. Cash back rewards will post to your Account within thirty-seven days after a Net Eligible Purchase posts to your Account. The amount of cash back rewards you need to redeem for consumer goods and services will be determined at redemption and may change without notice. The most up-to-date amount of cash back rewards you have available to redeem (which reflects any adjustments, transfers, or redemptions) is available online or by calling the customer service number and may differ from the available cash back rewards shown on your last monthly billing statement.
- Automatic Redemption: Cash back rewards may be redeemed automatically as statement credits. To do so, you must change your redemption setting from Manual Redemption to Automatic Redemption. If you switch from Manual Redemption to Automatic Redemption, any cash back rewards balance accrued while your Account has a Manual Redemption setting will be applied to your Account as a statement credit in any month your redemption setting is set to Automatic Redemption as of 3:00 p.m. Central Time on the first day of the month. We will post a statement credit to your Account within thirty-seven days after the end of the month based on the Net Eligible Purchases posted to your Account from the first day to the last day of the current month. You will receive an automatic rewards credit on each statement that has at least one Net Eligible Purchase.

**Feedback:** If you send or transmit any communications, comments, questions, suggestions, or related materials, whether by letter, e-mail, telephone, or otherwise ("Feedback"), suggesting or recommending changes to the Program or how cash back rewards are fulfilled, including, without limitation, new features or functionality, you grant us and any of our vendors a perpetual right to use the Feedback for our own and their own, respective internal business purposes. Further, we, our service providers, vendors and any subcontractors disclaim any liability to you for any such use of Feedback for our or their own, respective internal business purpose.

**Consumer Goods/Services Disclaimer: BY PARTICIPATING IN THE PROGRAM, YOU ACKNOWLEDGE AND AGREE THAT CREDIT ONE BANK AND ITS VENDORS ARE ONLY PROVIDING THE PROGRAM TO EARN AND REDEEM CASH BACK REWARDS AND NOT PROVIDING CONSUMER GOODS OR SERVICES. CREDIT ONE BANK AND ITS VENDORS ARE NOT INVOLVED IN WARRANTING ANY CONSUMER GOODS OR SERVICES WHICH YOU MAY ACQUIRE UTILIZING THE PROGRAM AND REDEMPTION SERVICES. CREDIT ONE BANK AND ITS VENDORS DO NOT MAKE, AND AFFIRMATIVELY DISCLAIM, ANY AND ALL WARRANTIES, EXPRESS OR IMPLIED, WITH RESPECT TO SUCH CONSUMER GOODS OR SERVICES, INCLUDING WITHOUT LIMITATION, ANY WARRANTY OF MERCHANTABILITY, SUITABILITY FOR A PARTICULAR PURPOSE, OR AGAINST INFRINGEMENT. WARRANTIES FOR CONSUMER GOODS AND SERVICES ARE LIMITED TO THE APPLICABLE THIRD-PARTY SUPPLIER'S WARRANTIES AND RETURN POLICIES. BY PARTICIPATING IN THE PROGRAM, YOU ACKNOWLEDGE AND AGREE TO LOOK SOLELY TO THE APPLICABLE MERCHANT PROVIDING THE CONSUMER GOODS AND/OR SERVICES REDEEMED OR PURCHASED BY YOU UTILIZING THE PROGRAM FOR ANY WARRANTY, REMEDY, OBLIGATION AND/OR LIABILITY WITH RESPECT TO SUCH CONSUMER PRODUCTS AND/OR SERVICES. BY PARTICIPATING IN THE PROGRAM, YOU RELEASE CREDIT ONE BANK AND ITS VENDORS FROM ANY AND ALL LIABILITY WITH RESPECT TO SUCH CONSUMER GOODS AND SERVICES.**

**Information Disclaimer: IN THE COURSE OF PROVIDING THE PROGRAM AND REDEMPTION SERVICE FOR CONSUMER GOODS AND/OR SERVICES, CREDIT ONE BANK AND/ OR ITS VENDORS MAY INTEGRATE WITH THIRD-PARTY SUPPLIERS SELECTED OR CHANGED BY CREDIT ONE BANK AND/OR ITS VENDORS, IN THEIR SOLE DISCRETION, FOR THE FULFILLMENT OF SUCH CONSUMER GOODS AND/OR SERVICES REDEEMED OR PURCHASED UTILIZING THE PROGRAM. IN ORDER TO FACILITATE FULFILLMENT OF THE CONSUMER GOODS AND SERVICES WITH THE THIRD-PARTY SUPPLIERS, CREDIT ONE BANK AND/OR ITS VENDORS MAY SEND YOUR REQUIRED PERSONAL AND OTHER INFORMATION (WHICH CAN INCLUDE, BUT IS NOT LIMITED TO FIRST NAME, LAST NAME, SHIPPING ADDRESS, PHONE NUMBER AND EMAIL ADDRESS) TO THIRD-PARTY SUPPLIERS TO FACILITATE THE PURCHASE OR REDEMPTION. BY PARTICIPATING IN THE PROGRAM AND REDEEMING CASH BACK REWARDS FOR CONSUMER GOODS OR SERVICES, YOU THEREFORE AGREE THAT**

**CREDIT ONE BANK AND ITS VENDORS WILL NOT BE HELD RESPONSIBLE AND YOU HEREBY RELEASE CREDIT ONE BANK AND ITS VENDORS FROM ANY LIABILITY FOR YOUR INFORMATION AFTER IT IS INPUT INTO THE REDEMPTION FULFILLMENT SERVICES, FOR THE EXCLUSIVE BENEFIT OF, AND USE BY, THE THIRD-PARTY SUPPLIER, BY YOU AND CORRECTLY TRANSMITTED TO THE THIRD-PARTY SUPPLIER FOR ORDER FULFILLMENT. AFTER YOUR INFORMATION IS PLACED INTO THE REDEMPTION FULFILLMENT SERVICE, YOUR INFORMATION SHALL BE SUBJECT TO THE PRIVACY POLICY AND TERMS OF SUCH THIRD-PARTY SUPPLIER.**

**Program Restrictions:** Cash back rewards posted as a statement credit will reduce the balance on your Account but will not count as payments. You will still be required to pay at least the Minimum Payment Due as shown on your billing statement each month. You WILL NOT earn cash back rewards for Purchases made while your Account is in default as defined within your Card Agreement. This Program excludes Accounts already enrolled in a different Credit One Bank cash back or other rewards program.

**Changes:** The Program may be changed (added to, modified or deleted) by us at any time, including without limitation changes to the definition of eligible and non-eligible purchases. We will give you prior notice to the extent required by law. Any revision may affect your ability to earn or redeem cash back rewards.

**Termination:** We may suspend or terminate the Program or your participation in the Program at any time and will give you prior notice to the extent required by law. If we suspend or terminate the Program or your participation in the Program, you will have 90 days to redeem any cash back rewards from the date notice is sent to you. See "**Redeeming Cash Back Rewards**."

**Limited Liability:** Unless otherwise required by law, this Program, or our Card Agreement with you, we will not be liable to you or anyone making a claim on your behalf, in connection with: (1) any change or termination of the Program; (2) any loss, damage, expense or inconvenience caused by any occurrence outside of our control; (3) any taxes that you incur as a result of receiving cash back rewards, payment of which taxes will be your responsibility; (4) any merchandise or services you purchase, or for any direct, indirect or consequential damages with respect to the use of your Account. In any event, any liability that Credit One Bank may have to you in connection with the Program shall be limited to the amount of any cash back rewards you have earned in this Program. The Program and cash back rewards are void or limited where prohibited or restricted, respectively, by federal, state or local law.

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# *CARD AGREEMENT*

## *Pricing Summary*

| Interest Rates and Interest Charges | |
|---|---|
| **ANNUAL PERCENTAGE RATE (APR) for Purchases** | **29.74%**<br>This APR will vary with the market based on the Prime Rate. |
| **ANNUAL PERCENTAGE RATE (APR) for Balance Transfers** | **29.74%**<br>This APR will vary with the market based on the Prime Rate. |
| **ANNUAL PERCENTAGE RATE (APR) for Cash Advances** | **31.74%**<br>This APR will vary with the market based on the Prime Rate. |
| **Paying Interest** | Your due date is at least 24 days after the close of each billing cycle. We will not charge you any interest on Purchases if you pay your entire balance by the due date each month. We will begin charging interest on Cash Advances and Balance Transfers from the posting date. |
| **Minimum Interest Charge** | If you are charged interest, the charge will be no less than $1.00. |
| **For Credit Card Tips from the Consumer Financial Protection Bureau** | **To learn more about factors to consider when applying for or using a credit card, visit the website of the Consumer Financial Protection Bureau at http:// www.consumerfinance.gov/learnmore.** |
| **Fees** | |
| **Annual Fee** | **$0** |
| **Transaction Fees**<br>• Cash Advance<br>• Balance Transfer<br>• Foreign Transaction | <br>Either **$10** or **5%** of the amount of each Cash Advance, whichever is greater.<br>Either **$10** or **5%** of the amount of each Balance Transfer, whichever is greater.<br>None |
| **Penalty Fees**<br>• Late Payment<br>• Returned Payment | <br>Up to **$39***<br>Up to **$39**** |

**How We Will Calculate Your Balance:** We use a method called "average daily balance (including new Purchases)." See your Card Agreement for more details.

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

***Late Payment Fee:** We will charge the maximum safe harbor amount, which is set annually in accordance with 12 C.F.R. 1026.52(b)(1)(ii)(D). Currently the fee is $29, unless you incurred a Late Payment Fee during the prior six billing cycles. If you did, the fee is currently $39. This fee will not

exceed the related Minimum Payment that was due. We charge a Late Payment Fee to your Account if at least the Amount Due This Period (less any Late Payment Fee for the current billing cycle) plus any Past Due Amount is not received by 5:00 p.m. PT on the Payment Due Date shown on your statement.

****Returned Payment Fee:** We will charge the maximum safe harbor amount, which is set annually in accordance with 12 C.F.R. 1026.52(b)(1)(ii)(D). If a payment is not honored upon first presentment, even if the payment is later honored, a Returned Payment Fee will be charged to your Account. Currently, the fee is $29, unless you incurred a Returned Payment Fee in the prior six billing cycles. If you did, the fee is currently $39. This fee will not exceed the related Minimum Payment that was due.

**Additional Rate Information:** The Purchase and Balance Transfer APR equals the Prime Rate plus a margin of 22.99%. This corresponds to a monthly periodic rate of 2.47833%. The Cash Advance APR equals the Prime Rate plus a margin of 24.99%. This corresponds to a monthly periodic rate of 2.64500%.

**Minimum Payments:** 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 the sum of:

- 5% of your outstanding balance, rounded up to the next whole dollar, or $30, whichever is greater;
- any Late Payment Fee for the current billing cycle;
- and any Past Due Amount (excluding any past due Late Payment Fees).

## ***The Agreement***

This Agreement, together with the Pricing Summary, is your contract with us.

**Accepting this Agreement:** You accept this Agreement when you use the Account. You may still reject this Agreement if you have not yet used the Card, used the Account, or paid a fee after receiving a billing statement. To reject the Agreement, call us at 866-515-5721 or write us at Bank Card Center, P.O. Box 95516, Las Vegas, NV 89193-5516. If you reject the Agreement, you are not responsible for any fees or charges.

**Arbitration:** This Agreement includes an Arbitration Provision with class action and jury trial waivers. You can reject the Arbitration Provision. See "How to REJECT this agreement to arbitrate" in the Arbitration section. If you do not, it will be part of this Agreement.

**Promise to Pay:** You agree to pay us for all amounts due on your Account, including credit for Purchases, Balance Transfers, and Cash Advances, as well as interest charges and fees. This includes charges made by Additional Cardholders and other Authorized Users.

## ***Definitions***

**Account** means the Credit One Bank card account under this Agreement.

**Authorized User** means any person you allow to use your Account or Card, including Additional Cardholders. If the Authorized User has been issued a Card and you want to terminate the Authorized User, you must notify us by telephone or in writing.

**Balance Transfer** means a transaction we designate that allows you to use your Account to pay another creditor or yourself. Balance Transfers cannot be used to pay us or our affiliates. A Balance Transfer will be subject to the terms of the Balance Transfer offer and this Agreement.

**Card** refers to one or more cards or access devices, including your Account number, that we give you or someone else with your authorization to get credit under this Agreement.

**Cardholder** refers to each person with a card issued in their name.

**Cash Advance** means the use of your Account to obtain funds at a financial institution or the use of a Convenience Check.

**Convenience Check** means a check we issue to you to take a Cash Advance. You may not use these checks to pay us or our affiliates.

**Purchase** means the use of the Account to obtain goods or services.

**Prime Rate** means the highest U.S. Prime Rate in the Money Rates section of The Wall Street Journal on the 25th day of the month, or the next day if that day is not a publication day. If The Wall Street Journal does not publish the U.S. Prime Rate, we may substitute another index.

**we**, **us**, **our**, and **Credit One Bank** refer to Credit One Bank, N.A., the issuer of your Card.

**you**, and **your** refer to each person who has applied for the Account and where appropriate, the Authorized User.

## ***Features and Use of Your Account***

**Using Your Card:** You may make Purchases wherever the Card is accepted. You may use the Account to obtain Cash Advances, but you may not make more than two Cash Advance transactions per day which may not exceed the lower of your available credit for cash or $200. You may use the Account for only personal, family, or household purposes, and if your Account is used for any other purpose you are still responsible for such use. You may not use the Account for business or commercial purposes. The Account may not be used for online or internet gambling or illegal purposes.

**Your Credit Limit:** We will tell you your credit limit. Keep your Account balance below your credit limit. If you do not, you must still pay us. We may designate part of your credit limit as a Cash Advance limit and part as a Balance Transfer limit. We may change your credit limit(s) at any time, without notice. You may use a portion of your credit limit for Cash Advances and Balance Transfers. Each Purchase, Cash Advance, and Balance Transfer obtained will reduce the amount of available credit under your credit limit until it is repaid. We may delay increasing your available credit by the amount of any payment that we receive for up to 12 calendar days.

**Credit Limit Increase:** To request a credit limit increase contact the Customer Service number on your statement. We may impose a fee for processing the request.

**Credit Authorizations:** We may decline to authorize a transaction for any reason. We will not be liable to you if we decline a transaction or if anyone refuses any use of your Card.

**Automatic Billing:** You may set up automatic billing with a merchant. You authorize us to provide an updated Account number or Card expiration date to any merchant at our discretion. Contact the merchant to stop automatic billing.

**Joint Accounts:** If this is a joint account, each of you is responsible individually and together for all amounts owed. Each of you is responsible even if the Account is used by only one of you. You will continue to be liable for the entire balance of the Account, even if your co-applicant is ordered by a court to pay us. You will remain liable to us if your co-applicant fails to pay as ordered by the court. Your Account status will continue to be reported to the credit reporting agencies under each of your names. The delivery of notices or billing statements to either of you serves as delivery to each of you. We may rely on instructions given by either of you. We are not liable to either of you for relying upon such instructions.

**Electronic Access:** Applications (apps) on electronic devices (such as mobile wallets) can store your Card and can be used to get credit under this Agreement. Such transactions are covered by this Agreement. Apps may have separate terms of use. We are not responsible if you violate those terms or for any consequences from violating those terms.

**Additional Cardholder:** At your request, we may, at our discretion, issue, in the name of another person, an additional Card on your Account. That person is an Additional Cardholder, as well as an Authorized User. An Additional Cardholder has access to certain Account information including balance, available credit and payment information. If you advise us that the Additional Cardholder is your spouse, information regarding the Account will be provided to consumer reporting agencies in your name as well as in the name of the Additional Cardholder. By requesting that we add an Additional Cardholder to your Account, you represent that you (1) have the consent of the Additional Cardholder to be added to the Account, (2) have provided a copy of this Agreement to the Additional Cardholder, and (3) if the Additional Cardholder is your spouse, you have told the Additional Cardholder that Credit One Bank will furnish credit information about them to the credit reporting agencies in connection with the Account. The Additional Cardholder may report the Card lost or stolen and may remove him or herself from the Account.

## ***Interest Rates and Interest Changes***

**Annual Percentage Rates (APRs):** See the Pricing Summary for your APRs. The APR for Balance Transfers will be the same as the APR for standard Purchases, unless a promotional rate applies.

**Variable Rates:** Your Pricing Summary indicates whether you have any variable APRs. Variable APRs are determined by adding to the Prime Rate the number of percentage points ("margin") specified in the Pricing Summary. Variable APRs will increase or decrease when the Prime Rate changes. The APR change will take effect beginning with billing cycles that end on or after the first day of the month after the month in which the Prime Rate changes. An increase in the APR will increase your interest charges and may increase your Minimum Payment Due.

**Average Daily Balance Method (including new transactions):** We calculate interest each billing cycle by first figuring the "average daily balance" for each type of balance. Standard Purchases, standard Cash Advances, standard Balance Transfers, and each promotional offer, are all types of balances.

For each type of balance, for each billing cycle, we start with the balance on the last day of your previous billing cycle. We subtract any unpaid interest. This is the beginning balance each day. Each day of the billing cycle we subtract any new payments and credits applied to that type of balance. We add any new transactions and fees for that type of balance. We add Purchases, Cash Advances, and Balance Transfers on the post date. We add transaction fees on promotional rate and non-promotional rate Balance Transfers to the same type of balance as the transaction. We add all other fees to the standard Purchase balance. This gives us the daily balance for that type of balance, except that if the daily balance is negative, we treat it as zero. We then add up all of the daily balances and divide by the number of days in the billing cycle. This gives us the "average daily balance" for that type of balance. We multiply the average daily balance by the applicable monthly periodic rate (the APR divided by 12). This gives us the interest charged for that type of balance for that billing cycle. This interest is included in the Account balance on the last day of the billing cycle. The results for all types of balances are then added together to determine the total interest charged that billing cycle.

**When Interest Begins:** We begin to impose interest on a transaction or fee from the day we add it to the daily balance. We continue to impose interest 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 billing statement by the Payment Due Date shown on that billing statement, we will not impose interest on new Purchases paid by the Payment Due Date on your current billing statement. The Payment Due Date will be at least 24 days after the close of the billing cycle. If you have been paying your Account balance in full and thereby avoiding interest on Purchases, but then do not pay the next New Statement Balance in full by the Payment Due Date, in that billing cycle we will start charging interest on the unpaid portion of your balance.

## ***Fees***

See the Pricing Summary for additional Fee information.

**Annual Fee:** If your Account is subject to an Annual Fee, the amount and when it is billed is shown on the Pricing Summary. The Annual Fee is billed to the Account until the Account is closed and the outstanding balance is paid in full. The Annual Fee is refundable as long as you cancel your Account and have not used your card for any Purchases, Cash Advances, or Balance Transfers and you have not made a payment.

**Credit Limit Increase Fee:** If a fee is imposed for processing a Credit Limit increase request, we will tell you the amount of the fee at the time of your request and before you agree to it.

**Foreign Transaction Fee:** We add this fee, unless "None" is stated in the Pricing Summary table, for each purchase made outside the U.S. (A purchase is made outside the U.S. unless it is made with a U.S. merchant, processed completely in the U.S., and in U.S. dollars.) The fee is a percentage of the U.S. dollar amount of the purchase. American Express charges a foreign currency conversion fee of 1% of the amount of the transaction in U.S. dollars. This fee is included as part of the Foreign Transaction Fee listed in the Pricing Summary.

**Optional Express Payment Service Fee:** If a representative of ours helps expedite your payment, we may impose an Express Payment fee. You will be informed of the amount of the fee before you complete the transaction.

**Duplicate Statement Fee:** If you request a duplicate copy of a monthly statement, for any purpose other than to assert a billing error, you will be charged a fee of up to $10 for each statement copy requested.

**Sales Slip Request Fee:** If you request a copy of a sales slip, for any purpose other than to resolve a dispute about the charges on your Account, you will be charged a fee of $6 for each sales slip copy requested.

**Replacement Card Fee:** If you request a replacement card, a Replacement Card Fee of up to $25 may be charged to your Account.

## ***Payments***

**Minimum Payment Due:** See the Pricing Summary for the minimum payment requirements.

**Small Balances:** As it is uneconomical for both you and us to process payments or maintain credits that are $1 or less in amount, you agree as follows: (1) In any billing cycle in which you have had no transactions and your New Balance on the billing date is $1 or less, the balance will be rounded to zero and you will not receive a bill for this amount. (2) In the event that you have a credit balance of $1 or less for two consecutive billing cycles, the balance will be rounded to zero and you will not receive a refund of this amount.

**Payment Instructions:** You must pay us in U.S. dollars, in funds on deposit in the U.S. 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.

**Irregular Payments:** Any payment submitted in offer of settlement of a disputed debt, including any item containing a notation such as "paid in full," and any other item with a restrictive endorsement, must be sent to: Credit One Bank, P.O. Box 95516, Las Vegas, NV 89193-5516. We can accept late payments, partial payments, and checks or other items with restrictive endorsements at any other address without losing any of our rights under this Agreement.

**Postdated Checks:** You agree that we need not examine any payment check to confirm that it is not postdated and that we may deposit any postdated check on the day we receive it.

**Payment Allocation:** We apply payments up to the Minimum Payment Due and credits at our discretion, which may result in balances at lower APRs being paid first and higher interest charges. Payments over the Minimum Payment Due will be applied to balances with higher APRs first.

## ***Collecting, Sharing, and Updating Information***

**Customer Privacy:** We send you our Privacy Policy when you open your Account and thereafter in accordance with applicable law. 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. You accept the terms of our Privacy Policy when you use the Account. Contact us or visit CreditOne.com if you would like a copy.

**Information About You:** You authorize us to obtain and/or use information about you from third parties and credit reporting agencies to: (1) verify your identity and/or conduct investigative inquiries; (2) determine your income and credit eligibility; (3) review your Account and provide renewal of credit; (4) verify your current credit standing in order to present future credit limit increases or decreases; (5) qualify you for and present additional lines of credit or other offers; and (6) collect amounts owing on your Account. Upon request, we will tell you the name and address of any credit reporting agency that provided us with information concerning you.

**Furnishing Information:** We may furnish information concerning your Account or credit file to consumer reporting agencies and others who may properly receive that information. If you believe that information we furnished is inaccurate or incomplete, please write us at Credit One Bank, P. O. Box 98873, Las Vegas, NV 89193-8873. Please include your name, address, home phone number and Account number.

**Telephone Calls, Text Messages and Emails Regarding Your Account:** You are providing express written permission and consent authorizing Credit One Bank and our agents, servicers, contractors, subsidiaries, affiliates, officers, and other partners and employees to contact you at any phone number (including mobile, cellular/wireless, or similar devices) or email address you provide at any time, for any lawful purpose. The ways in which we may contact you include live operator, dialing system, automatic telephone dialing systems (auto-dialer), prerecorded and artificial voice message, text/SMS message or email. Phone numbers and email addresses you provide include those you give to us, those from which you, or someone acting on your behalf, contact us or which we obtain through other means. If you provide a phone number for which you are not the owner, you confirm you are authorized to provide that number. Such lawful purposes include, but are not limited to: obtaining information; activation of the card for verification and identification purposes; account transactions or servicing related matters; suspected fraud or identity theft; collection on the Account; and providing information about special products and services. You agree to pay any fee(s) or charge(s) that you may incur for incoming communications from us or outgoing communications to us, to or from any such number or email address, without reimbursement from us.

**Communication Revocation:** You may revoke your authorization for most communications. However, you cannot revoke authorization for fraud related communications or legally required communications. To change your communication preferences or to revoke consent you must write us. Please:

- include your name, mailing address, and the last four digits of your Account number;
- specify whether you are changing your preferences regarding mail, telephone calls, emails, and/or text or SMS messages;
- provide the specific phone number(s) and/or email address for which you are requesting communications to cease;
- send this written notice to: Credit One Bank, P.O. Box 98873, Las Vegas, NV 89193-8873.

Certain communication preferences can be changed on-line. Please log in to your Account to see if that option is available.

**Telephone Monitoring:** You agree that we (and our servicers, agents and contractors) may monitor and record any calls between you and us.

**Updating Your Phone Number:** Notify us immediately if you change mobile or cell phone numbers or plan to give your phone to someone else. It is your responsibility to provide us with a true, accurate and complete mobile number and to maintain and update promptly any changes in this information. You can update your mobile number by calling us at the phone number on the back of your Card.

**Indemnification:** If you provide telephone number(s) for which you are not the subscriber, or fail to notify us when you cease to be the subscriber for a telephone number you previously gave us, you agree to indemnify us, our subsidiaries, affiliates, officers, agents, servicers, contractors, and other partners and employees for any costs and expenses, including reasonable attorneys' fees, incurred as a result of us contacting or attempting to contact you at the number(s). Your obligation under this paragraph shall survive termination of the Agreement.

## *Account Closure*

**Default:** You are in default under this Agreement if (1) bankruptcy or another insolvency proceeding is filed by or against you; (2) we reasonably believe you are unable or unwilling to repay us; (3) you die or are legally incompetent or incapacitated; (4) you fail to comply with the terms of this Agreement, including failing to make a required payment when due, exceeding your credit limit or using your Card or Account for an illegal transaction; (5) you give us misleading, false, incomplete or incorrect information or fail to give us any information we deem necessary; or (6) if you no longer permanently reside in the United States or its territories. If you are in default, we may declare the entire Account balance immediately due and payable without advance 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.

**Closing Your Account:** You may close your Account at any time. You will remain responsible for any amount you owe us under this Agreement. Any joint Cardholder may cancel a joint Account. However, both of you will remain responsible for paying all amounts owed. If your Account is subject to an Annual Fee, the fee will continue to be charged until you pay your outstanding balance in full.

We may cancel, suspend or not renew your Card, Account, or access to the credit line at any time and for any reason without notice. If your Account is closed by us, the Annual Fee will continue to be charged until you pay your outstanding balance in full.

However, when your Account is closed, if there is: (1) a debit balance of $1 or less, that balance will be rounded to zero and you will not be required to pay this amount; or (2) a credit balance of $1 or less, that balance will be rounded to zero and this amount will not be refunded to you. The rounding to zero may occur after your closing statement cycles, and you may not receive a statement reflecting the rounding.

## *Arbitration Agreement*

**PLEASE READ CAREFULLY—IMPORTANT—AFFECTS YOUR LEGAL RIGHTS**

This agreement to arbitrate provides that you or we can require controversies or disputes between us to be resolved by BINDING ARBITRATION. You have the right to REJECT this agreement to arbitrate by using the procedure explained below.

If you do not reject this agreement to arbitrate, you GIVE UP YOUR RIGHT TO GO TO COURT and controversies or disputes between us will be resolved by a NEUTRAL ARBITRATOR INSTEAD OF A JUDGE OR JURY, using rules that are simpler and more limited than in a court. Arbitrator decisions are subject to VERY LIMITED REVIEW BY A COURT. Arbitration will proceed INDIVIDUALLY— CLASS ACTIONS AND SIMILAR PROCEDURES WILL NOT BE AVAILABLE TO YOU.

**Agreement to Arbitrate:** You and we agree that either you or we may, without the other's consent, require that controversies or disputes between you and us (all of which are called "Claims"), be submitted to mandatory, binding arbitration. This agreement to arbitrate is made pursuant to a transaction involving interstate commerce, and shall be governed by, and enforceable under, the Federal Arbitration Act (the "FAA"), 9 U.S.C. §1 et seq., and (to the extent State law is applicable), the laws of the State of Nevada.

For purposes of this agreement to arbitrate, "you" includes you, any co-applicant, any Authorized User (including Additional Cardholders), or anyone else connected with you or claiming through you; and "we" or "us" includes Credit One Bank, N.A., all of its parents, subsidiaries, affiliates, successors, predecessors, employees, and related persons or entities, and all third parties who are regarded as agents or representatives of us in connection with the subject matter of the claim or dispute at issue.

**Covered Claims:** Claims subject to arbitration include, but are not limited to, any controversies or disputes arising from or relating in any way to your Account; any transactions involving your Account; any disclosures made to you concerning your Account; any interest, charges, or fees assessed on your Account; any service(s) or programs related to your Account; and, if permitted by the rules of the arbitration forum, any collection of debt related

to your Account. Claims also include controversies or disputes arising from or relating in any way to advertising, solicitations, or any application for, approval of, or establishment of your Account. Claims subject to arbitration include any controversies or disputes based on any theory of law, whether contract, tort, statute, regulation, common law, or equity, or whether they seek legal or equitable remedies. All Claims are subject to arbitration whether they arose in the past, may currently exist, or may arise in the future. Arbitration will apply even if your Account is closed, you pay us in full any outstanding debt you owe, or you file for bankruptcy. Also, controversies or disputes about the validity, enforceability, coverage, meaning, or scope of this agreement to arbitrate or any part thereof are subject to arbitration and are for the arbitrator to decide. Any questions about what Claims are subject to arbitration shall be resolved by interpreting this agreement to arbitrate in the broadest way the law will allow it to be enforced.

**Claims Not Covered:** Claims (whether brought initially or by counter or cross-claim) are not subject to arbitration if they are filed by you or us in a small claims court, so long as the case remains in such court and only individual claims for relief are advanced in the case.

**No Class Arbitration or Consolidation or Joinder of Parties:** Class actions and other similar procedures in which individuals seek to represent similarly situated individuals or seek relief on behalf of the general public, and consolidation or joinder of Claims (except for claimants on the same account), are NOT available under this agreement to arbitrate. Claims in arbitration will proceed on an INDIVIDUAL basis only:

> UNLESS YOU REJECT THIS AGREEMENT TO ARBITRATE, YOU AND WE WAIVE THE RIGHT TO ASSERT OR PARTICIPATE IN A CLASS ACTION OR ANY REPRESENTATIVE OR CONSOLIDATED PROCEEDING IN COURT OR IN ARBITRATION.

The arbitrator shall have no authority to entertain any Claim as a class action or private attorney general action or on any other similar representative basis, nor shall the arbitrator have any authority to consolidate or join Claims brought by separate claimants (except for claimants on the same account). This also means that the arbitrator 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.†

†**Notice to California Account Holders:** This agreement to arbitrate shall not be construed to prevent you from seeking in the arbitration the remedy of public injunctive relief if (a) you reside in California, (b) you resided in California at the time you entered into this agreement to arbitrate, or (iii) the billing address for your Account is a California address (hereafter, "California Account Holder").

**Initiation of Arbitration:** The arbitration shall be administered by the American Arbitration Association ("AAA") before a single arbitrator under the AAA's Consumer Arbitration Rules, or by a mutually agreeable administrator, before a single arbitrator, as modified by this arbitration provision. Information about the arbitration process for AAA can be obtained from the AAA at www.adr.org. The arbitrator shall be selected from the AAA (or mutually agreeable administrator) panel of neutrals then active on the roster maintained by the AAA (or mutually agreeable administrator) office located in the city of or nearest to your billing address and, unless otherwise mutually agreed, the arbitrator shall be a retired federal judge, a retired state appellate judge, a retired state trial judge, or a lawyer with at least 15 years of experience in that order of preference.

In the event that the AAA or mutually agreeable administrator is unable or unwilling 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).

**Arbitration Procedures and Applicable Law; Offer of Settlement:** Unlike a lawsuit in state or federal court, arbitration is conducted by a private organization that specializes in alternative dispute resolution. Disputes in arbitration are decided by a neutral arbitrator instead of a judge or jury. You may represent yourself in arbitration, or you may be represented by a lawyer.

Under this agreement to arbitrate, a single arbitrator designated by the arbitration administrator will decide the Claim under applicable law. The arbitrator is bound by the terms of this agreement to arbitrate. The AAA or mutually agreeable administrator will apply its code of procedures in effect at the time the arbitration claim is filed. If there is a conflict between that code of procedures and this arbitration provision and/or any sections of this Card Agreement, this arbitration provision and/or this Card Agreement will control. The arbitrator will honor all claims of privilege recognized by law. Subject to the prohibition on class, representative, and consolidation procedures set forth above, the arbitrator will have the power to award to a party any damages or other relief (including relief in equity) provided for under applicable law. That is, a party will be entitled to recover in arbitration any damages or other relief that it could recover if it prevailed in a court proceeding. An arbitrator's award shall consist of a written statement setting forth the disposition of each Claim. At the request of any party, the arbitrator shall also set forth a written explanation of the essential findings and conclusions on which the award is based. An arbitration award shall decide the rights and obligations only of the parties named in the arbitration, and shall not have any bearing on another person or dispute.

If your Claim is for $10,000 or less, you may choose whether the arbitration will be conducted solely on the basis of documents, in a telephonic hearing, or in an in-person hearing.

Any in-person hearing will take place in the federal judicial district that includes your billing address at the time the Claim is filed, unless the parties agree to a different place.

**The Arbitrator's Decision:** The arbitrator's decision will be final and binding on the parties. A party can file a written appeal to the arbitration administrator within thirty (30) days after an award is issued. The appeal will proceed before a panel of three neutral arbitrators designated by the same arbitration administrator. The panel will decide anew all factual and legal issues, following the same rules of procedure, by majority vote any aspect of the original decision objected to. The costs of such an appeal will be borne in accordance with the below paragraph entitled "Fees and Costs". Any review by a court shall be governed by the Federal Arbitration Act. Any final arbitration award will be binding on the named parties and enforceable by any court having jurisdiction.

**Fees and Costs:** We will pay any costs that are required to be paid by us under the arbitration administrator's rules of procedure. If you file the arbitration, you will pay your share of the initial filing fee, unless you seek and qualify for a fee waiver under the applicable rules of the arbitration administrator. The party filing an appeal shall be responsible for all filing fees and costs of the appeal unless prohibited by administrator's rules of procedure. All parties are responsible for their own attorney's fees, expert fees and any other expenses, unless the arbitrator awards such fees or expenses to you or us if allowed by applicable law.

**Other Parties Subject to this Agreement to Arbitrate:** In addition to you and us, the rights and duties described in this agreement to arbitrate apply to: any third party co-defendant of a claim subject to this arbitration provision; all joint account holders, Additional Cardholders, and Authorized Users of your Account(s).

**How to REJECT this Agreement to Arbitrate:** You can reject this agreement to arbitrate but only if we receive from you a written notice of rejection within 45 days after it was first provided to you. To reject this agreement to arbitrate you must send the notice of rejection to: Credit One Bank, Attention: Arbitration Opt Out, P. O. Box 98873, Las Vegas, NV 89193-8873. Rejection notices sent to any other address will not be accepted or effective. If you decide to reject this agreement to arbitrate in writing, your notice must state that you reject this agreement to arbitrate and include your name, address, account number, and personal signature. Rejection of arbitration will not affect your other rights or responsibilities under this Card Agreement.

**Survival, Severability, and Amendment of Terms:**
*Survival.* This agreement to arbitrate shall survive changes in the Agreement and termination of the Account or the relationship between you and us, including the bankruptcy of any party and any transfer or sale of your Account, or amounts owed on your Account, to another person or entity.
*Severability.* If any part or parts of your agreement to arbitrate are declared unenforceable, then such specific part or parts shall be of no force or effect and shall be severed, but the remainder of this agreement to arbitrate shall continue in full force and effect. If, however, the entire agreement to arbitrate or your waiver of the right to bring or participate in a class or representative action or in consolidation procedures is unenforceable, then the agreement to arbitrate shall be of no force or effect. Notwithstanding the preceding sentence, with respect to California Account Holders, if arbitration is unenforceable, in whole or in part, you and we agree to resolve any Claim by a judicial reference proceeding as described above.
*Amendment in Writing Only.* This agreement to arbitrate may not be amended, severed, or waived, except as expressly provided in the Agreement or in a written agreement between you and us.

## *Other Information*

**Transactions in Foreign Currencies:** If you make a transaction at a merchant that settles in a currency other than U.S. dollars, American Express will convert that charge into a U.S. Dollar amount. That conversion will be done at a rate selected by American Express from the range of rates available in wholesale currency markets for the applicable central processing date, which rate may vary from the rate American Express itself receives, or the government-mandated rate in effect for the applicable central processing date. The currency conversion rate used on the processing date may differ from the rate that would have been used on the purchase date or on the date the transaction is posted to your Account. You agree to pay the converted amount, including any charges for the conversion that may be imposed as described above.

**Changes to Your Agreement:** The rates, fees and terms of this Agreement may change and we may add or delete any term to this Agreement, consistent with applicable law. We will give you advance written notice of these changes and a right to reject the change, if required by law.

**Unauthorized Use:** Notify us immediately if your Card is lost or stolen or you suspect that someone is using your Card or Account without your permission.

**Assignment:** We may assign any or all of our rights and obligations under this Agreement. You may not assign any of your rights or obligations under this Agreement.

**No Waiver:** We will not lose our rights under this Agreement because we delay or do not enforce them.

**Governing Law:** This Agreement is governed by and interpreted in accordance with the laws applicable to national banks, and, where no such laws apply, by the laws of the State of Nevada, excluding the conflicts of law provisions thereof, regardless of your state of residence.

**Conformance with Law; Severability:** If any part of this Agreement conflicts with applicable law, that provision will be considered modified to conform to applicable law. If any part of this Agreement is invalid, the rest shall remain in effect, except as otherwise noted in the Arbitration Provision.

## ***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 the Billing Inquiries address on the statement.

In your letter, give us the following information:

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

You must contact us:

- Within 60 days after the error appeared on your statement.
- At least 3 business days before an automated payment is scheduled, if you want to stop payment on the amount you think is wrong.

You must notify us of any potential errors in writing. You may call us, but if you do we are not required to investigate any potential errors and you may have to pay the amount in question.

**What Will Happen After We Receive Your Letter**

When we receive your letter, we must do two things:

1. Within 30 days of receiving your letter, we must tell you that we received your letter. We will also tell you if we have already corrected the error.
2. Within 90 days of receiving your letter, we must either correct the error or explain to you why we believe the bill is correct.

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

- We cannot try to collect the amount in question, or report you as delinquent on that amount.
- The charge in question may remain on your statement, and we may continue to charge you interest on that amount.
- While you do not have to pay the amount in question, you are responsible for the remainder of your balance.
- We can apply any unpaid amount against your credit limit.

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

*If we made a mistake:* You will not have to pay the amount in question or any interest or other fees related to that amount.

*If we do not believe there was a mistake:* You will have to pay the amount in question, along with applicable interest and fees. We will send you a statement of the amount you owe and the date payment is due. We may then report you as delinquent if you do not pay the amount we think you owe.

If you receive our explanation but still believe your bill is wrong, you must write to us within 10 days telling us that you still refuse to pay. If you do so, we cannot report you as delinquent without also reporting that you are questioning your bill. We must tell you the name of anyone to whom we reported you as delinquent, and we must let those organizations know when the matter has been settled between us.

If we do not follow all of the rules above, you do not have to pay the first $50.00 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 $50.00. (Note: Neither of these are necessary if your purchase was based on an advertisement we mailed to you, or if we own or operate the company that sold you the goods or services.)
2. You must have used your credit card for the purchase. Purchases made with cash advances from an ATM or with a check that accesses your credit card account do not qualify.
3. You must not yet have fully paid for the purchase.

If all of the criteria above are met and you are still dissatisfied with the purchase, contact us in writing at the Billing Inquiries address shown on your statement.

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

## ***Rewards Program Supplement***

This document ("Supplement") describes the terms and conditions of the Credit One Bank Cash Back Rewards Program ("Program") and supplements the Card Agreement that governs your credit card account issued by Credit One Bank, N.A. (the "Account"). By using the Account, you agree to participate in the Program. Your participation is subject to the terms of the Card Agreement, including the arbitration agreement, if applicable, and this Supplement. In the event of a conflict between the Card Agreement and this Supplement, with respect to matters relating to the Program, this Supplement controls.

**Earning Cash Back Rewards:** You earn 2% for purchases using your Account minus returns, refunds, disputed charges and fraudulent transactions ("Net Purchases").

You do not earn cash back rewards on Cash Advances, Balance Transfers, Peer to Peer cash-like transactions (such as Venmo, Cash App, Zelle, and other similar merchants and services), interest, fees, and other charges. If your Account is in default, as defined in your Card Agreement, at the time the cash back rewards are to be posted to your Account, you WILL NOT receive the credit. Cash back rewards have no cash value; however, when redeemed in accordance with the Program have a redemption value. See "**Redeeming Cash Back Rewards**" below. Cash back rewards may not be transferred to any other person including through such events as inheritance, bankruptcy, or divorce.

Earning and accruing cash back rewards is not limited as long as your Account is in good standing, and you may have a negative cash back rewards balance (because of returns and other post transaction actions). If your Account has a negative cash back rewards balance, any newly earned cash back rewards will be used to offset that negative balance until that balance has been brought to zero. As long as your Account is in good standing, your cash back rewards do not expire. Cash back rewards are forfeited 90 days after your Account is closed by you or us. If we find evidence of misuse, fraud or the Account is in default, as defined in your Card Agreement, no redemptions of your cash back rewards, automatic or manual, will be permitted; provided that if your Account is closed because of nonpayment, you will have 90 days to redeem any cash back rewards from the date the notice is sent to you. See "**Redeeming Cash Back Rewards**." Cash back rewards from separate accounts cannot be combined. Authorized Users earn cash back rewards on the Account, but only the primary Cardholder may redeem cash back rewards.

**Redeeming Cash Back Rewards:** Cash back rewards may be redeemed automatically ("Automatic Redemption") only for statement credits; or redeemed manually ("Manual Redemption") for statement credits, gift cards, or other goods or services. You can switch between Automatic Redemption and Manual Redemption, but in order to do so, you must have an online Account that you can access via CreditOneBank.com or the Credit One Bank Mobile App. All cash back rewards redemptions are subject to terms and conditions set forth in this Supplement and at https://www.creditonebank.com/RewardsRedemptionTerms.

- Manual Redemption: Upon Account opening, your Account will be set to Manual Redemption. Cash back rewards will post to your Account within thirty-seven days after Net Purchases post to your Account. The amount of cash back rewards you need to redeem for other consumer goods and services will be determined at redemption and may change without notice. The most up-to-date amount of cash back rewards you have available to redeem (which reflects any adjustments, transfers, or redemptions) is available online or by calling the customer service number and may differ from the available cash back rewards shown on your last monthly billing statement.
- Automatic Redemption: Cash back rewards may be redeemed automatically as statement credits. To do so, you must change your redemption setting from Manual Redemption to Automatic Redemption. If you switch from Manual Redemption to Automatic Redemption, any cash back rewards balance accrued while your Account has a Manual Redemption setting will be applied to your Account as a statement credit in any month your redemption setting is set to Automatic Redemption as of 3:00 p.m. Central Time on the first day of the month. We will post a statement credit to your Account within thirty-seven days after the end of the month based on the Net Purchases posted to your Account from the first day to the last day of the current month. You will receive an automatic rewards credit on each statement that has at least one Net Purchase.

**Feedback:** If you send or transmit any communications, comments, questions, suggestions, or related materials, whether by letter, e-mail, telephone, or otherwise ("Feedback"), suggesting or recommending changes to the Program or how cash back rewards are fulfilled, including, without limitation, new features or functionality, you grant us and any of our vendors a perpetual right to use the Feedback for our own and their own, respective internal business purposes. Further, we, our service providers, vendors, and any subcontractors disclaim any liability to you for any such use of Feedback for our or their own, respective internal business purpose.

**Consumer Goods/Services Disclaimer: BY PARTICIPATING IN THE PROGRAM, YOU ACKNOWLEDGE AND AGREE THAT CREDIT ONE BANK AND ITS VENDORS ARE ONLY PROVIDING THE PROGRAM TO EARN AND REDEEM CASH BACK REWARDS AND NOT PROVIDING CONSUMER GOODS OR SERVICES. CREDIT ONE BANK AND ITS VENDORS ARE NOT INVOLVED IN WARRANTING ANY CONSUMER GOODS OR SERVICES WHICH YOU MAY ACQUIRE UTILIZING THE PROGRAM AND REDEMPTION SERVICES. CREDIT ONE BANK AND ITS VENDORS DO NOT MAKE, AND AFFIRMATIVELY DISCLAIM, ANY AND ALL WARRANTIES, EXPRESS OR IMPLIED, WITH RESPECT TO SUCH CONSUMER GOODS OR SERVICES, INCLUDING WITHOUT LIMITATION, ANY WARRANTY OF MERCHANTABILITY, SUITABILITY FOR A PARTICULAR PURPOSE, OR AGAINST INFRINGEMENT. WARRANTIES FOR CONSUMER GOODS AND SERVICES ARE LIMITED TO THE APPLICABLE THIRD-PARTY SUPPLIER'S WARRANTIES AND RETURN POLICIES. BY PARTICIPATING IN THE PROGRAM, YOU ACKNOWLEDGE AND AGREE TO LOOK SOLELY TO THE APPLICABLE MERCHANT PROVIDING THE CONSUMER GOODS AND/OR SERVICES REDEEMED OR PURCHASED BY YOU UTILIZING THE PROGRAM FOR ANY WARRANTY, REMEDY, OBLIGATION AND/OR LIABILITY WITH RESPECT TO SUCH CONSUMER PRODUCTS AND/ OR SERVICES. BY PARTICIPATING IN THE PROGRAM, YOU RELEASE CREDIT ONE BANK AND ITS VENDORS FROM ANY AND ALL LIABILITY WITH RESPECT TO SUCH CONSUMER GOODS AND SERVICES.**

**Information Disclaimer: IN THE COURSE OF PROVIDING THE PROGRAM AND REDEMPTION SERVICE FOR CONSUMER GOODS AND/OR SERVICES, CREDIT ONE BANK AND/ OR ITS VENDORS MAY INTEGRATE WITH THIRD-PARTY SUPPLIERS SELECTED OR CHANGED BY CREDIT ONE BANK AND/OR ITS VENDORS, IN THEIR SOLE DISCRETION, FOR THE FULFILLMENT OF SUCH CONSUMER GOODS AND/OR SERVICES REDEEMED OR PURCHASED UTILIZING THE PROGRAM. IN ORDER TO FACILITATE FULFILLMENT OF THE CONSUMER GOODS AND SERVICES WITH THE THIRD-PARTY SUPPLIERS, CREDIT ONE BANK AND/OR ITS VENDORS MAY SEND YOUR REQUIRED PERSONAL AND OTHER INFORMATION (WHICH CAN INCLUDE, BUT IS NOT LIMITED TO FIRST NAME, LAST NAME, SHIPPING ADDRESS, PHONE NUMBER AND EMAIL ADDRESS) TO THIRD-PARTY SUPPLIERS TO FACILITATE THE PURCHASE OR REDEMPTION. BY PARTICIPATING IN THE PROGRAM AND REDEEMING CASH BACK REWARDS FOR CONSUMER GOODS OR SERVICES, YOU THEREFORE AGREE THAT CREDIT ONE BANK AND ITS VENDORS WILL NOT BE HELD RESPONSIBLE AND YOU HEREBY RELEASE CREDIT ONE BANK AND ITS VENDORS FROM ANY LIABILITY FOR YOUR INFORMATION AFTER IT IS INPUT INTO THE REDEMPTION FULFILLMENT SERVICES, FOR THE EXCLUSIVE BENEFIT OF, AND USE BY, THE THIRD-PARTY SUPPLIER, BY YOU AND CORRECTLY TRANSMITTED TO THE THIRD-PARTY SUPPLIER FOR ORDER FULFILLMENT. AFTER YOUR INFORMATION IS PLACED INTO THE REDEMPTION FULFILLMENT SERVICE, YOUR INFORMATION SHALL BE SUBJECT TO THE PRIVACY POLICY AND TERMS OF SUCH THIRD-PARTY SUPPLIER.**

**Program Restrictions:** Cash back rewards posted as a statement credit will reduce the balance on your Account but will not count as payments. You will still be required to pay at least the Minimum Payment Due as shown on your billing statement each month. You WILL NOT earn cash back rewards for Purchases made while your Account is in default as defined within your Card Agreement. This Program excludes Accounts already enrolled in a different Credit One Bank cash back or other rewards program.

**Changes:** The Program may be changed (added to, modified, or deleted) by us at any time. We will give you prior notice to the extent required by law. Any revision may affect your ability to earn or redeem cash back rewards.

**Termination:** We may suspend or terminate the Program or your participation in the Program at any time and will give you prior notice to the extent required by law. If we suspend or terminate the Program or your participation in the Program, you will have 90 days to redeem any cash back rewards from the date the notice is sent to you. See "**Redeeming Cash Back Rewards**."

**Limited Liability:** Unless otherwise required by law, this Program, or our Card Agreement with you, we will not be liable to you or anyone making a claim on your behalf, in connection with: (1) any change or termination of the Program; (2) any loss, damage, expense or inconvenience caused by any occurrence outside of our control; (3) any taxes that you incur as a result of receiving cash back rewards, payment of which taxes will be your responsibility; (4) any merchandise or services you purchase, or for any direct, indirect or consequential damages with respect to the use of your Account. In any event, any liability that Credit One Bank may have to you in connection with the Program shall be limited to the amount of any cash back rewards you have earned in this Program. The Program and cash back rewards are void or limited where prohibited or restricted, respectively, by federal, state, or local law.

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# *CARD AGREEMENT*

## ***Pricing Summary***

| Interest Rates and Interest Charges | |
|---|---|
| **ANNUAL PERCENTAGE RATE (APR) for Purchases** | **29.74%**<br>This APR will vary with the market based on the Prime Rate. |
| **ANNUAL PERCENTAGE RATE (APR) for Balance Transfers** | **29.74%**<br>This APR will vary with the market based on the Prime Rate. |
| **ANNUAL PERCENTAGE RATE (APR) for Cash Advances** | **31.74%**<br>This APR will vary with the market based on the Prime Rate. |
| **Paying Interest** | Your due date is at least 24 days after the close of each billing cycle. We will not charge you any interest on Purchases if you pay your entire balance by the due date each month. We will begin charging interest on Cash Advances and Balance Transfers from the posting date. |
| **Minimum Interest Charge** | If you are charged interest, the charge will be no less than $1.00. |
| **For Credit Card Tips from the Consumer Financial Protection Bureau** | **To learn more about factors to consider when applying for or using a credit card, visit the website of the Consumer Financial Protection Bureau at http:// www.consumerfinance.gov/learnmore.** |
| **Fees** | |
| **Annual Fee** | **$95** |
| **Transaction Fees**<br>• Cash Advance<br>• Balance Transfer<br>• Foreign Transaction | <br>Either **$10** or **5%** of the amount of each Cash Advance, whichever is greater.<br>Either **$10** or **5%** of the amount of each Balance Transfer, whichever is greater.<br>None |
| **Penalty Fees**<br>• Late Payment<br>• Returned Payment | <br>Up to **$39***<br>Up to **$39**** |

**How We Will Calculate Your Balance:** We use a method called "average daily balance (including new Purchases)." See your Card Agreement for more details.

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

***Late Payment Fee:** We will charge the maximum safe harbor amount, which is set annually in accordance with 12 C.F.R 1026.52(b)(1)(ii)(D). Currently the fee is $29, unless you incurred a Late Payment Fee during the prior six billing cycles. If you did, the fee is currently $39. This fee will not exceed

the related Minimum Payment that was due. We charge a Late Payment Fee to your Account if at least the Amount Due This Period (less any Late Payment Fee for the current billing cycle) plus any Past Due Amount is not received by 5:00 p.m. PT on the Payment Due Date shown on your statement.

****Returned Payment Fee:** We will charge the maximum safe harbor amount, which is set annually in accordance with 12 C.F.R 1026.52(b)(1)(ii)(D). If a payment is not honored upon first presentment, even if the payment is later honored, a Returned Payment Fee will be charged to your Account. Currently, the fee is $29, unless you incurred a Returned Payment Fee in the prior six billing cycles. If you did, the fee is currently $39. This fee will not exceed the related Minimum Payment that was due.

**Additional Rate Information:** The Purchase and Balance Transfer APR equals the Prime Rate plus a margin of 22.99%. This corresponds to a monthly periodic rate of 2.47833%. The Cash Advance APR equals the Prime Rate plus a margin of 24.99%. This corresponds to a monthly periodic rate of 2.64500%.

**Minimum Payments:** 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 the sum of:

- 5% of your outstanding balance, rounded up to the next whole dollar, or $30, whichever is greater;
- any Late Payment Fee for the current billing cycle;
- and any Past Due Amount (excluding any past due Late Payment Fees).

## ***The Agreement***

This Agreement, together with the Pricing Summary, is your contract with us.

**Accepting this Agreement:** You accept this Agreement when you use the Account. You may still reject this Agreement if you have not yet used the Card, used the Account, or paid a fee after receiving a billing statement. To reject the Agreement, call us at 866-515-5721 or write us at Bank Card Center, P.O. Box 95516, Las Vegas, NV 89193-5516. If you reject the Agreement, you are not responsible for any fees or charges.

**Arbitration:** This Agreement includes an Arbitration Provision with class action and jury trial waivers. You can reject the Arbitration Provision. See "How to REJECT this agreement to arbitrate" in the Arbitration section. If you do not, it will be part of this Agreement.

**Promise to Pay:** You agree to pay us for all amounts due on your Account, including credit for Purchases, Balance Transfers, and Cash Advances, as well as interest charges and fees. This includes charges made by Additional Cardholders and other Authorized Users.

## ***Definitions***

**Account** means the Credit One Bank card account under this Agreement.

**Authorized User** means any person you allow to use your Account or Card, including Additional Cardholders. If the Authorized User has been issued a Card and you want to terminate the Authorized User, you must notify us by telephone or in writing.

**Balance Transfer** means a transaction we designate that allows you to use your Account to pay another creditor or yourself. Balance Transfers cannot be used to pay us or our affiliates. A Balance Transfer will be subject to the terms of the Balance Transfer offer and this Agreement.

**Card** refers to one or more cards or access devices, including your Account number, that we give you or someone else with your authorization to get credit under this Agreement.

**Cardholder** refers to each person with a card issued in their name.

**Cash Advance** means the use of your Account to obtain funds at a financial institution or the use of a Convenience Check.

**Convenience Check** means a check we issue to you to take a Cash Advance. You may not use these checks to pay us or our affiliates.

**Purchase** means the use of the Account to obtain goods or services.

**Prime Rate** means the highest U.S. Prime Rate in the Money Rates section of The Wall Street Journal on the 25th day of the month, or the next day if that day is not a publication day. If The Wall Street Journal does not publish the U.S. Prime Rate, we may substitute another index.

**we**, **us**, **our**, and **Credit One Bank** refer to Credit One Bank, N.A., the issuer of your Card.

**you**, and **your** refer to each person who has applied for the Account and where appropriate, the Authorized User.

## ***Features and Use of Your Account***

**Using Your Card:** You may make Purchases wherever the Card is accepted. You may use the Account to obtain Cash Advances, but you may not make more than two Cash Advance transactions per day which may not exceed the lower of your available credit for cash or $200. You may use the Account for only personal, family, or household purposes, and if your Account is used for any other purpose you are still responsible for such use. You may not use the Account for business or commercial purposes. The Account may not be used for online or internet gambling or illegal purposes.

**Your Credit Limit:** We will tell you your credit limit. Keep your Account balance below your credit limit. If you do not, you must still pay us. We may designate part of your credit limit as a Cash Advance limit and part as a Balance Transfer limit. We may change your credit limit(s) at any time, without notice. You may use a portion of your credit limit for Cash Advances and Balance Transfers. Each Purchase, Cash Advance, and Balance Transfer obtained will reduce the amount of available credit under your credit limit until it is repaid. We may delay increasing your available credit by the amount of any payment that we receive for up to 12 calendar days.

**Credit Limit Increase:** To request a credit limit increase contact the Customer Service number on your statement. We may impose a fee for processing the request.

**Credit Authorizations:** We may decline to authorize a transaction for any reason. We will not be liable to you if we decline a transaction or if anyone refuses any use of your Card.

**Automatic Billing:** You may set up automatic billing with a merchant. You authorize us to provide an updated Account number or Card expiration date to any merchant at our discretion. Contact the merchant to stop automatic billing.

**Joint Accounts:** If this is a joint account, each of you is responsible individually and together for all amounts owed. Each of you is responsible even if the Account is used by only one of you. You will continue to be liable for the entire balance of the Account, even if your co-applicant is ordered by a court to pay us. You will remain liable to us if your co-applicant fails to pay as ordered by the court. Your Account status will continue to be reported to the credit reporting agencies under each of your names. The delivery of notices or billing statements to either of you serves as delivery to each of you. We may rely on instructions given by either of you. We are not liable to either of you for relying upon such instructions.

**Electronic Access:** Applications (apps) on electronic devices (such as mobile wallets) can store your Card and can be used to get credit under this Agreement. Such transactions are covered by this Agreement. Apps may have separate terms of use. We are not responsible if you violate those terms or for any consequences from violating those terms.

**Additional Cardholder:** At your request, we may, at our discretion, issue, in the name of another person, an additional Card on your Account. That person is an Additional Cardholder, as well as an Authorized User. An Additional Cardholder has access to certain Account information including balance, available credit and payment information. If you advise us that the Additional Cardholder is your spouse, information regarding the Account will be provided to consumer reporting agencies in your name as well as in the name of the Additional Cardholder. By requesting that we add an Additional Cardholder to your Account, you represent that you (1) have the consent of the Additional Cardholder to be added to the Account, (2) have provided a copy of this Agreement to the Additional Cardholder, and (3) if the Additional Cardholder is your spouse, you have told the Additional Cardholder that Credit One Bank will furnish credit information about them to the credit reporting agencies in connection with the Account. The Additional Cardholder may report the Card lost or stolen and may remove him or herself from the Account.

## ***Interest Rates and Interest Changes***

**Annual Percentage Rates (APRs):** See the Pricing Summary for your APRs. The APR for Balance Transfers will be the same as the APR for standard Purchases, unless a promotional rate applies.

**Variable Rates:** Your Pricing Summary indicates whether you have any variable APRs. Variable APRs are determined by adding to the Prime Rate the number of percentage points ("margin") specified in the Pricing Summary. Variable APRs will increase or decrease when the Prime Rate changes. The APR change will take effect beginning with billing cycles that end on or after the first day of the month after the month in which the Prime Rate changes. An increase in the APR will increase your interest charges and may increase your Minimum Payment Due.

**Average Daily Balance Method (including new transactions):** We calculate interest each billing cycle by first figuring the "average daily balance" for each type of balance. Standard Purchases, standard Cash Advances, standard Balance Transfers, and each promotional offer, are all types of balances.

For each type of balance, for each billing cycle, we start with the balance on the last day of your previous billing cycle. We subtract any unpaid interest. This is the beginning balance each day. Each day of the billing cycle we subtract any new payments and credits applied to that type of balance. We add any new transactions and fees for that type of balance. We add Purchases, Cash Advances, and Balance Transfers on the post date. We add transaction fees on promotional rate and non-promotional rate Balance Transfers to the same type of balance as the transaction. We add all other fees to the standard Purchase balance. This gives us the daily balance for that type of balance, except that if the daily balance is negative, we treat it as zero. We then add up all of the daily balances and divide by the number of days in the billing cycle. This gives us the "average daily balance" for that type of balance. We multiply the average daily balance by the applicable monthly periodic rate (the APR divided by 12). This gives us the interest charged for that type of balance for that billing cycle. This interest is included in the Account balance on the last day of the billing cycle. The results for all types of balances are then added together to determine the total interest charged that billing cycle.

**When Interest Begins:** We begin to impose interest on a transaction or fee from the day we add it to the daily balance. We continue to impose interest 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 billing statement by the Payment Due Date shown on that billing statement, we will not impose interest on new Purchases paid by the Payment Due Date on your current billing statement. The Payment Due Date will be at least 24 days after the close of the billing cycle. If you have been paying your Account balance in full and thereby avoiding interest on Purchases, but then do not pay the next New Statement Balance in full by the Payment Due Date, in that billing cycle we will start charging interest on the unpaid portion of your balance.

## ***Fees***

See the Pricing Summary for additional Fee information.

**Annual Fee:** If your Account is subject to an Annual Fee, the amount and when it is billed is shown on the Pricing Summary. The Annual Fee is billed to the Account until the Account is closed and the outstanding balance is paid in full. The Annual Fee is refundable as long as you cancel your Account and have not used your card for any Purchases, Cash Advances, or Balance Transfers and you have not made a payment.

**Credit Limit Increase Fee:** If a fee is imposed for processing a Credit Limit increase request, we will tell you the amount of the fee at the time of your request and before you agree to it.

**Foreign Transaction Fee:** We add this fee, unless "None" is stated in the Pricing Summary table, for each purchase made outside the U.S. (A purchase is made outside the U.S. unless it is made with a U.S. merchant, processed completely in the U.S., and in U.S. dollars.) The fee is a percentage of the U.S. dollar amount of the purchase. American Express charges a foreign currency conversion fee of 1% of the amount of the transaction in U.S. dollars. This fee is included as part of the Foreign Transaction Fee listed in the Pricing Summary.

**Optional Express Payment Service Fee:** If a representative of ours helps expedite your payment, we may impose an Express Payment fee. You will be informed of the amount of the fee before you complete the transaction.

**Duplicate Statement Fee:** If you request a duplicate copy of a monthly statement, for any purpose other than to assert a billing error, you will be charged a fee of up to $10 for each statement copy requested.

**Sales Slip Request Fee:** If you request a copy of a sales slip, for any purpose other than to resolve a dispute about the charges on your Account, you will be charged a fee of $6 for each sales slip copy requested.

**Replacement Card Fee:** If you request a replacement card, a Replacement Card Fee of up to $25 may be charged to your Account.

## ***Payments***

**Minimum Payment Due:** See the Pricing Summary for the minimum payment requirements.

**Small Balances:** As it is uneconomical for both you and us to process payments or maintain credits that are $1 or less in amount, you agree as follows: (1) In any billing cycle in which you have had no transactions and your New Balance on the billing date is $1 or less, the balance will be rounded to zero and you will not receive a bill for this amount. (2) In the event that you have a credit balance of $1 or less for two consecutive billing cycles, the balance will be rounded to zero and you will not receive a refund of this amount.

**Payment Instructions:** You must pay us in U.S. dollars, in funds on deposit in the U.S. 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.

**Irregular Payments:** Any payment submitted in offer of settlement of a disputed debt, including any item containing a notation such as "paid in full," and any other item with a restrictive endorsement, must be sent to: Credit One Bank, P.O. Box 95516, Las Vegas, NV 89193-5516. We can accept late payments, partial payments, and checks or other items with restrictive endorsements at any other address without losing any of our rights under this Agreement.

**Postdated Checks:** You agree that we need not examine any payment check to confirm that it is not postdated and that we may deposit any postdated check on the day we receive it.

**Payment Allocation:** We apply payments up to the Minimum Payment Due and credits at our discretion, which may result in balances at lower APRs being paid first and higher interest charges. Payments over the Minimum Payment Due will be applied to balances with higher APRs first.

## ***Collecting, Sharing, and Updating Information***

**Customer Privacy:** We send you our Privacy Policy when you open your Account and thereafter in accordance with applicable law. 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. You accept the terms of our Privacy Policy when you use the Account. Contact us or visit CreditOne.com if you would like a copy.

**Information About You:** You authorize us to obtain and/or use information about you from third parties and credit reporting agencies to: (1) verify your identity and/or conduct investigative inquiries; (2) determine your income and credit eligibility; (3) review your Account and provide renewal of credit; (4) verify your current credit standing in order to present future credit limit increases or decreases; (5) qualify you for and present additional lines of credit or other offers; and (6) collect amounts owing on your Account. Upon request, we will tell you the name and address of any credit reporting agency that provided us with information concerning you.

**Furnishing Information:** We may furnish information concerning your Account or credit file to consumer reporting agencies and others who may properly receive that information. If you believe that information we furnished is inaccurate or incomplete, please write us at Credit One Bank, P. O. Box 98873, Las Vegas, NV 89193-8873. Please include your name, address, home phone number and Account number.

**Telephone Calls, Text Messages and Emails Regarding Your Account:** You are providing express written permission and consent authorizing Credit One Bank and our agents, servicers, contractors, subsidiaries, affiliates, officers, and other partners and employees to contact you at any phone number (including mobile, cellular/wireless, or similar devices) or email address you provide at any time, for any lawful purpose. The ways in which we may contact you include live operator, dialing system, automatic telephone dialing systems (auto-dialer), prerecorded and artificial voice message, text/SMS message or email. Phone numbers and email addresses you provide include those you give to us, those from which you, or someone acting on your behalf, contact us or which we obtain through other means. If you provide a phone number for which you are not the owner, you confirm you are authorized to provide that number. Such lawful purposes include, but are not limited to: obtaining information; activation of the card for verification and identification purposes; account transactions or servicing related matters; suspected fraud or identity theft; collection on the Account; and providing information about special products and services. You agree to pay any fee(s) or charge(s) that you may incur for incoming communications from us or outgoing communications to us, to or from any such number or email address, without reimbursement from us.

**Communication Revocation:** You may revoke your authorization for most communications. However, you cannot revoke authorization for fraud related communications or legally required communications. To change your communication preferences or to revoke consent you must write us. Please:

- include your name, mailing address, and the last four digits of your Account number;
- specify whether you are changing your preferences regarding mail, telephone calls, emails, and/or text or SMS messages;
- provide the specific phone number(s) and/or email address for which you are requesting communications to cease;
- send this written notice to: Credit One Bank, P.O. Box 98873, Las Vegas, NV 89193-8873.

Certain communication preferences can be changed on-line. Please log in to your Account to see if that option is available.

**Telephone Monitoring:** You agree that we (and our servicers, agents and contractors) may monitor and record any calls between you and us.

**Updating Your Phone Number:** Notify us immediately if you change mobile or cell phone numbers or plan to give your phone to someone else. It is your responsibility to provide us with a true, accurate and complete mobile number and to maintain and update promptly any changes in this information. You can update your mobile number by calling us at the phone number on the back of your Card.

**Indemnification:** If you provide telephone number(s) for which you are not the subscriber, or fail to notify us when you cease to be the subscriber for a telephone number you previously gave us, you agree to indemnify us, our subsidiaries, affiliates, officers, agents, servicers, contractors, and other partners and employees for any costs and expenses, including reasonable attorneys' fees, incurred as a result of us contacting or attempting to contact you at the number(s). Your obligation under this paragraph shall survive termination of the Agreement.

## *Account Closure*

**Default:** You are in default under this Agreement if (1) bankruptcy or another insolvency proceeding is filed by or against you; (2) we reasonably believe you are unable or unwilling to repay us; (3) you die or are legally incompetent or incapacitated; (4) you fail to comply with the terms of this Agreement, including failing to make a required payment when due, exceeding your credit limit or using your Card or Account for an illegal transaction; (5) you give us misleading, false, incomplete or incorrect information or fail to give us any information we deem necessary; or (6) if you no longer permanently reside in the United States or its territories. If you are in default, we may declare the entire Account balance immediately due and payable without advance 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.

**Closing Your Account:** You may close your Account at any time. You will remain responsible for any amount you owe us under this Agreement. Any joint Cardholder may cancel a joint Account. However, both of you will remain responsible for paying all amounts owed. If your Account is subject to an Annual Fee, the fee will continue to be charged until you pay your outstanding balance in full.

We may cancel, suspend or not renew your Card, Account, or access to the credit line at any time and for any reason without notice. If your Account is closed by us, the Annual Fee will continue to be charged until you pay your outstanding balance in full.

However, when your Account is closed, if there is: (1) a debit balance of $1 or less, that balance will be rounded to zero and you will not be required to pay this amount; or (2) a credit balance of $1 or less, that balance will be rounded to zero and this amount will not be refunded to you. The rounding to zero may occur after your closing statement cycles, and you may not receive a statement reflecting the rounding.

## *Arbitration Agreement*

**PLEASE READ CAREFULLY—IMPORTANT—AFFECTS YOUR LEGAL RIGHTS**

This agreement to arbitrate provides that you or we can require controversies or disputes between us to be resolved by BINDING ARBITRATION. You have the right to REJECT this agreement to arbitrate by using the procedure explained below.

If you do not reject this agreement to arbitrate, you GIVE UP YOUR RIGHT TO GO TO COURT and controversies or disputes between us will be resolved by a NEUTRAL ARBITRATOR INSTEAD OF A JUDGE OR JURY, using rules that are simpler and more limited than in a court. Arbitrator decisions are subject to VERY LIMITED REVIEW BY A COURT. Arbitration will proceed INDIVIDUALLY— CLASS ACTIONS AND SIMILAR PROCEDURES WILL NOT BE AVAILABLE TO YOU.

**Agreement to Arbitrate:** You and we agree that either you or we may, without the other's consent, require that controversies or disputes between you and us (all of which are called "Claims"), be submitted to mandatory, binding arbitration. This agreement to arbitrate is made pursuant to a transaction involving interstate commerce, and shall be governed by, and enforceable under, the Federal Arbitration Act (the "FAA"), 9 U.S.C. §1 et seq., and (to the extent State law is applicable), the laws of the State of Nevada.

For purposes of this agreement to arbitrate, "you" includes you, any co-applicant, any Authorized User (including Additional Cardholders), or anyone else connected with you or claiming through you; and "we" or "us" includes Credit One Bank, N.A., all of its parents, subsidiaries, affiliates, successors, predecessors, employees, and related persons or entities, and all third parties who are regarded as agents or representatives of us in connection with the subject matter of the claim or dispute at issue.

**Covered Claims:** Claims subject to arbitration include, but are not limited to, any controversies or disputes arising from or relating in any way to your Account; any transactions involving your Account; any disclosures made to you concerning your Account; any interest, charges, or fees assessed on your Account; any service(s) or programs related to your Account; and, if permitted by the rules of the arbitration forum, any collection of debt related

to your Account. Claims also include controversies or disputes arising from or relating in any way to advertising, solicitations, or any application for, approval of, or establishment of your Account. Claims subject to arbitration include any controversies or disputes based on any theory of law, whether contract, tort, statute, regulation, common law, or equity, or whether they seek legal or equitable remedies. All Claims are subject to arbitration whether they arose in the past, may currently exist, or may arise in the future. Arbitration will apply even if your Account is closed, you pay us in full any outstanding debt you owe, or you file for bankruptcy. Also, controversies or disputes about the validity, enforceability, coverage, meaning, or scope of this agreement to arbitrate or any part thereof are subject to arbitration and are for the arbitrator to decide. Any questions about what Claims are subject to arbitration shall be resolved by interpreting this agreement to arbitrate in the broadest way the law will allow it to be enforced.

**Claims Not Covered:** Claims (whether brought initially or by counter or cross-claim) are not subject to arbitration if they are filed by you or us in a small claims court, so long as the case remains in such court and only individual claims for relief are advanced in the case.

**No Class Arbitration or Consolidation or Joinder of Parties:** Class actions and other similar procedures in which individuals seek to represent similarly situated individuals or seek relief on behalf of the general public, and consolidation or joinder of Claims (except for claimants on the same account), are NOT available under this agreement to arbitrate. Claims in arbitration will proceed on an INDIVIDUAL basis only:

> UNLESS YOU REJECT THIS AGREEMENT TO ARBITRATE, YOU AND WE WAIVE THE RIGHT TO ASSERT OR PARTICIPATE IN A CLASS ACTION OR ANY REPRESENTATIVE OR CONSOLIDATED PROCEEDING IN COURT OR IN ARBITRATION.

The arbitrator shall have no authority to entertain any Claim as a class action or private attorney general action or on any other similar representative basis, nor shall the arbitrator have any authority to consolidate or join Claims brought by separate claimants (except for claimants on the same account). This also means that the arbitrator 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.†

†**Notice to California Account Holders:** This agreement to arbitrate shall not be construed to prevent you from seeking in the arbitration the remedy of public injunctive relief if (a) you reside in California, (b) you resided in California at the time you entered into this agreement to arbitrate, or (iii) the billing address for your Account is a California address (hereafter, "California Account Holder").

**Initiation of Arbitration:** The arbitration shall be administered by the American Arbitration Association ("AAA") before a single arbitrator under the AAA's Consumer Arbitration Rules, or by a mutually agreeable administrator, before a single arbitrator, as modified by this arbitration provision. Information about the arbitration process for AAA can be obtained from the AAA at www.adr.org. The arbitrator shall be selected from the AAA (or mutually agreeable administrator) panel of neutrals then active on the roster maintained by the AAA (or mutually agreeable administrator) office located in the city of or nearest to your billing address and, unless otherwise mutually agreed, the arbitrator shall be a retired federal judge, a retired state appellate judge, a retired state trial judge, or a lawyer with at least 15 years of experience in that order of preference.

In the event that the AAA or mutually agreeable administrator is unable or unwilling 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).

**Arbitration Procedures and Applicable Law; Offer of Settlement:** Unlike a lawsuit in state or federal court, arbitration is conducted by a private organization that specializes in alternative dispute resolution. Disputes in arbitration are decided by a neutral arbitrator instead of a judge or jury. You may represent yourself in arbitration, or you may be represented by a lawyer.

Under this agreement to arbitrate, a single arbitrator designated by the arbitration administrator will decide the Claim under applicable law. The arbitrator is bound by the terms of this agreement to arbitrate. The AAA or mutually agreeable administrator will apply its code of procedures in effect at the time the arbitration claim is filed. If there is a conflict between that code of procedures and this arbitration provision and/or any sections of this Card Agreement, this arbitration provision and/or this Card Agreement will control. The arbitrator will honor all claims of privilege recognized by law. Subject to the prohibition on class, representative, and consolidation procedures set forth above, the arbitrator will have the power to award to a party any damages or other relief (including relief in equity) provided for under applicable law. That is, a party will be entitled to recover in arbitration any damages or other relief that it could recover if it prevailed in a court proceeding. An arbitrator's award shall consist of a written statement setting forth the disposition of each Claim. At the request of any party, the arbitrator shall also set forth a written explanation of the essential findings and conclusions on which the award is based. An arbitration award shall decide the rights and obligations only of the parties named in the arbitration, and shall not have any bearing on another person or dispute.

If your Claim is for $10,000 or less, you may choose whether the arbitration will be conducted solely on the basis of documents, in a telephonic hearing, or in an in-person hearing.

Any in-person hearing will take place in the federal judicial district that includes your billing address at the time the Claim is filed, unless the parties agree to a different place.

**The Arbitrator's Decision:** The arbitrator's decision will be final and binding on the parties. A party can file a written appeal to the arbitration administrator within thirty (30) days after an award is issued. The appeal will proceed before a panel of three neutral arbitrators designated by the same arbitration administrator. The panel will decide anew all factual and legal issues, following the same rules of procedure, by majority vote any aspect of the original decision objected to. The costs of such an appeal will be borne in accordance with the below paragraph entitled "Fees and Costs". Any review by a court shall be governed by the Federal Arbitration Act. Any final arbitration award will be binding on the named parties and enforceable by any court having jurisdiction.

**Fees and Costs:** We will pay any costs that are required to be paid by us under the arbitration administrator's rules of procedure. If you file the arbitration, you will pay your share of the initial filing fee, unless you seek and qualify for a fee waiver under the applicable rules of the arbitration administrator. The party filing an appeal shall be responsible for all filing fees and costs of the appeal unless prohibited by administrator's rules of procedure. All parties are responsible for their own attorney's fees, expert fees and any other expenses, unless the arbitrator awards such fees or expenses to you or us if allowed by applicable law.

**Other Parties Subject to this Agreement to Arbitrate:** In addition to you and us, the rights and duties described in this agreement to arbitrate apply to: any third party co-defendant of a claim subject to this arbitration provision; all joint account holders, Additional Cardholders, and Authorized Users of your Account(s).

**How to REJECT this Agreement to Arbitrate:** You can reject this agreement to arbitrate but only if we receive from you a written notice of rejection within 45 days after it was first provided to you. To reject this agreement to arbitrate you must send the notice of rejection to: Credit One Bank, Attention: Arbitration Opt Out, P. O. Box 98873, Las Vegas, NV 89193-8873. Rejection notices sent to any other address will not be accepted or effective. If you decide to reject this agreement to arbitrate in writing, your notice must state that you reject this agreement to arbitrate and include your name, address, account number, and personal signature. Rejection of arbitration will not affect your other rights or responsibilities under this Card Agreement.

**Survival, Severability, and Amendment of Terms:**
*Survival.* This agreement to arbitrate shall survive changes in the Agreement and termination of the Account or the relationship between you and us, including the bankruptcy of any party and any transfer or sale of your Account, or amounts owed on your Account, to another person or entity.
*Severability.* If any part or parts of your agreement to arbitrate are declared unenforceable, then such specific part or parts shall be of no force or effect and shall be severed, but the remainder of this agreement to arbitrate shall continue in full force and effect. If, however, the entire agreement to arbitrate or your waiver of the right to bring or participate in a class or representative action or in consolidation procedures is unenforceable, then the agreement to arbitrate shall be of no force or effect. Notwithstanding the preceding sentence, with respect to California Account Holders, if arbitration is unenforceable, in whole or in part, you and we agree to resolve any Claim by a judicial reference proceeding as described above.
*Amendment in Writing Only.* This agreement to arbitrate may not be amended, severed, or waived, except as expressly provided in the Agreement or in a written agreement between you and us.

## *Other Information*

**Transactions in Foreign Currencies:** If you make a transaction at a merchant that settles in a currency other than U.S. dollars, American Express will convert that charge into a U.S. Dollar amount. That conversion will be done at a rate selected by American Express from the range of rates available in wholesale currency markets for the applicable central processing date, which rate may vary from the rate American Express itself receives, or the government-mandated rate in effect for the applicable central processing date. The currency conversion rate used on the processing date may differ from the rate that would have been used on the purchase date or on the date the transaction is posted to your Account. You agree to pay the converted amount, including any charges for the conversion that may be imposed as described above.

**Changes to Your Agreement:** The rates, fees and terms of this Agreement may change and we may add or delete any term to this Agreement, consistent with applicable law. We will give you advance written notice of these changes and a right to reject the change, if required by law.

**Unauthorized Use:** Notify us immediately if your Card is lost or stolen or you suspect that someone is using your Card or Account without your permission.

**Assignment:** We may assign any or all of our rights and obligations under this Agreement. You may not assign any of your rights or obligations under this Agreement.

**No Waiver:** We will not lose our rights under this Agreement because we delay or do not enforce them.

**Governing Law:** This Agreement is governed by and interpreted in accordance with the laws applicable to national banks, and, where no such laws apply, by the laws of the State of Nevada, excluding the conflicts of law provisions thereof, regardless of your state of residence.

**Conformance with Law; Severability:** If any part of this Agreement conflicts with applicable law, that provision will be considered modified to conform to applicable law. If any part of this Agreement is invalid, the rest shall remain in effect, except as otherwise noted in the Arbitration Provision.

## ***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 the Billing Inquiries address on the statement.

In your letter, give us the following information:

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

You must contact us:

- Within 60 days after the error appeared on your statement.
- At least 3 business days before an automated payment is scheduled, if you want to stop payment on the amount you think is wrong.

You must notify us of any potential errors in writing. You may call us, but if you do we are not required to investigate any potential errors and you may have to pay the amount in question.

**What Will Happen After We Receive Your Letter**

When we receive your letter, we must do two things:

1. Within 30 days of receiving your letter, we must tell you that we received your letter. We will also tell you if we have already corrected the error.
2. Within 90 days of receiving your letter, we must either correct the error or explain to you why we believe the bill is correct.

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

- We cannot try to collect the amount in question, or report you as delinquent on that amount.
- The charge in question may remain on your statement, and we may continue to charge you interest on that amount.
- While you do not have to pay the amount in question, you are responsible for the remainder of your balance.
- We can apply any unpaid amount against your credit limit.

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

*If we made a mistake:* You will not have to pay the amount in question or any interest or other fees related to that amount.

*If we do not believe there was a mistake:* You will have to pay the amount in question, along with applicable interest and fees. We will send you a statement of the amount you owe and the date payment is due. We may then report you as delinquent if you do not pay the amount we think you owe.

If you receive our explanation but still believe your bill is wrong, you must write to us within 10 days telling us that you still refuse to pay. If you do so, we cannot report you as delinquent without also reporting that you are questioning your bill. We must tell you the name of anyone to whom we reported you as delinquent, and we must let those organizations know when the matter has been settled between us.

If we do not follow all of the rules above, you do not have to pay the first $50.00 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 $50.00. (Note: Neither of these are necessary if your purchase was based on an advertisement we mailed to you, or if we own or operate the company that sold you the goods or services.)
2. You must have used your credit card for the purchase. Purchases made with cash advances from an ATM or with a check that accesses your credit card account do not qualify.

3. You must not yet have fully paid for the purchase.

If all of the criteria above are met and you are still dissatisfied with the purchase, contact us in writing at the Billing Inquiries address shown on your statement.

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

## ***Rewards Program Supplement***

This document ("Supplement") describes the terms and conditions of the Credit One Bank Rewards Program ("Program") and supplements the Card Agreement that governs your credit card account issued by Credit One Bank, N.A. (the "Account"). By using the Account, you agree to participate in the Program. Your participation is subject to the terms of the Card Agreement, including the arbitration agreement, if applicable, and this Supplement. In the event of a conflict between the Card Agreement and this Supplement, with respect to matters relating to the Program, this Supplement controls.

**Earning Rewards:** You earn reward points for every dollar you spend for Purchases using your Account minus returns, refunds, disputed charges, and fraudulent transactions ("Net Eligible Purchases") for the first $3,000 in eligible gasoline, travel and restaurant categories per calendar year as follows:

- 10 points on eligible gasoline.
    - Eligible purchases include Purchases made at Service Stations (with or without Ancillary Services) and Automated Fuel Dispensers.
- 10 points on eligible hotel (as defined below) and car rental purchases using the designated travel provider (which may change from time to time) accessed via the link in the Credit One Bank Mobile App or your online Account. You will receive 5 points after you complete the hotel and car rental purchases and an additional 5 points ("Additional Points") after the hotel and car rental purchases are used. If you book the hotel and car rental as a package, you will only receive 5 points for every $1 spent. For purposes of this paragraph, hotel means all stays (including without limitation, hotels, motels, inns, resorts, and any other overnight accommodations available through the designated travel provider) purchased using the link in the Credit One Bank Mobile App or your online Account. Any hotel and car rental purchases not booked directly after clicking the link in your Account will only receive 5 points.
- 5 points on eligible purchases in the travel category (flights, travel agencies, tour operators, hotels, motels, inns, resorts, and car rentals) NOT purchased using the designated travel provider (which may change from time to time) accessed via the link in the Credit One Bank Mobile App or your online Account, and eligible restaurants.
    - Eligible purchases include Purchases made at Airlines and Air Carriers; Automobile Rental Agency/Car Rental Agencies; Lodging – Hotels, Motels, Resorts and Central Reservation Systems; Travel Agencies and Tour Operators; Eating Places and Restaurants; Drinking Places (Alcoholic Beverages) – Bars, Taverns, Nightclubs, Cocktail Lounges, and Discotheques; and Fast Food Restaurants.
- No rewards are earned on all other purchases. Non-eligible purchases where you earn no points include traveler's checks, foreign currency purchases, money orders, wire transfers, cash-like transactions, and purchases from the following types of merchants: Fuel Dealers—Fuel Oil, Wood, Coal and Liquefied Petroleum; Steamship and Cruise Lines; and Timeshares.

You do not earn reward points on Cash Advances, Balance Transfers, peer-to-peer payments (such as Venmo, Cash App, Zelle, and other similar merchants and services), interest, fees, and other charges. Except for Additional Points, points are typically posted to your Account within thirty-seven (37) days after an eligible transaction posts to your Account. Additional Points are typically posted to your Account within ninety (90) days after the applicable hotel and/or car rental purchases are used. If your Account is in default, as defined in your Card Agreement, at the time the points are to be posted, you WILL NOT receive the points. Reward points have no cash value; however, they have a redemption value when redeemed in accordance with the Program. See "**Redeeming Rewards**" below. Points may not be transferred to any other person including through such events as inheritance, bankruptcy or divorce.

We round the Net Eligible Purchase amount to the nearest whole dollar and you must spend at least one dollar in Net Eligible Purchases with your Account in order to earn points. For example, if you make an eligible purchase of $1.50, you are eligible to earn 2 points, if you make an eligible purchase of $1.49, you are eligible to earn 1 point and if your purchase amount is $0.99 or less, you are not eligible to earn any points.

Point accumulation is not limited as long as your Account is in good standing. You may have a negative points balance due to returns or other post-transaction actions. If your Account has a negative points balance, any newly earned points will be used to offset that negative points balance until that balance has been brought to zero. As long as your Account is in good standing your points do not expire. Points are forfeited 90 days after your Account is closed by you or us. If we find evidence of misuse or fraud, or if the Account is in default, as defined in your Card Agreement, no redemptions of points will be permitted. However, if your Account is closed because of nonpayment, you will have 90 days from the date the notice of closure is sent to you to redeem any points. See "**Redeeming Rewards**" below. Points from separate accounts cannot be combined. Authorized Users earn points on the Account, but only the primary Cardholder may redeem points.

**Merchant Categories:** Merchants who accept credit cards are assigned a merchant code, which is determined by the merchant or its processor in accordance with the applicable credit card network's procedures based on the kinds of products and services they primarily sell. We have no control over merchant codes. Please note:

- We make every effort to include all relevant merchant codes in our reward points categories. However, even though a merchant or some of the items that it sells may appear to fit within a reward points category, the merchant may not have a merchant code in that category or may not use an eligible merchant code. When this occurs, Purchases with that merchant will not qualify for reward points.
- A merchant with more than one location may submit Purchases using different codes, including codes that are not eligible under this Program. This means that Purchases from the same merchant at a different location may result in no reward points. Purchases made without an eligible code WILL NOT qualify for reward points.
- Purchases submitted by you, an authorized user, or the merchant through third-party payment accounts, mobile or wireless card readers, online or mobile digital wallets, or similar technology will not qualify in a reward points category if the technology is not set up to process the Purchase in that reward points category.

**Redeeming Rewards:** Points may be redeemed for cash back rewards, gift cards and other consumer goods and services. All point redemptions are subject to the terms and conditions set forth at www.creditonebank.com/WanderRewardsRedemptionTerms. Reward points posted to your Account as a statement credit may be requested in increments of 1,000 points. Each point redeemed for a statement credit is worth $0.01 (1,000 = $10) and may change without notice. The number of points you need to redeem for other consumer goods and services will be determined at redemption and may change without notice. The most up-to-date number of reward points you have available to redeem (which reflects any points adjustments, transfers, or redemptions) is available online or at the customer service number and may differ from the available points shown on your last monthly billing statement.

**Feedback:** If you send or transmit any communications, comments, questions, suggestions, or related materials, whether by letter, e-mail, telephone, or otherwise ("Feedback"), suggesting or recommending changes to the Program or how reward points are fulfilled, including, without limitation, new features or functionality, you grant to us and any of our vendors a perpetual right to use the Feedback for our own and their own, respective internal business purposes. Further, we and our service providers, vendors, and subcontractors disclaim any liability to you for any such use of Feedback for our or their own respective internal business purposes.

**Consumer Goods/Services Disclaimer: BY PARTICIPATING IN THE PROGRAM, YOU ACKNOWLEDGE AND AGREE THAT CREDIT ONE BANK AND ITS VENDORS ARE ONLY PROVIDING THE PROGRAM TO EARN AND REDEEM POINTS AND NOT PROVIDING CONSUMER GOODS OR SERVICES. CREDIT ONE BANK AND ITS VENDORS ARE NOT INVOLVED IN WARRANTING ANY CONSUMER GOODS OR SERVICES WHICH YOU MAY ACQUIRE UTILIZING THE PROGRAM AND REDEMPTION SERVICES. CREDIT ONE BANK AND ITS VENDORS DO NOT MAKE, AND AFFIRMATIVELY DISCLAIM, ANY AND ALL WARRANTIES, EXPRESS OR IMPLIED, WITH RESPECT TO SUCH CONSUMER GOODS OR SERVICES, INCLUDING WITHOUT LIMITATION, ANY WARRANTY OF MERCHANTABILITY, SUITABILITY FOR A PARTICULAR PURPOSE, OR AGAINST INFRINGEMENT. WARRANTIES FOR CONSUMER GOODS AND SERVICES ARE LIMITED TO THE APPLICABLE THIRD-PARTY SUPPLIER'S WARRANTIES AND RETURN POLICIES. BY PARTICIPATING IN THE PROGRAM, YOU ACKNOWLEDGE AND AGREE TO LOOK SOLELY TO THE APPLICABLE MERCHANT PROVIDING THE CONSUMER GOODS AND/OR SERVICES REDEEMED OR PURCHASED BY YOU UTILIZING THE PROGRAM FOR ANY WARRANTY, REMEDY, OBLIGATION AND/OR LIABILITY WITH RESPECT TO SUCH CONSUMER PRODUCTS AND/OR SERVICES. BY PARTICIPATING IN THE PROGRAM, YOU RELEASE CREDIT ONE BANK AND ITS VENDORS FROM ANY AND ALL LIABILITY WITH RESPECT TO SUCH CONSUMER GOODS AND SERVICES.**

**Information Disclaimer: IN THE COURSE OF PROVIDING THE PROGRAM AND REDEMPTION SERVICE FOR CONSUMER GOODS AND/OR SERVICES, CREDIT ONE BANK AND/OR ITS VENDORS MAY INTEGRATE WITH THIRD-PARTY SUPPLIERS SELECTED OR CHANGED BY CREDIT ONE BANK AND/OR ITS VENDORS, IN THEIR SOLE DISCRETION, FOR THE FULFILLMENT OF SUCH CONSUMER GOODS AND/OR SERVICES REDEEMED OR PURCHASED UTILIZING THE PROGRAM. IN ORDER TO FACILITATE FULFILLMENT OF THE CONSUMER GOODS AND SERVICES WITH THE THIRD-PARTY SUPPLIERS, CREDIT ONE BANK AND/OR ITS VENDORS MAY SEND YOUR REQUIRED PERSONAL AND OTHER INFORMATION (WHICH CAN INCLUDE, BUT IS NOT LIMITED TO, FIRST NAME, LAST NAME, SHIPPING ADDRESS, PHONE NUMBER AND EMAIL ADDRESS) TO THIRD-PARTY SUPPLIERS TO FACILITATE THE PURCHASE OR REDEMPTION. BY PARTICIPATING IN THE PROGRAM AND REDEEMING POINTS FOR CONSUMER GOODS OR SERVICES, YOU THEREFORE AGREE THAT CREDIT ONE BANK AND ITS VENDORS WILL NOT BE HELD RESPONSIBLE AND YOU HEREBY RELEASE CREDIT ONE BANK AND ITS VENDORS FROM ANY LIABILITY FOR YOUR INFORMATION AFTER IT IS INPUT BY YOU INTO THE REDEMPTION FULFILLMENT SERVICES, FOR THE EXCLUSIVE BENEFIT OF, AND USE BY, THE THIRD-PARTY SUPPLIER, AND CORRECTLY TRANSMITTED TO THE THIRD-PARTY SUPPLIER FOR ORDER FULFILLMENT. AFTER YOUR INFORMATION IS PLACED INTO THE REDEMPTION FULFILLMENT SERVICE, YOUR INFORMATION SHALL BE SUBJECT TO THE PRIVACY POLICY AND TERMS OF SUCH THIRD-PARTY SUPPLIER.**

**Program Restrictions:** Reward points redeemed and posted to your Account as a statement credit will reduce the balance on your Account but will not count as payments. You will still be required to pay at least the Minimum Payment Due as shown on your billing statement each month. You WILL NOT earn reward points for Purchases made while your Account is in default as defined in your Card Agreement. This Program excludes Accounts already enrolled in a different Credit One Bank cash back or other rewards program.

**Changes:** The Program may be changed (added to, modified or deleted) by us at any time, including without limitation changes to the definition of eligible and non-eligible purchases. We will give you prior notice to the extent required by law. Any revision may affect your ability to earn or redeem reward points.

**Termination:** We may suspend or terminate the Program or your participation in the Program at any time and will give you prior notice, to the extent required by law. If we suspend or terminate the Program or your participation in the Program, you will have 90 days to redeem any reward points from the date the notice is sent to you. See "**Redeeming Rewards**" above. Redemption of reward points available upon Account closure is subject to the redemption terms and conditions available at www.creditonebank.com/WanderRewardsRedemptionTerms.

**Limited Liability:** Unless otherwise required by law, this Program, or our Card Agreement with you, we will not be liable to you, or anyone making a claim on your behalf, in connection with: (1) any change or termination of the Program; (2) any loss, damage, expense or inconvenience caused by

any occurrence outside of our control; (3) any tax liability that you incur as a result of receiving cash back rewards and/or reward points, payment of which will be your responsibility; or (4) any merchandise or services you purchase, or for any direct, indirect or consequential damages with respect to the use of your Account. In any event, any liability that Credit One Bank may have to you in connection with the Program shall be limited to the amount of any cash back rewards and/or reward points you have earned in this Program. The Program, cash back rewards and/or reward points are void or limited where prohibited or restricted, respectively, by federal, state or local law.

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# *CARD AGREEMENT*

## ***Pricing Summary***

| Interest Rates and Interest Charges | |
|---|---|
| **ANNUAL PERCENTAGE RATE (APR) for Purchases** | **29.74%**<br>This APR will vary with the market based on the Prime Rate. |
| **ANNUAL PERCENTAGE RATE (APR) for Balance Transfers** | **29.74%**<br>This APR will vary with the market based on the Prime Rate. |
| **ANNUAL PERCENTAGE RATE (APR) for Cash Advances** | **31.74%**<br>This APR will vary with the market based on the Prime Rate. |
| **Paying Interest** | Your due date is at least 24 days after the close of each billing cycle. We will not charge you any interest on Purchases if you pay your entire balance by the due date each month. We will begin charging interest on Cash Advances and Balance Transfers from the posting date. |
| **Minimum Interest Charge** | If you are charged interest, the charge will be no less than $1.00. |
| **For Credit Card Tips from the Consumer Financial Protection Bureau** | **To learn more about factors to consider when applying for or using a credit card, visit the website of the Consumer Financial Protection Bureau at http:// www.consumerfinance.gov/learnmore.** |
| **Fees** | |
| **Annual Fee** | **$95** |
| **Transaction Fees**<br>• Cash Advance<br>• Balance Transfer<br>• Foreign Transaction | <br>Either **$10** or **5%** of the amount of each Cash Advance, whichever is greater.<br>Either **$10** or **5%** of the amount of each Balance Transfer, whichever is greater.<br>None |
| **Penalty Fees**<br>• Late Payment<br>• Returned Payment | <br>Up to **$39***<br>Up to **$39**** |

**How We Will Calculate Your Balance:** We use a method called "average daily balance (including new Purchases)." See your Card Agreement for more details.

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

***Late Payment Fee:** We will charge the maximum safe harbor amount, which is set annually in accordance with 12 C.F.R 1026.52(b)(1)(ii)(D). Currently the fee is $29, unless you incurred a Late Payment Fee during the prior six billing cycles. If you did, the fee is currently $39. This fee will not exceed

the related Minimum Payment that was due. We charge a Late Payment Fee to your Account if at least the Amount Due This Period (less any Late Payment Fee for the current billing cycle) plus any Past Due Amount is not received by 5:00 p.m. PT on the Payment Due Date shown on your statement.

****Returned Payment Fee:** We will charge the maximum safe harbor amount, which is set annually in accordance with 12 C.F.R 1026.52(b)(1)(ii)(D). If a payment is not honored upon first presentment, even if the payment is later honored, a Returned Payment Fee will be charged to your Account. Currently, the fee is $29, unless you incurred a Returned Payment Fee in the prior six billing cycles. If you did, the fee is currently $39. This fee will not exceed the related Minimum Payment that was due.

**Additional Rate Information:** The Purchase and Balance Transfer APR equals the Prime Rate plus a margin of 22.99%. This corresponds to a monthly periodic rate of 2.47833%. The Cash Advance APR equals the Prime Rate plus a margin of 24.99%. This corresponds to a monthly periodic rate of 2.64500%.

**Minimum Payments:** 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 the sum of:

- 5% of your outstanding balance, rounded up to the next whole dollar, or $30, whichever is greater;
- any Late Payment Fee for the current billing cycle;
- and any Past Due Amount (excluding any past due Late Payment Fees).

## ***The Agreement***

This Agreement, together with the Pricing Summary, is your contract with us.

**Accepting this Agreement:** You accept this Agreement when you use the Account. You may still reject this Agreement if you have not yet used the Card, used the Account, or paid a fee after receiving a billing statement. To reject the Agreement, call us at 866-515-5721 or write us at Bank Card Center, P.O. Box 95516, Las Vegas, NV 89193-5516. If you reject the Agreement, you are not responsible for any fees or charges.

**Arbitration:** This Agreement includes an Arbitration Provision with class action and jury trial waivers. You can reject the Arbitration Provision. See "How to REJECT this agreement to arbitrate" in the Arbitration section. If you do not, it will be part of this Agreement.

**Promise to Pay:** You agree to pay us for all amounts due on your Account, including credit for Purchases, Balance Transfers, and Cash Advances, as well as interest charges and fees. This includes charges made by Additional Cardholders and other Authorized Users.

## ***Definitions***

**Account** means the Credit One Bank card account under this Agreement.

**Authorized User** means any person you allow to use your Account or Card, including Additional Cardholders. If the Authorized User has been issued a Card and you want to terminate the Authorized User, you must notify us by telephone or in writing.

**Balance Transfer** means a transaction we designate that allows you to use your Account to pay another creditor or yourself. Balance Transfers cannot be used to pay us or our affiliates. A Balance Transfer will be subject to the terms of the Balance Transfer offer and this Agreement.

**Card** refers to one or more cards or access devices, including your Account number, that we give you or someone else with your authorization to get credit under this Agreement.

**Cardholder** refers to each person with a card issued in their name.

**Cash Advance** means the use of your Account to obtain funds at a financial institution or the use of a Convenience Check.

**Convenience Check** means a check we issue to you to take a Cash Advance. You may not use these checks to pay us or our affiliates.

**Purchase** means the use of the Account to obtain goods or services.

**Prime Rate** means the highest U.S. Prime Rate in the Money Rates section of The Wall Street Journal on the 25th day of the month, or the next day if that day is not a publication day. If The Wall Street Journal does not publish the U.S. Prime Rate, we may substitute another index.

**we**, **us**, **our**, and **Credit One Bank** refer to Credit One Bank, N.A., the issuer of your Card.

**you**, and **your** refer to each person who has applied for the Account and where appropriate, the Authorized User.

## ***Features and Use of Your Account***

**Using Your Card:** You may make Purchases wherever the Card is accepted. You may use the Account to obtain Cash Advances, but you may not make more than two Cash Advance transactions per day which may not exceed the lower of your available credit for cash or $200. You may use the Account for only personal, family, or household purposes, and if your Account is used for any other purpose you are still responsible for such use. You may not use the Account for business or commercial purposes. The Account may not be used for online or internet gambling or illegal purposes.

**Your Credit Limit:** We will tell you your credit limit. Keep your Account balance below your credit limit. If you do not, you must still pay us. We may designate part of your credit limit as a Cash Advance limit and part as a Balance Transfer limit. We may change your credit limit(s) at any time, without notice. You may use a portion of your credit limit for Cash Advances and Balance Transfers. Each Purchase, Cash Advance, and Balance Transfer obtained will reduce the amount of available credit under your credit limit until it is repaid. We may delay increasing your available credit by the amount of any payment that we receive for up to 12 calendar days.

**Credit Limit Increase:** To request a credit limit increase contact the Customer Service number on your statement. We may impose a fee for processing the request.

**Credit Authorizations:** We may decline to authorize a transaction for any reason. We will not be liable to you if we decline a transaction or if anyone refuses any use of your Card.

**Automatic Billing:** You may set up automatic billing with a merchant. You authorize us to provide an updated Account number or Card expiration date to any merchant at our discretion. Contact the merchant to stop automatic billing.

**Joint Accounts:** If this is a joint account, each of you is responsible individually and together for all amounts owed. Each of you is responsible even if the Account is used by only one of you. You will continue to be liable for the entire balance of the Account, even if your co-applicant is ordered by a court to pay us. You will remain liable to us if your co-applicant fails to pay as ordered by the court. Your Account status will continue to be reported to the credit reporting agencies under each of your names. The delivery of notices or billing statements to either of you serves as delivery to each of you. We may rely on instructions given by either of you. We are not liable to either of you for relying upon such instructions.

**Electronic Access:** Applications (apps) on electronic devices (such as mobile wallets) can store your Card and can be used to get credit under this Agreement. Such transactions are covered by this Agreement. Apps may have separate terms of use. We are not responsible if you violate those terms or for any consequences from violating those terms.

**Additional Cardholder:** At your request, we may, at our discretion, issue, in the name of another person, an additional Card on your Account. That person is an Additional Cardholder, as well as an Authorized User. An Additional Cardholder has access to certain Account information including balance, available credit and payment information. If you advise us that the Additional Cardholder is your spouse, information regarding the Account will be provided to consumer reporting agencies in your name as well as in the name of the Additional Cardholder. By requesting that we add an Additional Cardholder to your Account, you represent that you (1) have the consent of the Additional Cardholder to be added to the Account, (2) have provided a copy of this Agreement to the Additional Cardholder, and (3) if the Additional Cardholder is your spouse, you have told the Additional Cardholder that Credit One Bank will furnish credit information about them to the credit reporting agencies in connection with the Account. The Additional Cardholder may report the Card lost or stolen and may remove him or herself from the Account.

## ***Interest Rates and Interest Changes***

**Annual Percentage Rates (APRs):** See the Pricing Summary for your APRs. The APR for Balance Transfers will be the same as the APR for standard Purchases, unless a promotional rate applies.

**Variable Rates:** Your Pricing Summary indicates whether you have any variable APRs. Variable APRs are determined by adding to the Prime Rate the number of percentage points ("margin") specified in the Pricing Summary. Variable APRs will increase or decrease when the Prime Rate changes. The APR change will take effect beginning with billing cycles that end on or after the first day of the month after the month in which the Prime Rate changes. An increase in the APR will increase your interest charges and may increase your Minimum Payment Due.

**Average Daily Balance Method (including new transactions):** We calculate interest each billing cycle by first figuring the "average daily balance" for each type of balance. Standard Purchases, standard Cash Advances, standard Balance Transfers, and each promotional offer, are all types of balances.

For each type of balance, for each billing cycle, we start with the balance on the last day of your previous billing cycle. We subtract any unpaid interest. This is the beginning balance each day. Each day of the billing cycle we subtract any new payments and credits applied to that type of balance. We add any new transactions and fees for that type of balance. We add Purchases, Cash Advances, and Balance Transfers on the post date. We add transaction fees on promotional rate and non-promotional rate Balance Transfers to the same type of balance as the transaction. We add all other fees to the standard Purchase balance. This gives us the daily balance for that type of balance, except that if the daily balance is negative, we treat it as zero. We then add up all of the daily balances and divide by the number of days in the billing cycle. This gives us the "average daily balance" for that type of balance. We multiply the average daily balance by the applicable monthly periodic rate (the APR divided by 12). This gives us the interest charged for that type of balance for that billing cycle. This interest is included in the Account balance on the last day of the billing cycle. The results for all types of balances are then added together to determine the total interest charged that billing cycle.

**When Interest Begins:** We begin to impose interest on a transaction or fee from the day we add it to the daily balance. We continue to impose interest 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 billing statement by the Payment Due Date shown on that billing statement, we will not impose interest on new Purchases paid by the Payment Due Date on your current billing statement. The Payment Due Date will be at least 24 days after the close of the billing cycle. If you have been paying your Account balance in full and thereby avoiding interest on Purchases, but then do not pay the next New Statement Balance in full by the Payment Due Date, in that billing cycle we will start charging interest on the unpaid portion of your balance.

## ***Fees***

See the Pricing Summary for additional Fee information.

**Annual Fee:** If your Account is subject to an Annual Fee, the amount and when it is billed is shown on the Pricing Summary. The Annual Fee is billed to the Account until the Account is closed and the outstanding balance is paid in full. The Annual Fee is refundable as long as you cancel your Account and have not used your card for any Purchases, Cash Advances, or Balance Transfers and you have not made a payment.

**Credit Limit Increase Fee:** If a fee is imposed for processing a Credit Limit increase request, we will tell you the amount of the fee at the time of your request and before you agree to it.

**Foreign Transaction Fee:** We add this fee, unless "None" is stated in the Pricing Summary table, for each purchase made outside the U.S. (A purchase is made outside the U.S. unless it is made with a U.S. merchant, processed completely in the U.S., and in U.S. dollars.) The fee is a percentage of the U.S. dollar amount of the purchase. American Express charges a foreign currency conversion fee of 1% of the amount of the transaction in U.S. dollars. This fee is included as part of the Foreign Transaction Fee listed in the Pricing Summary.

**Optional Express Payment Service Fee:** If a representative of ours helps expedite your payment, we may impose an Express Payment fee. You will be informed of the amount of the fee before you complete the transaction.

**Duplicate Statement Fee:** If you request a duplicate copy of a monthly statement, for any purpose other than to assert a billing error, you will be charged a fee of up to $10 for each statement copy requested.

**Sales Slip Request Fee:** If you request a copy of a sales slip, for any purpose other than to resolve a dispute about the charges on your Account, you will be charged a fee of $6 for each sales slip copy requested.

**Replacement Card Fee:** If you request a replacement card, a Replacement Card Fee of up to $25 may be charged to your Account.

## ***Payments***

**Minimum Payment Due:** See the Pricing Summary for the minimum payment requirements.

**Small Balances:** As it is uneconomical for both you and us to process payments or maintain credits that are $1 or less in amount, you agree as follows: (1) In any billing cycle in which you have had no transactions and your New Balance on the billing date is $1 or less, the balance will be rounded to zero and you will not receive a bill for this amount. (2) In the event that you have a credit balance of $1 or less for two consecutive billing cycles, the balance will be rounded to zero and you will not receive a refund of this amount.

**Payment Instructions:** You must pay us in U.S. dollars, in funds on deposit in the U.S. 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.

**Irregular Payments:** Any payment submitted in offer of settlement of a disputed debt, including any item containing a notation such as "paid in full," and any other item with a restrictive endorsement, must be sent to: Credit One Bank, P.O. Box 95516, Las Vegas, NV 89193-5516. We can accept late payments, partial payments, and checks or other items with restrictive endorsements at any other address without losing any of our rights under this Agreement.

**Postdated Checks:** You agree that we need not examine any payment check to confirm that it is not postdated and that we may deposit any postdated check on the day we receive it.

**Payment Allocation:** We apply payments up to the Minimum Payment Due and credits at our discretion, which may result in balances at lower APRs being paid first and higher interest charges. Payments over the Minimum Payment Due will be applied to balances with higher APRs first.

## ***Collecting, Sharing, and Updating Information***

**Customer Privacy:** We send you our Privacy Policy when you open your Account and thereafter in accordance with applicable law. 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. You accept the terms of our Privacy Policy when you use the Account. Contact us or visit CreditOne.com if you would like a copy.

**Information About You:** You authorize us to obtain and/or use information about you from third parties and credit reporting agencies to: (1) verify your identity and/or conduct investigative inquiries; (2) determine your income and credit eligibility; (3) review your Account and provide renewal of credit; (4) verify your current credit standing in order to present future credit limit increases or decreases; (5) qualify you for and present additional lines of credit or other offers; and (6) collect amounts owing on your Account. Upon request, we will tell you the name and address of any credit reporting agency that provided us with information concerning you.

**Furnishing Information:** We may furnish information concerning your Account or credit file to consumer reporting agencies and others who may properly receive that information. If you believe that information we furnished is inaccurate or incomplete, please write us at Credit One Bank, P. O. Box 98873, Las Vegas, NV 89193-8873. Please include your name, address, home phone number and Account number.

**Telephone Calls, Text Messages and Emails Regarding Your Account:** You are providing express written permission and consent authorizing Credit One Bank and our agents, servicers, contractors, subsidiaries, affiliates, officers, and other partners and employees to contact you at any phone number (including mobile, cellular/wireless, or similar devices) or email address you provide at any time, for any lawful purpose. The ways in which we may contact you include live operator, dialing system, automatic telephone dialing systems (auto-dialer), prerecorded and artificial voice message, text/SMS message or email. Phone numbers and email addresses you provide include those you give to us, those from which you, or someone acting on your behalf, contact us or which we obtain through other means. If you provide a phone number for which you are not the owner, you confirm you are authorized to provide that number. Such lawful purposes include, but are not limited to: obtaining information; activation of the card for verification and identification purposes; account transactions or servicing related matters; suspected fraud or identity theft; collection on the Account; and providing information about special products and services. You agree to pay any fee(s) or charge(s) that you may incur for incoming communications from us or outgoing communications to us, to or from any such number or email address, without reimbursement from us.

**Communication Revocation:** You may revoke your authorization for most communications. However, you cannot revoke authorization for fraud related communications or legally required communications. To change your communication preferences or to revoke consent you must write us. Please:

- include your name, mailing address, and the last four digits of your Account number;
- specify whether you are changing your preferences regarding mail, telephone calls, emails, and/or text or SMS messages;
- provide the specific phone number(s) and/or email address for which you are requesting communications to cease;
- send this written notice to: Credit One Bank, P.O. Box 98873, Las Vegas, NV 89193-8873.

Certain communication preferences can be changed on-line. Please log in to your Account to see if that option is available.

**Telephone Monitoring:** You agree that we (and our servicers, agents and contractors) may monitor and record any calls between you and us.

**Updating Your Phone Number:** Notify us immediately if you change mobile or cell phone numbers or plan to give your phone to someone else. It is your responsibility to provide us with a true, accurate and complete mobile number and to maintain and update promptly any changes in this information. You can update your mobile number by calling us at the phone number on the back of your Card.

**Indemnification:** If you provide telephone number(s) for which you are not the subscriber, or fail to notify us when you cease to be the subscriber for a telephone number you previously gave us, you agree to indemnify us, our subsidiaries, affiliates, officers, agents, servicers, contractors, and other partners and employees for any costs and expenses, including reasonable attorneys' fees, incurred as a result of us contacting or attempting to contact you at the number(s). Your obligation under this paragraph shall survive termination of the Agreement.

## *Account Closure*

**Default:** You are in default under this Agreement if (1) bankruptcy or another insolvency proceeding is filed by or against you; (2) we reasonably believe you are unable or unwilling to repay us; (3) you die or are legally incompetent or incapacitated; (4) you fail to comply with the terms of this Agreement, including failing to make a required payment when due, exceeding your credit limit or using your Card or Account for an illegal transaction; (5) you give us misleading, false, incomplete or incorrect information or fail to give us any information we deem necessary; or (6) if you no longer permanently reside in the United States or its territories. If you are in default, we may declare the entire Account balance immediately due and payable without advance 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.

**Closing Your Account:** You may close your Account at any time. You will remain responsible for any amount you owe us under this Agreement. Any joint Cardholder may cancel a joint Account. However, both of you will remain responsible for paying all amounts owed. If your Account is subject to an Annual Fee, the fee will continue to be charged until you pay your outstanding balance in full.

We may cancel, suspend or not renew your Card, Account, or access to the credit line at any time and for any reason without notice. If your Account is closed by us, the Annual Fee will continue to be charged until you pay your outstanding balance in full.

However, when your Account is closed, if there is: (1) a debit balance of $1 or less, that balance will be rounded to zero and you will not be required to pay this amount; or (2) a credit balance of $1 or less, that balance will be rounded to zero and this amount will not be refunded to you. The rounding to zero may occur after your closing statement cycles, and you may not receive a statement reflecting the rounding.

## *Arbitration Agreement*

**PLEASE READ CAREFULLY—IMPORTANT—AFFECTS YOUR LEGAL RIGHTS**

This agreement to arbitrate provides that you or we can require controversies or disputes between us to be resolved by BINDING ARBITRATION. You have the right to REJECT this agreement to arbitrate by using the procedure explained below.

If you do not reject this agreement to arbitrate, you GIVE UP YOUR RIGHT TO GO TO COURT and controversies or disputes between us will be resolved by a NEUTRAL ARBITRATOR INSTEAD OF A JUDGE OR JURY, using rules that are simpler and more limited than in a court. Arbitrator decisions are subject to VERY LIMITED REVIEW BY A COURT. Arbitration will proceed INDIVIDUALLY— CLASS ACTIONS AND SIMILAR PROCEDURES WILL NOT BE AVAILABLE TO YOU.

**Agreement to Arbitrate:** You and we agree that either you or we may, without the other's consent, require that controversies or disputes between you and us (all of which are called "Claims"), be submitted to mandatory, binding arbitration. This agreement to arbitrate is made pursuant to a transaction involving interstate commerce, and shall be governed by, and enforceable under, the Federal Arbitration Act (the "FAA"), 9 U.S.C. §1 et seq., and (to the extent State law is applicable), the laws of the State of Nevada.

For purposes of this agreement to arbitrate, "you" includes you, any co-applicant, any Authorized User (including Additional Cardholders), or anyone else connected with you or claiming through you; and "we" or "us" includes Credit One Bank, N.A., all of its parents, subsidiaries, affiliates, successors, predecessors, employees, and related persons or entities, and all third parties who are regarded as agents or representatives of us in connection with the subject matter of the claim or dispute at issue.

**Covered Claims:** Claims subject to arbitration include, but are not limited to, any controversies or disputes arising from or relating in any way to your Account; any transactions involving your Account; any disclosures made to you concerning your Account; any interest, charges, or fees assessed on your Account; any service(s) or programs related to your Account; and, if permitted by the rules of the arbitration forum, any collection of debt related

to your Account. Claims also include controversies or disputes arising from or relating in any way to advertising, solicitations, or any application for, approval of, or establishment of your Account. Claims subject to arbitration include any controversies or disputes based on any theory of law, whether contract, tort, statute, regulation, common law, or equity, or whether they seek legal or equitable remedies. All Claims are subject to arbitration whether they arose in the past, may currently exist, or may arise in the future. Arbitration will apply even if your Account is closed, you pay us in full any outstanding debt you owe, or you file for bankruptcy. Also, controversies or disputes about the validity, enforceability, coverage, meaning, or scope of this agreement to arbitrate or any part thereof are subject to arbitration and are for the arbitrator to decide. Any questions about what Claims are subject to arbitration shall be resolved by interpreting this agreement to arbitrate in the broadest way the law will allow it to be enforced.

**Claims Not Covered:** Claims (whether brought initially or by counter or cross-claim) are not subject to arbitration if they are filed by you or us in a small claims court, so long as the case remains in such court and only individual claims for relief are advanced in the case.

**No Class Arbitration or Consolidation or Joinder of Parties:** Class actions and other similar procedures in which individuals seek to represent similarly situated individuals or seek relief on behalf of the general public, and consolidation or joinder of Claims (except for claimants on the same account), are NOT available under this agreement to arbitrate. Claims in arbitration will proceed on an INDIVIDUAL basis only:

> UNLESS YOU REJECT THIS AGREEMENT TO ARBITRATE, YOU AND WE WAIVE THE RIGHT TO ASSERT OR PARTICIPATE IN A CLASS ACTION OR ANY REPRESENTATIVE OR CONSOLIDATED PROCEEDING IN COURT OR IN ARBITRATION.

The arbitrator shall have no authority to entertain any Claim as a class action or private attorney general action or on any other similar representative basis, nor shall the arbitrator have any authority to consolidate or join Claims brought by separate claimants (except for claimants on the same account). This also means that the arbitrator 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.†

†**Notice to California Account Holders:** This agreement to arbitrate shall not be construed to prevent you from seeking in the arbitration the remedy of public injunctive relief if (a) you reside in California, (b) you resided in California at the time you entered into this agreement to arbitrate, or (iii) the billing address for your Account is a California address (hereafter, "California Account Holder").

**Initiation of Arbitration:** The arbitration shall be administered by the American Arbitration Association ("AAA") before a single arbitrator under the AAA's Consumer Arbitration Rules, or by a mutually agreeable administrator, before a single arbitrator, as modified by this arbitration provision. Information about the arbitration process for AAA can be obtained from the AAA at www.adr.org. The arbitrator shall be selected from the AAA (or mutually agreeable administrator) panel of neutrals then active on the roster maintained by the AAA (or mutually agreeable administrator) office located in the city of or nearest to your billing address and, unless otherwise mutually agreed, the arbitrator shall be a retired federal judge, a retired state appellate judge, a retired state trial judge, or a lawyer with at least 15 years of experience in that order of preference.

In the event that the AAA or mutually agreeable administrator is unable or unwilling 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).

**Arbitration Procedures and Applicable Law; Offer of Settlement:** Unlike a lawsuit in state or federal court, arbitration is conducted by a private organization that specializes in alternative dispute resolution. Disputes in arbitration are decided by a neutral arbitrator instead of a judge or jury. You may represent yourself in arbitration, or you may be represented by a lawyer.

Under this agreement to arbitrate, a single arbitrator designated by the arbitration administrator will decide the Claim under applicable law. The arbitrator is bound by the terms of this agreement to arbitrate. The AAA or mutually agreeable administrator will apply its code of procedures in effect at the time the arbitration claim is filed. If there is a conflict between that code of procedures and this arbitration provision and/or any sections of this Card Agreement, this arbitration provision and/or this Card Agreement will control. The arbitrator will honor all claims of privilege recognized by law. Subject to the prohibition on class, representative, and consolidation procedures set forth above, the arbitrator will have the power to award to a party any damages or other relief (including relief in equity) provided for under applicable law. That is, a party will be entitled to recover in arbitration any damages or other relief that it could recover if it prevailed in a court proceeding. An arbitrator's award shall consist of a written statement setting forth the disposition of each Claim. At the request of any party, the arbitrator shall also set forth a written explanation of the essential findings and conclusions on which the award is based. An arbitration award shall decide the rights and obligations only of the parties named in the arbitration, and shall not have any bearing on another person or dispute.

If your Claim is for $10,000 or less, you may choose whether the arbitration will be conducted solely on the basis of documents, in a telephonic hearing, or in an in-person hearing.

Any in-person hearing will take place in the federal judicial district that includes your billing address at the time the Claim is filed, unless the parties agree to a different place.

**The Arbitrator's Decision:** The arbitrator's decision will be final and binding on the parties. A party can file a written appeal to the arbitration administrator within thirty (30) days after an award is issued. The appeal will proceed before a panel of three neutral arbitrators designated by the same arbitration administrator. The panel will decide anew all factual and legal issues, following the same rules of procedure, by majority vote any aspect of the original decision objected to. The costs of such an appeal will be borne in accordance with the below paragraph entitled "Fees and Costs". Any review by a court shall be governed by the Federal Arbitration Act. Any final arbitration award will be binding on the named parties and enforceable by any court having jurisdiction.

**Fees and Costs:** We will pay any costs that are required to be paid by us under the arbitration administrator's rules of procedure. If you file the arbitration, you will pay your share of the initial filing fee, unless you seek and qualify for a fee waiver under the applicable rules of the arbitration administrator. The party filing an appeal shall be responsible for all filing fees and costs of the appeal unless prohibited by administrator's rules of procedure. All parties are responsible for their own attorney's fees, expert fees and any other expenses, unless the arbitrator awards such fees or expenses to you or us if allowed by applicable law.

**Other Parties Subject to this Agreement to Arbitrate:** In addition to you and us, the rights and duties described in this agreement to arbitrate apply to: any third party co-defendant of a claim subject to this arbitration provision; all joint account holders, Additional Cardholders, and Authorized Users of your Account(s).

**How to REJECT this Agreement to Arbitrate:** You can reject this agreement to arbitrate but only if we receive from you a written notice of rejection within 45 days after it was first provided to you. To reject this agreement to arbitrate you must send the notice of rejection to: Credit One Bank, Attention: Arbitration Opt Out, P. O. Box 98873, Las Vegas, NV 89193-8873. Rejection notices sent to any other address will not be accepted or effective. If you decide to reject this agreement to arbitrate in writing, your notice must state that you reject this agreement to arbitrate and include your name, address, account number, and personal signature. Rejection of arbitration will not affect your other rights or responsibilities under this Card Agreement.

**Survival, Severability, and Amendment of Terms:**
*Survival.* This agreement to arbitrate shall survive changes in the Agreement and termination of the Account or the relationship between you and us, including the bankruptcy of any party and any transfer or sale of your Account, or amounts owed on your Account, to another person or entity.
*Severability.* If any part or parts of your agreement to arbitrate are declared unenforceable, then such specific part or parts shall be of no force or effect and shall be severed, but the remainder of this agreement to arbitrate shall continue in full force and effect. If, however, the entire agreement to arbitrate or your waiver of the right to bring or participate in a class or representative action or in consolidation procedures is unenforceable, then the agreement to arbitrate shall be of no force or effect. Notwithstanding the preceding sentence, with respect to California Account Holders, if arbitration is unenforceable, in whole or in part, you and we agree to resolve any Claim by a judicial reference proceeding as described above.
*Amendment in Writing Only.* This agreement to arbitrate may not be amended, severed, or waived, except as expressly provided in the Agreement or in a written agreement between you and us.

## *Other Information*

**Transactions in Foreign Currencies:** If you make a transaction at a merchant that settles in a currency other than U.S. dollars, American Express will convert that charge into a U.S. Dollar amount. That conversion will be done at a rate selected by American Express from the range of rates available in wholesale currency markets for the applicable central processing date, which rate may vary from the rate American Express itself receives, or the government-mandated rate in effect for the applicable central processing date. The currency conversion rate used on the processing date may differ from the rate that would have been used on the purchase date or on the date the transaction is posted to your Account. You agree to pay the converted amount, including any charges for the conversion that may be imposed as described above.

**Changes to Your Agreement:** The rates, fees and terms of this Agreement may change and we may add or delete any term to this Agreement, consistent with applicable law. We will give you advance written notice of these changes and a right to reject the change, if required by law.

**Unauthorized Use:** Notify us immediately if your Card is lost or stolen or you suspect that someone is using your Card or Account without your permission.

**Assignment:** We may assign any or all of our rights and obligations under this Agreement. You may not assign any of your rights or obligations under this Agreement.

**No Waiver:** We will not lose our rights under this Agreement because we delay or do not enforce them.

**Governing Law:** This Agreement is governed by and interpreted in accordance with the laws applicable to national banks, and, where no such laws apply, by the laws of the State of Nevada, excluding the conflicts of law provisions thereof, regardless of your state of residence.

**Conformance with Law; Severability:** If any part of this Agreement conflicts with applicable law, that provision will be considered modified to conform to applicable law. If any part of this Agreement is invalid, the rest shall remain in effect, except as otherwise noted in the Arbitration Provision.

## ***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 the Billing Inquiries address on the statement.

In your letter, give us the following information:

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

You must contact us:

- Within 60 days after the error appeared on your statement.
- At least 3 business days before an automated payment is scheduled, if you want to stop payment on the amount you think is wrong.

You must notify us of any potential errors in writing. You may call us, but if you do we are not required to investigate any potential errors and you may have to pay the amount in question.

**What Will Happen After We Receive Your Letter**

When we receive your letter, we must do two things:

1. Within 30 days of receiving your letter, we must tell you that we received your letter. We will also tell you if we have already corrected the error.
2. Within 90 days of receiving your letter, we must either correct the error or explain to you why we believe the bill is correct.

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

- We cannot try to collect the amount in question, or report you as delinquent on that amount.
- The charge in question may remain on your statement, and we may continue to charge you interest on that amount.
- While you do not have to pay the amount in question, you are responsible for the remainder of your balance.
- We can apply any unpaid amount against your credit limit.

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

*If we made a mistake:* You will not have to pay the amount in question or any interest or other fees related to that amount.

*If we do not believe there was a mistake:* You will have to pay the amount in question, along with applicable interest and fees. We will send you a statement of the amount you owe and the date payment is due. We may then report you as delinquent if you do not pay the amount we think you owe.

If you receive our explanation but still believe your bill is wrong, you must write to us within 10 days telling us that you still refuse to pay. If you do so, we cannot report you as delinquent without also reporting that you are questioning your bill. We must tell you the name of anyone to whom we reported you as delinquent, and we must let those organizations know when the matter has been settled between us.

If we do not follow all of the rules above, you do not have to pay the first $50.00 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 $50.00. (Note: Neither of these are necessary if your purchase was based on an advertisement we mailed to you, or if we own or operate the company that sold you the goods or services.)
2. You must have used your credit card for the purchase. Purchases made with cash advances from an ATM or with a check that accesses your credit card account do not qualify.

3. You must not yet have fully paid for the purchase.

If all of the criteria above are met and you are still dissatisfied with the purchase, contact us in writing at the Billing Inquiries address shown on your statement.

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

## ***Rewards Program Supplement***

This document ("Supplement") describes the terms and conditions of the Credit One Bank Rewards Program ("Program") and supplements the Card Agreement that governs your credit card account issued by Credit One Bank, N.A. (the "Account"). By using the Account, you agree to participate in the Program. Your participation is subject to the terms of the Card Agreement, including the arbitration agreement, if applicable, and this Supplement. In the event of a conflict between the Card Agreement and this Supplement, with respect to matters relating to the Program, this Supplement controls.

**Earning Wander Rewards:** You earn reward points for every dollar you spend for Purchases using your Account minus returns, refunds, disputed charges, and fraudulent transactions ("Net Eligible Purchases") as follows:

10 points on eligible hotel (as defined below) and car rental purchases using the designated travel provider (which may change from time-to-time) accessed via the link in the Credit One Bank Mobile App or your online Account. You will receive 5 points after you complete the hotel and car rental purchases and an additional 5 points ("Additional Points") after the hotel and car rental purchases are used. If you book the hotel and car rental as a package, you will only receive 5 points for every $1 spent. For purposes of this paragraph, hotel means all stays (including without limitation, hotels, motels, inns, resorts, and any other overnight accommodations available through the designated travel provider) purchased using the link in the Credit One Bank Mobile App or your online Account. Any hotel and car rental purchases not booked directly after clicking the link in your Account will only receive 5 points.

- 5 points on eligible purchases in the travel category (flights, travel agencies, and tour operators; hotels, motels, inns, resorts, and car rentals) not purchased using the designated travel provider (which may change from time-to-time) accessed via the link in the Credit One Bank Mobile App or your online Account), eligible restaurants and gasoline.
    - Eligible purchases include purchases made at Airlines and Air Carriers; Automobile Rental Agency/Car Rental Agencies; Lodging – Hotels, Motels, Resorts and Central Reservation Systems; Travel Agencies and Tour Operators; Eating Places and Restaurants; Drinking Places (Alcoholic Beverages) – Bars, Taverns, Nightclubs, Cocktail Lounges, and Discotheques; Fast Food Restaurants; Service Stations (with or without Ancillary Services); and Automated Fuel Dispensers.
    - Non-eligible purchases where you earn 1 point include purchases made at oil, propane, home heating companies, cruise lines; timeshares; and hostels.
- 1 point on all other purchases, including the non-eligible purchases listed above.
- Purchases where you earn no points include traveler's checks, foreign currency purchases, money orders, wire transfers, and similar cash-like transactions.

We round the Net Eligible Purchase amount to the nearest whole dollar and you must spend at least one dollar in Net Eligible Purchases with your Account in order to earn points. For example, if you make an eligible purchase of $1.50, you are eligible to earn 2 points, if you make an eligible purchase of $1.49, you are eligible to earn 1 point and if your purchase amount is $0.99 or less, you are not eligible to earn any points.

You do not earn reward points on Cash Advances, Balance Transfers, interest and account fees. Except for Additional Points, points are posted to your Account within thirty-seven days after an eligible transaction posts to your Account. Additional Points are typically posted to your Account within ninety (90) days after the applicable hotel and/or car rental purchases are used. If your Account is in default, as defined in your Card Agreement, at the time the points are to be posted, you WILL NOT receive the points. Reward points have no cash value; however, when redeemed in accordance with the Program have a redemption value. See "**Redeeming Wander Rewards**" below. Points may not be transferred to any other person including through such events as inheritance, bankruptcy or divorce.

Point accumulation is not limited as long as your Account is in good standing, and you may have a negative points balance (because of returns and other post transaction actions). If your Account has a negative points balance, any newly earned points will be used to offset that negative points balance until that balance has been brought to zero. As long as your Account is in good standing your points do not expire. Points are forfeited 90 days after your Account is closed by you or us. If we find evidence of misuse, fraud or the Account is in default, as defined in your Card Agreement, no redemptions of points will be permitted; provided that if your Account is closed because of nonpayment, you will have 90 days to redeem any points from the date the notice is sent to you. See "**Redeeming Wander Rewards**." Points from separate accounts cannot be combined. Authorized Users earn points on the Account, but only the primary Cardholder may redeem points.

**Merchant Categories:** Merchants who accept credit cards are assigned a merchant code, which is determined by the merchant or its processor in accordance with the applicable credit card network's procedures based on the kinds of products and services they primarily sell. We have no control over merchant codes. Please note:

- We make every effort to include all relevant merchant codes in our reward points categories. However, even though a merchant or some of the

items that it sells may appear to fit within a reward points category, the merchant may not have a merchant code in that category or may not use an eligible merchant code. When this occurs, Purchases with that merchant will not qualify for reward points.

- A merchant with more than one location may submit Purchases using different codes, including codes that are not eligible under this Program. This means that Purchases from the same merchant at a different location may result in no reward points. Purchases made without an eligible code WILL NOT qualify for reward points.
- Purchases submitted by you, an authorized user, or the merchant through third-party payment accounts, mobile or wireless card readers, online or mobile digital wallets, or similar technology will not qualify in a reward points category if the technology is not set up to process the purchase in that reward points category.

**Redeeming Wander Rewards:** Points may be redeemed for cash back rewards, gift cards and other consumer goods and services. All point redemptions are subject to terms and conditions set forth at www.creditonebank.com/WanderRewardsRedemptionTerms. Reward points posted to your Account as a statement credit may be requested in increments of 1,000 points. Each point redeemed is worth $0.01 (1,000 = $10) and may change without notice. The number of points you need to redeem for other consumer goods and services will be determined at redemption and may change without notice. The most up-to-date number of reward points you have available to redeem (which reflects any points adjustments, transfers, or redemptions) is available online or at the customer service number and may differ from the available points shown on your last monthly billing statement.

**Feedback:** If you send or transmit any communications, comments, questions, suggestions, or related materials, whether by letter, e-mail, telephone, or otherwise ("Feedback"), suggesting or recommending changes to the Program or how reward points are fulfilled, including, without limitation, new features or functionality, you grant to us and any of our vendors a perpetual right to use the Feedback for our own and their own, respective internal business purposes. Further, we, our service providers, vendors and any subcontractors disclaim any liability to you for any such use of Feedback for our or their own, respective internal business purpose.

**Consumer Goods/Services Disclaimer: BY PARTICIPATING IN THE PROGRAM, YOU ACKNOWLEDGE AND AGREE THAT CREDIT ONE BANK AND ITS VENDORS ARE ONLY PROVIDING THE PROGRAM TO EARN AND REDEEM POINTS AND NOT PROVIDING CONSUMER GOODS OR SERVICES. CREDIT ONE BANK AND ITS VENDORS ARE NOT INVOLVED IN WARRANTING ANY CONSUMER GOODS OR SERVICES WHICH YOU MAY ACQUIRE UTILIZING THE PROGRAM AND REDEMPTION SERVICES. CREDIT ONE BANK AND ITS VENDORS DO NOT MAKE, AND AFFIRMATIVELY DISCLAIM, ANY AND ALL WARRANTIES, EXPRESS OR IMPLIED, WITH RESPECT TO SUCH CONSUMER GOODS OR SERVICES, INCLUDING WITHOUT LIMITATION, ANY WARRANTY OF MERCHANTABILITY, SUITABILITY FOR A PARTICULAR PURPOSE, OR AGAINST INFRINGEMENT. WARRANTIES FOR CONSUMER GOODS AND SERVICES ARE LIMITED TO THE APPLICABLE THIRD-PARTY SUPPLIER'S WARRANTIES AND RETURN POLICIES. BY PARTICIPATING IN THE PROGRAM, YOU ACKNOWLEDGE AND AGREE TO LOOK SOLELY TO THE APPLICABLE MERCHANT PROVIDING THE CONSUMER GOODS AND/OR SERVICES REDEEMED OR PURCHASED BY YOU UTILIZING THE PROGRAM FOR ANY WARRANTY, REMEDY, OBLIGATION AND/OR LIABILITY WITH RESPECT TO SUCH CONSUMER PRODUCTS AND/ OR SERVICES. BY PARTICIPATING IN THE PROGRAM, YOU RELEASE CREDIT ONE BANK AND ITS VENDORS FROM ANY AND ALL LIABILITY WITH RESPECT TO SUCH CONSUMER GOODS AND SERVICES.**

**Information Disclaimer: IN THE COURSE OF PROVIDING THE PROGRAM AND REDEMPTION SERVICE FOR CONSUMER GOODS AND/OR SERVICES, CREDIT ONE BANK AND/ OR ITS VENDORS MAY INTEGRATE WITH THIRD-PARTY SUPPLIERS SELECTED OR CHANGED BY CREDIT ONE BANK AND/OR ITS VENDORS, IN THEIR SOLE DISCRETION, FOR THE FULFILLMENT OF SUCH CONSUMER GOODS AND/OR SERVICES REDEEMED OR PURCHASED UTILIZING THE PROGRAM. IN ORDER TO FACILITATE FULFILLMENT OF THE CONSUMER GOODS AND SERVICES WITH THE THIRD-PARTY SUPPLIERS, CREDIT ONE BANK AND/OR ITS VENDORS MAY SEND YOUR REQUIRED PERSONAL AND OTHER INFORMATION (WHICH CAN INCLUDE, BUT IS NOT LIMITED TO FIRST NAME, LAST NAME, SHIPPING ADDRESS, PHONE NUMBER AND EMAIL ADDRESS) TO THIRD-PARTY SUPPLIERS TO FACILITATE THE PURCHASE OR REDEMPTION. BY PARTICIPATING IN THE PROGRAM AND REDEEMING POINTS FOR CONSUMER GOODS OR SERVICES, YOU THEREFORE AGREE THAT CREDIT ONE BANK AND ITS VENDORS WILL NOT BE HELD RESPONSIBLE AND YOU HEREBY RELEASE CREDIT ONE BANK AND ITS VENDORS FROM ANY LIABILITY FOR YOUR INFORMATION AFTER IT IS INPUT INTO THE REDEMPTION FULFILLMENT SERVICES, FOR THE EXCLUSIVE BENEFIT OF, AND USE BY, THE THIRD-PARTY SUPPLIER, BY YOU AND CORRECTLY TRANSMITTED TO THE THIRD-PARTY SUPPLIER FOR ORDER FULFILLMENT. AFTER YOUR INFORMATION IS PLACED INTO THE REDEMPTION FULFILLMENT SERVICE, YOUR INFORMATION SHALL BE SUBJECT TO THE PRIVACY POLICY AND TERMS OF SUCH THIRD-PARTY SUPPLIER.**

**Program Restrictions:** Automatic statement credits for redemption for cash back rewards will reduce the balance on your Account but will not count as payments. You will still be required to pay at least the Minimum Payment Due as shown on your billing statement each month. You WILL NOT earn reward points for Purchases made while your Account is in default as defined within your Card Agreement. This Program excludes Accounts already enrolled in a different Credit One Bank cash back or other rewards program.

**Changes:** The Program may be changed (added to, modified or deleted) by us at any time, including without limitation changes to the definition of eligible and non-eligible purchases. We will give you prior notice to the extent required by law. Any revision may affect your ability to earn or redeem reward points.

**Termination:** We may suspend or terminate the Program or your participation in the Program and will give you prior notice, to the extent required by law. If we suspend or terminate the Program or your participation in the Program, you will have 90 days to redeem any points from the date the notice is sent to you. See "**Redeeming Wander Rewards**." Redemption of reward points available upon Account closure is subject to the redemption terms and conditions available at www.creditonebank.com/WanderRewardsRedemptionTerms.

**Limited Liability:** Unless otherwise required by law, this Program, or our Card Agreement with you, we will not be liable to you or anyone making a claim on your behalf, in connection with: (1) any change or termination of the Program; (2) any loss, damage, expense or inconvenience caused by

any occurrence outside of our control; (3) any taxes that you incur as a result of receiving cash back rewards and/or reward points, payment of which taxes will be your responsibility; (4) any merchandise or services you purchase, or for any direct, indirect or consequential damages with respect to the use of your Account. In any event, any liability that Credit One Bank may have to you in connection with the Program shall be limited to the amount of any cash back rewards and/or reward points you have earned in this Program. The Program, cash back rewards and/or reward points are void or limited where prohibited or restricted, respectively, by federal, state or local law.

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# *CARD AGREEMENT*

**D485**

## ***Pricing Summary***

| **Interest Rates and Interest Charges** | |
|---|---|
| **ANNUAL PERCENTAGE RATE (APR) for Purchases** | **29.74%**<br>This APR will vary with the market based on the Prime Rate. |
| **ANNUAL PERCENTAGE RATE (APR) for Balance Transfers** | **29.74%**<br>This APR will vary with the market based on the Prime Rate. |
| **ANNUAL PERCENTAGE RATE (APR) for Cash Advances** | **31.74%**<br>This APR will vary with the market based on the Prime Rate. |
| **Paying Interest** | Your due date is at least 24 days after the close of each billing cycle. We will not charge you any interest on Purchases if you pay your entire balance by the due date each month. We will begin charging interest on Cash Advances and Balance Transfers from the posting date. |
| **Minimum Interest Charge** | If you are charged interest, the charge will be no less than $1.00. |
| **For Credit Card Tips from the Consumer Financial Protection Bureau** | **To learn more about factors to consider when applying for or using a credit card, visit the website of the Consumer Financial Protection Bureau at http:// www.consumerfinance.gov/learnmore.** |
| **Fees** | |
| **Annual Fee** | **$75** for the first year. After that **$99** annually (billed at $8.25 per month). |
| **Transaction Fees**<br>• Cash Advance<br>• Balance Transfer<br>• Foreign Transaction | <br>Either **$5** or **8%** of the amount of each Cash Advance, whichever is greater.<br>Either **$5** or **8%** of the amount of each Balance Transfer, whichever is greater.<br>Either **$1** or **3%** of the amount of each purchase in U.S. dollars, whichever is greater. |
| **Penalty Fees**<br>• Late Payment<br>• Returned Payment | <br>Up to **$39***<br>Up to **$39**** |

**How We Will Calculate Your Balance:** We use a method called "average daily balance (including new Purchases)." See your Card Agreement for more details.

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

***Late Payment Fee:** We will charge the maximum safe harbor amount, which is set annually in accordance with 12 C.F.R 1026.52(b)(1)(ii)(D). Currently the fee is $29, unless you incurred a Late Payment Fee during the prior six billing cycles. If you did, the fee is currently $39. This fee will not exceed the related Minimum Payment that was due. We charge a Late Payment Fee to your Account if at least the Amount Due This Period (less any Late Payment Fee for the current billing cycle) plus any Past Due Amount is not received by 5:00 p.m. PT on the Payment Due Date shown on your statement.

****Returned Payment Fee:** We will charge the maximum safe harbor amount, which is set annually in accordance with 12 C.F.R 1026.52(b)(1)(ii)(D). If a payment is not honored upon first presentment, even if the payment is later honored, a Returned Payment Fee will be charged to your Account. Currently, the fee is $29, unless you incurred a Returned Payment Fee in the prior six billing cycles. If you did, the fee is currently $39. This fee will not exceed the related Minimum Payment that was due.

**Additional Rate Information:** The Purchase and Balance Transfer APR equals the Prime Rate plus a margin of 22.99%. This corresponds to a monthly periodic rate of 2.47833%. The Cash Advance APR equals the Prime Rate plus a margin of 24.99%. This corresponds to a monthly periodic rate of 2.64500%.

**Minimum Payments:** 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 the sum of:

- 5% of your outstanding balance, rounded up to the next whole dollar, or $30, whichever is greater;
- any Late Payment Fee for the current billing cycle;
- and any Past Due Amount (excluding any past due Late Payment Fees).

## ***The Agreement***

This Agreement, together with the Pricing Summary, is your contract with us.

**Accepting this Agreement:** You accept this Agreement when you use the Account. You may still reject this Agreement if you have not yet used the Card, used the Account, or paid a fee after receiving a billing statement. To reject the Agreement, call us at 866-515-5721 or write us at Bank Card Center, P.O. Box 95516, Las Vegas, NV 89193-5516. If you reject the Agreement, you are not responsible for any fees or charges.

**Arbitration:** This Agreement includes an Arbitration Provision with class action and jury trial waivers. You can reject the Arbitration Provision. See "How to REJECT this agreement to arbitrate" in the Arbitration section. If you do not, it will be part of this Agreement.

**Promise to Pay:** You agree to pay us for all amounts due on your Account, including credit for Purchases, Balance Transfers, and Cash Advances, as well as interest charges and fees. This includes charges made by Additional Cardholders and other Authorized Users.

## ***Definitions***

**Account** means the Credit One Bank card account under this Agreement.

**Authorized User** means any person you allow to use your Account or Card, including Additional Cardholders. If the Authorized User has been issued a Card and you want to terminate the Authorized User, you must notify us by telephone or in writing.

**Balance Transfer** means a transaction we designate that allows you to use your Account to pay another creditor or yourself. Balance Transfers cannot be used to pay us or our affiliates. A Balance Transfer will be subject to the terms of the Balance Transfer offer and this Agreement.

**Card** refers to one or more cards or access devices, including your Account number, that we give you or someone else with your authorization to get credit under this Agreement.

**Cardholder** refers to each person with a card issued in their name.

**Cash Advance** means the use of your Account to obtain funds at a financial institution or the use of a Convenience Check.

**Convenience Check** means a check we issue to you to take a Cash Advance. You may not use these checks to pay us or our affiliates.

**Purchase** means the use of the Account to obtain goods or services.

**Prime Rate** means the highest U.S. Prime Rate in the Money Rates section of The Wall Street Journal on the 25th day of the month, or the next day if that day is not a publication day. If The Wall Street Journal does not publish the U.S. Prime Rate, we may substitute another index.

**we**, **us**, **our**, and **Credit One Bank** refer to Credit One Bank, N.A., the issuer of your Card.

**you**, and **your** refer to each person who has applied for the Account and where appropriate, the Authorized User.

## ***Features and Use of Your Account***

**Using Your Card:** You may make Purchases wherever the Card is accepted. You may use the Account to obtain Cash Advances, but you may not make more than two Cash Advance transactions per day which may not exceed the lower of your available credit for cash or $200. You may use the Account for only personal, family, or household purposes, and if your Account is used for any other purpose you are still responsible for such use. You may not use the Account for business or commercial purposes. The Account may not be used for online or internet gambling or illegal purposes.

**Your Credit Limit:** We will tell you your credit limit. Keep your Account balance below your credit limit. If you do not, you must still pay us. We may designate part of your credit limit as a Cash Advance limit and part as a Balance Transfer limit. We may change your credit limit(s) at any time, without notice. You may use a portion of your credit limit for Cash Advances and Balance Transfers. Each Purchase, Cash Advance, and Balance Transfer obtained will reduce the amount of available credit under your credit limit until it is repaid. We may delay increasing your available credit by the amount of any payment that we receive for up to 12 calendar days.

**Credit Limit Increase:** To request a credit limit increase contact the Customer Service number on your statement. We may impose a fee for processing the request.

**Credit Authorizations:** We may decline to authorize a transaction for any reason. We will not be liable to you if we decline a transaction or if anyone refuses any use of your Card.

**Automatic Billing:** You may set up automatic billing with a merchant. You authorize us to provide an updated Account number or Card expiration date to any merchant at our discretion. Contact the merchant to stop automatic billing.

**Joint Accounts:** If this is a joint account, each of you is responsible individually and together for all amounts owed. Each of you is responsible even if the Account is used by only one of you. You will continue to be liable for the entire balance of the Account, even if your co-applicant is ordered by a court to pay us. You will remain liable to us if your co-applicant fails to pay as ordered by the court. Your Account status will continue to be reported to the credit reporting agencies under each of your names. The delivery of notices or billing statements to either of you serves as delivery to each of you. We may rely on instructions given by either of you. We are not liable to either of you for relying upon such instructions.

**Electronic Access:** Applications (apps) on electronic devices (such as mobile wallets) can store your Card and can be used to get credit under this Agreement. Such transactions are covered by this Agreement. Apps may have separate terms of use. We are not responsible if you violate those terms or for any consequences from violating those terms.

**Additional Cardholder:** At your request, we may, at our discretion, issue, in the name of another person, an additional Card on your Account. That person is an Additional Cardholder, as well as an Authorized User. An Additional Cardholder has access to certain Account information including balance, available credit and payment information. If you advise us that the Additional Cardholder is your spouse, information regarding the Account will be provided to consumer reporting agencies in your name as well as in the name of the Additional Cardholder. By requesting that we add an Additional Cardholder to your Account, you represent that you (1) have the consent of the Additional Cardholder to be added to the Account, (2) have provided a copy of this Agreement to the Additional Cardholder, and (3) if the Additional Cardholder is your spouse, you have told the Additional Cardholder that Credit One Bank will furnish credit information about them to the credit reporting agencies in connection with the Account. The Additional Cardholder may report the Card lost or stolen and may remove him or herself from the Account.

## ***Interest Rates and Interest Changes***

**Annual Percentage Rates (APRs):** See the Pricing Summary for your APRs. The APR for Balance Transfers will be the same as the APR for standard Purchases, unless a promotional rate applies.

**Variable Rates:** Your Pricing Summary indicates whether you have any variable APRs. Variable APRs are determined by adding to the Prime Rate the number of percentage points ("margin") specified in the Pricing Summary. Variable APRs will increase or decrease when the Prime Rate changes. The APR change will take effect beginning with billing cycles that end on or after the first day of the month after the month in which the Prime Rate changes. An increase in the APR will increase your interest charges and may increase your Minimum Payment Due.

**Average Daily Balance Method (including new transactions):** We calculate interest each billing cycle by first figuring the "average daily balance" for each type of balance. Standard Purchases, standard Cash Advances, standard Balance Transfers, and each promotional offer, are all types of balances.

For each type of balance, for each billing cycle, we start with the balance on the last day of your previous billing cycle. We subtract any unpaid interest. This is the beginning balance each day. Each day of the billing cycle we subtract any new payments and credits applied to that type of balance. We add any new transactions and fees for that type of balance. We add Purchases, Cash Advances, and Balance Transfers on the post date. We add transaction fees on promotional rate and non-promotional rate Balance Transfers to the same type of balance as the transaction. We add all other fees to the standard Purchase balance. This gives us the daily balance for that type of balance, except that if the daily balance is negative, we treat it as zero. We then add up all of the daily balances and divide by the number of days in the billing cycle. This gives us the "average daily balance" for that type of balance. We multiply the average daily balance by the applicable monthly periodic rate (the APR divided by 12). This gives us the interest charged for that type of balance for that billing cycle. This interest is included in the Account balance on the last day of the billing cycle. The results for all types of balances are then added together to determine the total interest charged that billing cycle.

**When Interest Begins:** We begin to impose interest on a transaction or fee from the day we add it to the daily balance. We continue to impose interest 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 billing statement by the Payment Due Date shown on that billing statement, we will not impose interest on new Purchases paid by the Payment Due Date on your current billing statement. The Payment Due Date will be at least 24 days after the close of the billing cycle. If you have been paying your Account balance in full and thereby avoiding interest on Purchases, but then do not pay the next New Statement Balance in full by the Payment Due Date, in that billing cycle we will start charging interest on the unpaid portion of your balance.

## ***Fees***

See the Pricing Summary for additional Fee information.

**Annual Fee:** If your Account is subject to an Annual Fee, the amount and when it is billed is shown on the Pricing Summary. The Annual Fee is billed to the Account until the Account is closed and the outstanding balance is paid in full. The Annual Fee is refundable as long as you cancel your Account and have not used your card for any Purchases, Cash Advances, or Balance Transfers and you have not made a payment.

**Credit Limit Increase Fee:** If a fee is imposed for processing a Credit Limit increase request, we will tell you the amount of the fee at the time of your request and before you agree to it.

**Foreign Transaction Fee:** We add this fee, unless "None" is stated in the Pricing Summary table, for each purchase made outside the U.S. (A purchase is made outside the U.S. unless it is made with a U.S. merchant, processed completely in the U.S., and in U.S. dollars.) The fee is a percentage of the U.S. dollar amount of the purchase. American Express charges a foreign currency conversion fee of 1% of the amount of the transaction in U.S. dollars. This fee is included as part of the Foreign Transaction Fee listed in the Pricing Summary.

**Optional Express Payment Service Fee:** If a representative of ours helps expedite your payment, we may impose an Express Payment fee. You will be informed of the amount of the fee before you complete the transaction.

**Duplicate Statement Fee:** If you request a duplicate copy of a monthly statement, for any purpose other than to assert a billing error, you will be charged a fee of up to $10 for each statement copy requested.

**Sales Slip Request Fee:** If you request a copy of a sales slip, for any purpose other than to resolve a dispute about the charges on your Account, you will be charged a fee of $6 for each sales slip copy requested.

**Replacement Card Fee:** If you request a replacement card, a Replacement Card Fee of up to $25 may be charged to your Account.

## ***Payments***

**Minimum Payment Due:** See the Pricing Summary for the minimum payment requirements.

**Small Balances:** As it is uneconomical for both you and us to process payments or maintain credits that are $1 or less in amount, you agree as follows: (1) In any billing cycle in which you have had no transactions and your New Balance on the billing date is $1 or less, the balance will be rounded to

zero and you will not receive a bill for this amount. (2) In the event that you have a credit balance of $1 or less for two consecutive billing cycles, the balance will be rounded to zero and you will not receive a refund of this amount.

**Payment Instructions:** You must pay us in U.S. dollars, in funds on deposit in the U.S. 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.

**Irregular Payments:** Any payment submitted in offer of settlement of a disputed debt, including any item containing a notation such as "paid in full," and any other item with a restrictive endorsement, must be sent to: Credit One Bank, P.O. Box 95516, Las Vegas, NV 89193-5516. We can accept late payments, partial payments, and checks or other items with restrictive endorsements at any other address without losing any of our rights under this Agreement.

**Postdated Checks:** You agree that we need not examine any payment check to confirm that it is not postdated and that we may deposit any postdated check on the day we receive it.

**Payment Allocation:** We apply payments up to the Minimum Payment Due and credits at our discretion, which may result in balances at lower APRs being paid first and higher interest charges. Payments over the Minimum Payment Due will be applied to balances with higher APRs first.

## ***Collecting, Sharing, and Updating Information***

**Customer Privacy:** We send you our Privacy Policy when you open your Account and thereafter in accordance with applicable law. 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. You accept the terms of our Privacy Policy when you use the Account. Contact us or visit CreditOne.com if you would like a copy.

**Information About You:** You authorize us to obtain and/or use information about you from third parties and credit reporting agencies to: (1) verify your identity and/or conduct investigative inquiries; (2) determine your income and credit eligibility; (3) review your Account and provide renewal of credit; (4) verify your current credit standing in order to present future credit limit increases or decreases; (5) qualify you for and present additional lines of credit or other offers; and (6) collect amounts owing on your Account. Upon request, we will tell you the name and address of any credit reporting agency that provided us with information concerning you.

**Furnishing Information:** We may furnish information concerning your Account or credit file to consumer reporting agencies and others who may properly receive that information. If you believe that information we furnished is inaccurate or incomplete, please write us at Credit One Bank, P. O. Box 98873, Las Vegas, NV 89193-8873. Please include your name, address, home phone number and Account number.

**Telephone Calls, Text Messages and Emails Regarding Your Account:** You are providing express written permission and consent authorizing Credit One Bank and our agents, servicers, contractors, subsidiaries, affiliates, officers, and other partners and employees to contact you at any phone number (including mobile, cellular/wireless, or similar devices) or email address you provide at any time, for any lawful purpose. The ways in which we may contact you include live operator, dialing system, automatic telephone dialing systems (auto-dialer), prerecorded and artificial voice message, text/SMS message or email. Phone numbers and email addresses you provide include those you give to us, those from which you, or someone acting on your behalf, contact us or which we obtain through other means. If you provide a phone number for which you are not the owner, you confirm you are authorized to provide that number. Such lawful purposes include, but are not limited to: obtaining information; activation of the card for verification and identification purposes; account transactions or servicing related matters; suspected fraud or identity theft; collection on the Account; and providing information about special products and services. You agree to pay any fee(s) or charge(s) that you may incur for incoming communications from us or outgoing communications to us, to or from any such number or email address, without reimbursement from us.

**Communication Revocation:** You may revoke your authorization for most communications. However, you cannot revoke authorization for fraud related communications or legally required communications. To change your communication preferences or to revoke consent you must write us. Please:

- include your name, mailing address, and the last four digits of your Account number;
- specify whether you are changing your preferences regarding mail, telephone calls, emails, and/or text or SMS messages;
- provide the specific phone number(s) and/or email address for which you are requesting communications to cease;
- send this written notice to: Credit One Bank, P.O. Box 98873, Las Vegas, NV 89193-8873.

Certain communication preferences can be changed on-line. Please log in to your Account to see if that option is available.

**Telephone Monitoring:** You agree that we (and our servicers, agents and contractors) may monitor and record any calls between you and us.

**Updating Your Phone Number:** Notify us immediately if you change mobile or cell phone numbers or plan to give your phone to someone else. It is your responsibility to provide us with a true, accurate and complete mobile number and to maintain and update promptly any changes in this information. You can update your mobile number by calling us at the phone number on the back of your Card.

**Indemnification:** If you provide telephone number(s) for which you are not the subscriber, or fail to notify us when you cease to be the subscriber for a telephone number you previously gave us, you agree to indemnify us, our subsidiaries, affiliates, officers, agents, servicers, contractors, and other partners and employees for any costs and expenses, including reasonable attorneys' fees, incurred as a result of us contacting or attempting to contact you at the number(s). Your obligation under this paragraph shall survive termination of the Agreement.

## ***Account Closure***

**Default:** You are in default under this Agreement if (1) bankruptcy or another insolvency proceeding is filed by or against you; (2) we reasonably believe you are unable or unwilling to repay us; (3) you die or are legally incompetent or incapacitated; (4) you fail to comply with the terms of this Agreement, including failing to make a required payment when due, exceeding your credit limit or using your Card or Account for an illegal transaction; (5) you give us misleading, false, incomplete or incorrect information or fail to give us any information we deem necessary; or (6) if you no longer permanently reside in the United States or its territories. If you are in default, we may declare the entire Account balance immediately due and payable without advance 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.

**Closing Your Account:** You may close your Account at any time. You will remain responsible for any amount you owe us under this Agreement. Any joint Cardholder may cancel a joint Account. However, both of you will remain responsible for paying all amounts owed. If your Account is subject to an Annual Fee, the fee will continue to be charged until you pay your outstanding balance in full.

We may cancel, suspend or not renew your Card, Account, or access to the credit line at any time and for any reason without notice. If your Account is closed by us, the Annual Fee will continue to be charged until you pay your outstanding balance in full.

However, when your Account is closed, if there is: (1) a debit balance of $1 or less, that balance will be rounded to zero and you will not be required to pay this amount; or (2) a credit balance of $1 or less, that balance will be rounded to zero and this amount will not be refunded to you. The rounding to zero may occur after your closing statement cycles, and you may not receive a statement reflecting the rounding.

## ***Arbitration Agreement***

**PLEASE READ CAREFULLY—IMPORTANT—AFFECTS YOUR LEGAL RIGHTS**

This agreement to arbitrate provides that you or we can require controversies or disputes between us to be resolved by BINDING ARBITRATION. You have the right to REJECT this agreement to arbitrate by using the procedure explained below.

If you do not reject this agreement to arbitrate, you GIVE UP YOUR RIGHT TO GO TO COURT and controversies or disputes between us will be resolved by a NEUTRAL ARBITRATOR INSTEAD OF A JUDGE OR JURY, using rules that are simpler and more limited than in a court. Arbitrator decisions are subject to VERY LIMITED REVIEW BY A COURT. Arbitration will proceed INDIVIDUALLY— CLASS ACTIONS AND SIMILAR PROCEDURES WILL NOT BE AVAILABLE TO YOU.

**Agreement to Arbitrate:** You and we agree that either you or we may, without the other's consent, require that controversies or disputes between you and us (all of which are called "Claims"), be submitted to mandatory, binding arbitration. This agreement to arbitrate is made pursuant to a transaction involving interstate commerce, and shall be governed by, and enforceable under, the Federal Arbitration Act (the "FAA"), 9 U.S.C. §1 et seq., and (to the extent State law is applicable), the laws of the State of Nevada.

For purposes of this agreement to arbitrate, "you" includes you, any co-applicant, any Authorized User (including Additional Cardholders), or anyone else connected with you or claiming through you; and "we" or "us" includes Credit One Bank, N.A., all of its parents, subsidiaries, affiliates, successors, predecessors, employees, and related persons or entities, and all third parties who are regarded as agents or representatives of us in connection with the subject matter of the claim or dispute at issue.

**Covered Claims:** Claims subject to arbitration include, but are not limited to, any controversies or disputes arising from or relating in any way to your Account; any transactions involving your Account; any disclosures made to you concerning your Account; any interest, charges, or fees assessed on your Account; any service(s) or programs related to your Account; and, if permitted by the rules of the arbitration forum, any collection of debt related

to your Account. Claims also include controversies or disputes arising from or relating in any way to advertising, solicitations, or any application for, approval of, or establishment of your Account. Claims subject to arbitration include any controversies or disputes based on any theory of law, whether contract, tort, statute, regulation, common law, or equity, or whether they seek legal or equitable remedies. All Claims are subject to arbitration whether they arose in the past, may currently exist, or may arise in the future. Arbitration will apply even if your Account is closed, you pay us in full any outstanding debt you owe, or you file for bankruptcy. Also, controversies or disputes about the validity, enforceability, coverage, meaning, or scope of this agreement to arbitrate or any part thereof are subject to arbitration and are for the arbitrator to decide. Any questions about what Claims are subject to arbitration shall be resolved by interpreting this agreement to arbitrate in the broadest way the law will allow it to be enforced.

**Claims Not Covered:** Claims (whether brought initially or by counter or cross-claim) are not subject to arbitration if they are filed by you or us in a small claims court, so long as the case remains in such court and only individual claims for relief are advanced in the case.

**No Class Arbitration or Consolidation or Joinder of Parties:** Class actions and other similar procedures in which individuals seek to represent similarly situated individuals or seek relief on behalf of the general public, and consolidation or joinder of Claims (except for claimants on the same account), are NOT available under this agreement to arbitrate. Claims in arbitration will proceed on an INDIVIDUAL basis only:

> UNLESS YOU REJECT THIS AGREEMENT TO ARBITRATE, YOU AND WE WAIVE THE RIGHT TO ASSERT OR PARTICIPATE IN A CLASS ACTION OR ANY REPRESENTATIVE OR CONSOLIDATED PROCEEDING IN COURT OR IN ARBITRATION.

The arbitrator shall have no authority to entertain any Claim as a class action or private attorney general action or on any other similar representative basis, nor shall the arbitrator have any authority to consolidate or join Claims brought by separate claimants (except for claimants on the same account). This also means that the arbitrator 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.†

†**Notice to California Account Holders:** This agreement to arbitrate shall not be construed to prevent you from seeking in the arbitration the remedy of public injunctive relief if (a) you reside in California, (b) you resided in California at the time you entered into this agreement to arbitrate, or (iii) the billing address for your Account is a California address (hereafter, "California Account Holder").

**Initiation of Arbitration:** The arbitration shall be administered by the American Arbitration Association ("AAA") before a single arbitrator under the AAA's Consumer Arbitration Rules, or by a mutually agreeable administrator, before a single arbitrator, as modified by this arbitration provision. Information about the arbitration process for AAA can be obtained from the AAA at www.adr.org. The arbitrator shall be selected from the AAA (or mutually agreeable administrator) panel of neutrals then active on the roster maintained by the AAA (or mutually agreeable administrator) office located in the city of or nearest to your billing address and, unless otherwise mutually agreed, the arbitrator shall be a retired federal judge, a retired state appellate judge, a retired state trial judge, or a lawyer with at least 15 years of experience in that order of preference.

In the event that the AAA or mutually agreeable administrator is unable or unwilling 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).

**Arbitration Procedures and Applicable Law; Offer of Settlement:** Unlike a lawsuit in state or federal court, arbitration is conducted by a private organization that specializes in alternative dispute resolution. Disputes in arbitration are decided by a neutral arbitrator instead of a judge or jury. You may represent yourself in arbitration, or you may be represented by a lawyer.

Under this agreement to arbitrate, a single arbitrator designated by the arbitration administrator will decide the Claim under applicable law. The arbitrator is bound by the terms of this agreement to arbitrate. The AAA or mutually agreeable administrator will apply its code of procedures in effect at the time the arbitration claim is filed. If there is a conflict between that code of procedures and this arbitration provision and/or any sections of this Card Agreement, this arbitration provision and/or this Card Agreement will control. The arbitrator will honor all claims of privilege recognized by law. Subject to the prohibition on class, representative, and consolidation procedures set forth above, the arbitrator will have the power to award to a party any damages or other relief (including relief in equity) provided for under applicable law. That is, a party will be entitled to recover in arbitration any damages or other relief that it could recover if it prevailed in a court proceeding. An arbitrator's award shall consist of a written statement setting forth the disposition of each Claim. At the request of any party, the arbitrator shall also set forth a written explanation of the essential findings and conclusions on which the award is based. An arbitration award shall decide the rights and obligations only of the parties named in the arbitration, and shall not have any bearing on another person or dispute.

If your Claim is for $10,000 or less, you may choose whether the arbitration will be conducted solely on the basis of documents, in a telephonic hearing, or in an in-person hearing.

Any in-person hearing will take place in the federal judicial district that includes your billing address at the time the Claim is filed, unless the parties agree to a different place.

**The Arbitrator's Decision:** The arbitrator's decision will be final and binding on the parties. A party can file a written appeal to the arbitration administrator within thirty (30) days after an award is issued. The appeal will proceed before a panel of three neutral arbitrators designated by the same arbitration administrator. The panel will decide anew all factual and legal issues, following the same rules of procedure, by majority vote any aspect of the original decision objected to. The costs of such an appeal will be borne in accordance with the below paragraph entitled "Fees and Costs". Any review by a court shall be governed by the Federal Arbitration Act. Any final arbitration award will be binding on the named parties and enforceable by any court having jurisdiction.

**Fees and Costs:** We will pay any costs that are required to be paid by us under the arbitration administrator's rules of procedure. If you file the arbitration, you will pay your share of the initial filing fee, unless you seek and qualify for a fee waiver under the applicable rules of the arbitration administrator. The party filing an appeal shall be responsible for all filing fees and costs of the appeal unless prohibited by administrator's rules of procedure. All parties are responsible for their own attorney's fees, expert fees and any other expenses, unless the arbitrator awards such fees or expenses to you or us if allowed by applicable law.

**Other Parties Subject to this Agreement to Arbitrate:** In addition to you and us, the rights and duties described in this agreement to arbitrate apply to: any third party co-defendant of a claim subject to this arbitration provision; all joint account holders, Additional Cardholders, and Authorized Users of your Account(s).

**How to REJECT this Agreement to Arbitrate:** You can reject this agreement to arbitrate but only if we receive from you a written notice of rejection within 45 days after it was first provided to you. To reject this agreement to arbitrate you must send the notice of rejection to: Credit One Bank, Attention: Arbitration Opt Out, P. O. Box 98873, Las Vegas, NV 89193-8873. Rejection notices sent to any other address will not be accepted or effective. If you decide to reject this agreement to arbitrate in writing, your notice must state that you reject this agreement to arbitrate and include your name, address, account number, and personal signature. Rejection of arbitration will not affect your other rights or responsibilities under this Card Agreement.

**Survival, Severability, and Amendment of Terms:**
*Survival.* This agreement to arbitrate shall survive changes in the Agreement and termination of the Account or the relationship between you and us, including the bankruptcy of any party and any transfer or sale of your Account, or amounts owed on your Account, to another person or entity.
*Severability.* If any part or parts of your agreement to arbitrate are declared unenforceable, then such specific part or parts shall be of no force or effect and shall be severed, but the remainder of this agreement to arbitrate shall continue in full force and effect. If, however, the entire agreement to arbitrate or your waiver of the right to bring or participate in a class or representative action or in consolidation procedures is unenforceable, then the agreement to arbitrate shall be of no force or effect. Notwithstanding the preceding sentence, with respect to California Account Holders, if arbitration is unenforceable, in whole or in part, you and we agree to resolve any Claim by a judicial reference proceeding as described above.
*Amendment in Writing Only.* This agreement to arbitrate may not be amended, severed, or waived, except as expressly provided in the Agreement or in a written agreement between you and us.

## *Other Information*

**Transactions in Foreign Currencies:** If you make a transaction at a merchant that settles in a currency other than U.S. dollars, American Express will convert that charge into a U.S. Dollar amount. That conversion will be done at a rate selected by American Express from the range of rates available in wholesale currency markets for the applicable central processing date, which rate may vary from the rate American Express itself receives, or the government-mandated rate in effect for the applicable central processing date. The currency conversion rate used on the processing date may differ from the rate that would have been used on the purchase date or on the date the transaction is posted to your Account. You agree to pay the converted amount, including any charges for the conversion that may be imposed as described above.

**Changes to Your Agreement:** The rates, fees and terms of this Agreement may change and we may add or delete any term to this Agreement, consistent with applicable law. We will give you advance written notice of these changes and a right to reject the change, if required by law.

**Unauthorized Use:** Notify us immediately if your Card is lost or stolen or you suspect that someone is using your Card or Account without your permission.

**Assignment:** We may assign any or all of our rights and obligations under this Agreement. You may not assign any of your rights or obligations under this Agreement.

**No Waiver:** We will not lose our rights under this Agreement because we delay or do not enforce them.

**Governing Law:** This Agreement is governed by and interpreted in accordance with the laws applicable to national banks, and, where no such laws apply, by the laws of the State of Nevada, excluding the conflicts of law provisions thereof, regardless of your state of residence.

**Conformance with Law; Severability:** If any part of this Agreement conflicts with applicable law, that provision will be considered modified to conform to applicable law. If any part of this Agreement is invalid, the rest shall remain in effect, except as otherwise noted in the Arbitration Provision.

## ***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 the Billing Inquiries address on the statement.

In your letter, give us the following information:

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

You must contact us:

- Within 60 days after the error appeared on your statement.
- At least 3 business days before an automated payment is scheduled, if you want to stop payment on the amount you think is wrong.

You must notify us of any potential errors in writing. You may call us, but if you do we are not required to investigate any potential errors and you may have to pay the amount in question.

**What Will Happen After We Receive Your Letter**

When we receive your letter, we must do two things:

1. Within 30 days of receiving your letter, we must tell you that we received your letter. We will also tell you if we have already corrected the error.
2. Within 90 days of receiving your letter, we must either correct the error or explain to you why we believe the bill is correct.

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

- We cannot try to collect the amount in question, or report you as delinquent on that amount.
- The charge in question may remain on your statement, and we may continue to charge you interest on that amount.
- While you do not have to pay the amount in question, you are responsible for the remainder of your balance.
- We can apply any unpaid amount against your credit limit.

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

*If we made a mistake:* You will not have to pay the amount in question or any interest or other fees related to that amount.

*If we do not believe there was a mistake:* You will have to pay the amount in question, along with applicable interest and fees. We will send you a statement of the amount you owe and the date payment is due. We may then report you as delinquent if you do not pay the amount we think you owe.

If you receive our explanation but still believe your bill is wrong, you must write to us within 10 days telling us that you still refuse to pay. If you do so, we cannot report you as delinquent without also reporting that you are questioning your bill. We must tell you the name of anyone to whom we reported you as delinquent, and we must let those organizations know when the matter has been settled between us.

If we do not follow all of the rules above, you do not have to pay the first $50.00 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 $50.00. (Note: Neither of these are necessary if your purchase was based on an advertisement we mailed to you, or if we own or operate the company that sold you the goods or services.)
2. You must have used your credit card for the purchase. Purchases made with cash advances from an ATM or with a check that accesses your credit card account do not qualify.
3. You must not yet have fully paid for the purchase.

If all of the criteria above are met and you are still dissatisfied with the purchase, contact us in writing at the Billing Inquiries address shown on your statement.

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

## ***Rewards Program Supplement***

This document ("Supplement") describes the terms and conditions of the Credit One Bank Cash Back Rewards Program ("Program") and supplements the Card Agreement that governs your credit card account issued by Credit One Bank, N.A. (the "Account"). By using the Account, you agree to participate in the Program. Your participation is subject to the terms of the Card Agreement, including the arbitration agreement, if applicable, and this Supplement. In the event of a conflict between the Card Agreement and this Supplement, with respect to matters relating to the Program, this Supplement controls.

**Earning Cash Back Rewards**: You earn cash back rewards in the form of an automatic statement credit equal to 1% of Net Eligible Purchases (as defined below) made with your Account. You do not earn cash back rewards on Cash Advances, Balance Transfers, interest, fees, and other charges. We will post a statement credit to your Account within thirty-seven days after the end of the month based on the Net Eligible Purchases posted to your Account from the first day to the last day of the current month. If your Account is in default, as defined in your Card Agreement, at the time the credit is to be posted, you WILL NOT receive the credit. Cash back rewards have no cash value.

**Merchant Categories**: Merchants who accept credit cards are assigned a merchant code, which is determined by the merchant or its processor in accordance with the applicable credit card network's procedures based on the kinds of products and services they primarily sell. We have no control over merchant codes. Please note:

- We make every effort to include all relevant merchant codes in our cash back rewards categories. However, even though a merchant or some of the items that it sells may appear to fit within a cash back rewards category, the merchant may not have a merchant code in that category or may not use an eligible merchant code. When this occurs, Purchases with that merchant won't qualify for cash back rewards.
- A merchant with more than one location may submit Purchases using different codes, including codes that are not eligible under this Program. This means that Purchases from the same merchant at a different location may result in no cash back rewards. Purchases made without an eligible code WILL NOT qualify for cash back rewards.
- Purchases submitted by you, an authorized user, or the merchant through third-party payment accounts, mobile or wireless card readers, online or mobile digital wallets, or similar technology will not qualify in a cash back rewards category if the technology is not set up to process the purchase in that cash back rewards category.

**Eligible Purchases**: Eligible Purchases are Purchases from merchants in the following categories:

- gasoline (Service Stations, Automated Fuel Dispensers, Petroleum and Petroleum Products, Marinas and Marine Services),
- grocery (Grocery Stores and Supermarkets, Freezer and Meat Provisioners, Miscellaneous Food Stores – Convenience Stores and Specialty Markets. Grocery Purchases do not include Purchases at superstores, at stores that sell groceries and other products like drugstores; or at smaller stores like bakeries, candy, nut or confection stores),
- mobile phone service (Telecommunication Equipment and Telephone Sales, Telecommunication Services, including Local and Long-Distance Calls, Credit Card Calls, Calls Through Use of Magnetic-Stripe-Reading Telephones, and Fax Services), and
- internet, cable and satellite TV subscription services (Cable, Satellite and Other Pay Television/Radio/Streaming Services, Computer Network/Information Services).

**Purchases That Are Not Eligible:** Purchases from the following types of merchants are not eligible for cash back rewards:

- oil, propane, home heating companies,
- PayPal,
- warehouse clubs (including but not limited to Sam's Club, Costco, and BJ's), and
- discount supercenters (including but not limited to Walmart® and Target®).

**Net Eligible Purchases**: Net Eligible Purchases are Eligible Purchases minus any returns, disputed charges, unauthorized charges, illegal or fraudulent charges or other credits for such Purchases.

**Program Restrictions**: You will receive an automatic cash back rewards credit on each statement that has at least one Net Eligible Purchase. Automatic statement credits for cash back rewards will reduce the balance on your Account but will not count as payments. You will still be required to pay at least the Minimum Payment Due as shown on your billing statement each month. You WILL NOT earn cash back rewards for Purchases made while your Account is in default as defined within your Card Agreement. This Program excludes Accounts already enrolled in a different Credit One Bank cash back or other rewards program.

**Changes:** The Program may be changed (added to, modified or deleted) by us at any time, including without limitation changes to the definition of eligible or non-eligible purchases. We will give you prior notice to the extent required by law. Any revisions may affect your ability to earn cash back rewards.

**Termination**: We may suspend or terminate the Program or your participation in the Program at any time without prior notice. In such event, we will evaluate your Account for any eligible cash back rewards as of the Program termination date. Provided that you meet all of the other Program Restrictions listed above at that time, you will receive a distribution of the cash back rewards earned during the current billing period in the form of a statement credit.

**Limited Liability**: Unless otherwise required by law, this Program, or our Card Agreement with you, we will not be liable to you or anyone making a claim on your behalf, in connection with: (1) any change or termination of the Program; (2) any loss, damage, expense or inconvenience caused by any occurrence outside of our control; (3) any taxes that you incur as a result of receiving cash back rewards, payment of which taxes will be your responsibility; (4) any merchandise or services you purchase, or for any direct, indirect or consequential damages with respect to the use of your Account. In any event, any liability that Credit One may have to you in connection with the Program shall be limited to the amount of any cash back rewards you have earned in this Program. The Program and cash back rewards are void or limited where prohibited or restricted, respectively, by federal, state or local law.

American Express is a federally registered service mark of American Express. This credit card program is issued and administered by Credit One Bank, N.A., pursuant to a license from American Express.

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# *CARD AGREEMENT*

**D484**

## ***Pricing Summary***

| **Interest Rates and Interest Charges** | |
|---|---|
| **ANNUAL PERCENTAGE RATE (APR) for Purchases** | **29.74%**<br>This APR will vary with the market based on the Prime Rate. |
| **ANNUAL PERCENTAGE RATE (APR) for Balance Transfers** | **29.74%**<br>This APR will vary with the market based on the Prime Rate. |
| **ANNUAL PERCENTAGE RATE (APR) for Cash Advances** | **31.74%**<br>This APR will vary with the market based on the Prime Rate. |
| **Paying Interest** | Your due date is at least 24 days after the close of each billing cycle. We will not charge you any interest on Purchases if you pay your entire balance by the due date each month. We will begin charging interest on Cash Advances and Balance Transfers from the posting date. |
| **Minimum Interest Charge** | If you are charged interest, the charge will be no less than $1.00. |
| **For Credit Card Tips from the Consumer Financial Protection Bureau** | **To learn more about factors to consider when applying for or using a credit card, visit the website of the Consumer Financial Protection Bureau at http:// www.consumerfinance.gov/learnmore.** |
| **Fees** | |
| **Annual Fee** | **$75** for the first year. After that **$99** annually (billed at $8.25 per month). |
| **Transaction Fees**<br>• Cash Advance<br>• Balance Transfer<br>• Foreign Transaction | <br>Either **$5** or **8%** of the amount of each Cash Advance, whichever is greater.<br>Either **$5** or **8%** of the amount of each Balance Transfer, whichever is greater.<br>Either **$1** or **3%** of the amount of each purchase in U.S. dollars, whichever is greater. |
| **Penalty Fees**<br>• Late Payment<br>• Returned Payment | <br>Up to **$39***<br>Up to **$39**** |

**How We Will Calculate Your Balance:** We use a method called "average daily balance (including new Purchases)." See your Card Agreement for more details.

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

***Late Payment Fee:** We will charge the maximum safe harbor amount, which is set annually in accordance with 12 C.F.R 1026.52(b)(1)(ii)(D). Currently the fee is $29, unless you incurred a Late Payment Fee during the prior six billing cycles. If you did, the fee is currently $39. This fee will not exceed the related Minimum Payment that was due. We charge a Late Payment Fee to your Account if at least the Amount Due This Period (less any Late Payment Fee for the current billing cycle) plus any Past Due Amount is not received by 5:00 p.m. PT on the Payment Due Date shown on your statement.

****Returned Payment Fee:** We will charge the maximum safe harbor amount, which is set annually in accordance with 12 C.F.R 1026.52(b)(1)(ii)(D). If a payment is not honored upon first presentment, even if the payment is later honored, a Returned Payment Fee will be charged to your Account. Currently, the fee is $29, unless you incurred a Returned Payment Fee in the prior six billing cycles. If you did, the fee is currently $39. This fee will not exceed the related Minimum Payment that was due.

**Additional Rate Information:** The Purchase and Balance Transfer APR equals the Prime Rate plus a margin of 22.99%. This corresponds to a monthly periodic rate of 2.47833%. The Cash Advance APR equals the Prime Rate plus a margin of 24.99%. This corresponds to a monthly periodic rate of 2.64500%.

**Minimum Payments:** 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 the sum of:

- 5% of your outstanding balance, rounded up to the next whole dollar, or $30, whichever is greater;
- any Late Payment Fee for the current billing cycle;
- and any Past Due Amount (excluding any past due Late Payment Fees).

## ***The Agreement***

This Agreement, together with the Pricing Summary, is your contract with us.

**Accepting this Agreement:** You accept this Agreement when you use the Account. You may still reject this Agreement if you have not yet used the Card, used the Account, or paid a fee after receiving a billing statement. To reject the Agreement, call us at 866-515-5721 or write us at Bank Card Center, P.O. Box 95516, Las Vegas, NV 89193-5516. If you reject the Agreement, you are not responsible for any fees or charges.

**Arbitration:** This Agreement includes an Arbitration Provision with class action and jury trial waivers. You can reject the Arbitration Provision. See "How to REJECT this agreement to arbitrate" in the Arbitration section. If you do not, it will be part of this Agreement.

**Promise to Pay:** You agree to pay us for all amounts due on your Account, including credit for Purchases, Balance Transfers, and Cash Advances, as well as interest charges and fees. This includes charges made by Additional Cardholders and other Authorized Users.

## ***Definitions***

**Account** means the Credit One Bank card account under this Agreement.

**Authorized User** means any person you allow to use your Account or Card, including Additional Cardholders. If the Authorized User has been issued a Card and you want to terminate the Authorized User, you must notify us by telephone or in writing.

**Balance Transfer** means a transaction we designate that allows you to use your Account to pay another creditor or yourself. Balance Transfers cannot be used to pay us or our affiliates. A Balance Transfer will be subject to the terms of the Balance Transfer offer and this Agreement.

**Card** refers to one or more cards or access devices, including your Account number, that we give you or someone else with your authorization to get credit under this Agreement.

**Cardholder** refers to each person with a card issued in their name.

**Cash Advance** means the use of your Account to obtain funds at a financial institution or the use of a Convenience Check.

**Convenience Check** means a check we issue to you to take a Cash Advance. You may not use these checks to pay us or our affiliates.

**Purchase** means the use of the Account to obtain goods or services.

**Prime Rate** means the highest U.S. Prime Rate in the Money Rates section of The Wall Street Journal on the 25th day of the month, or the next day if that day is not a publication day. If The Wall Street Journal does not publish the U.S. Prime Rate, we may substitute another index.

**we**, **us**, **our**, and **Credit One Bank** refer to Credit One Bank, N.A., the issuer of your Card.

**you**, and **your** refer to each person who has applied for the Account and where appropriate, the Authorized User.

## ***Features and Use of Your Account***

**Using Your Card:** You may make Purchases wherever the Card is accepted. You may use the Account to obtain Cash Advances, but you may not make more than two Cash Advance transactions per day which may not exceed the lower of your available credit for cash or $200. You may use the Account for only personal, family, or household purposes, and if your Account is used for any other purpose you are still responsible for such use. You may not use the Account for business or commercial purposes. The Account may not be used for online or internet gambling or illegal purposes.

**Your Credit Limit:** We will tell you your credit limit. Keep your Account balance below your credit limit. If you do not, you must still pay us. We may designate part of your credit limit as a Cash Advance limit and part as a Balance Transfer limit. We may change your credit limit(s) at any time, without notice. You may use a portion of your credit limit for Cash Advances and Balance Transfers. Each Purchase, Cash Advance, and Balance Transfer obtained will reduce the amount of available credit under your credit limit until it is repaid. We may delay increasing your available credit by the amount of any payment that we receive for up to 12 calendar days.

**Credit Limit Increase:** To request a credit limit increase contact the Customer Service number on your statement. We may impose a fee for processing the request.

**Credit Authorizations:** We may decline to authorize a transaction for any reason. We will not be liable to you if we decline a transaction or if anyone refuses any use of your Card.

**Automatic Billing:** You may set up automatic billing with a merchant. You authorize us to provide an updated Account number or Card expiration date to any merchant at our discretion. Contact the merchant to stop automatic billing.

**Joint Accounts:** If this is a joint account, each of you is responsible individually and together for all amounts owed. Each of you is responsible even if the Account is used by only one of you. You will continue to be liable for the entire balance of the Account, even if your co-applicant is ordered by a court to pay us. You will remain liable to us if your co-applicant fails to pay as ordered by the court. Your Account status will continue to be reported to the credit reporting agencies under each of your names. The delivery of notices or billing statements to either of you serves as delivery to each of you. We may rely on instructions given by either of you. We are not liable to either of you for relying upon such instructions.

**Electronic Access:** Applications (apps) on electronic devices (such as mobile wallets) can store your Card and can be used to get credit under this Agreement. Such transactions are covered by this Agreement. Apps may have separate terms of use. We are not responsible if you violate those terms or for any consequences from violating those terms.

**Additional Cardholder:** At your request, we may, at our discretion, issue, in the name of another person, an additional Card on your Account. That person is an Additional Cardholder, as well as an Authorized User. An Additional Cardholder has access to certain Account information including balance, available credit and payment information. If you advise us that the Additional Cardholder is your spouse, information regarding the Account will be provided to consumer reporting agencies in your name as well as in the name of the Additional Cardholder. By requesting that we add an Additional Cardholder to your Account, you represent that you (1) have the consent of the Additional Cardholder to be added to the Account, (2) have provided a copy of this Agreement to the Additional Cardholder, and (3) if the Additional Cardholder is your spouse, you have told the Additional Cardholder that Credit One Bank will furnish credit information about them to the credit reporting agencies in connection with the Account. The Additional Cardholder may report the Card lost or stolen and may remove him or herself from the Account.

## ***Interest Rates and Interest Changes***

**Annual Percentage Rates (APRs):** See the Pricing Summary for your APRs. The APR for Balance Transfers will be the same as the APR for standard Purchases, unless a promotional rate applies.

**Variable Rates:** Your Pricing Summary indicates whether you have any variable APRs. Variable APRs are determined by adding to the Prime Rate the number of percentage points ("margin") specified in the Pricing Summary. Variable APRs will increase or decrease when the Prime Rate changes. The APR change will take effect beginning with billing cycles that end on or after the first day of the month after the month in which the Prime Rate changes. An increase in the APR will increase your interest charges and may increase your Minimum Payment Due.

**Average Daily Balance Method (including new transactions):** We calculate interest each billing cycle by first figuring the "average daily balance" for each type of balance. Standard Purchases, standard Cash Advances, standard Balance Transfers, and each promotional offer, are all types of balances.

For each type of balance, for each billing cycle, we start with the balance on the last day of your previous billing cycle. We subtract any unpaid interest. This is the beginning balance each day. Each day of the billing cycle we subtract any new payments and credits applied to that type of balance. We add any new transactions and fees for that type of balance. We add Purchases, Cash Advances, and Balance Transfers on the post date. We add transaction fees on promotional rate and non-promotional rate Balance Transfers to the same type of balance as the transaction. We add all other fees to the standard Purchase balance. This gives us the daily balance for that type of balance, except that if the daily balance is negative, we treat it as zero. We then add up all of the daily balances and divide by the number of days in the billing cycle. This gives us the "average daily balance" for that type of balance. We multiply the average daily balance by the applicable monthly periodic rate (the APR divided by 12). This gives us the interest charged for that type of balance for that billing cycle. This interest is included in the Account balance on the last day of the billing cycle. The results for all types of balances are then added together to determine the total interest charged that billing cycle.

**When Interest Begins:** We begin to impose interest on a transaction or fee from the day we add it to the daily balance. We continue to impose interest 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 billing statement by the Payment Due Date shown on that billing statement, we will not impose interest on new Purchases paid by the Payment Due Date on your current billing statement. The Payment Due Date will be at least 24 days after the close of the billing cycle. If you have been paying your Account balance in full and thereby avoiding interest on Purchases, but then do not pay the next New Statement Balance in full by the Payment Due Date, in that billing cycle we will start charging interest on the unpaid portion of your balance.

## ***Fees***

See the Pricing Summary for additional Fee information.

**Annual Fee:** If your Account is subject to an Annual Fee, the amount and when it is billed is shown on the Pricing Summary. The Annual Fee is billed to the Account until the Account is closed and the outstanding balance is paid in full. The Annual Fee is refundable as long as you cancel your Account and have not used your card for any Purchases, Cash Advances, or Balance Transfers and you have not made a payment.

**Credit Limit Increase Fee:** If a fee is imposed for processing a Credit Limit increase request, we will tell you the amount of the fee at the time of your request and before you agree to it.

**Foreign Transaction Fee:** We add this fee, unless "None" is stated in the Pricing Summary table, for each purchase made outside the U.S. (A purchase is made outside the U.S. unless it is made with a U.S. merchant, processed completely in the U.S., and in U.S. dollars.) The fee is a percentage of the U.S. dollar amount of the purchase. American Express charges a foreign currency conversion fee of 1% of the amount of the transaction in U.S. dollars. This fee is included as part of the Foreign Transaction Fee listed in the Pricing Summary.

**Optional Express Payment Service Fee:** If a representative of ours helps expedite your payment, we may impose an Express Payment fee. You will be informed of the amount of the fee before you complete the transaction.

**Duplicate Statement Fee:** If you request a duplicate copy of a monthly statement, for any purpose other than to assert a billing error, you will be charged a fee of up to $10 for each statement copy requested.

**Sales Slip Request Fee:** If you request a copy of a sales slip, for any purpose other than to resolve a dispute about the charges on your Account, you will be charged a fee of $6 for each sales slip copy requested.

**Replacement Card Fee:** If you request a replacement card, a Replacement Card Fee of up to $25 may be charged to your Account.

## ***Payments***

**Minimum Payment Due:** See the Pricing Summary for the minimum payment requirements.

**Small Balances:** As it is uneconomical for both you and us to process payments or maintain credits that are $1 or less in amount, you agree as follows: (1) In any billing cycle in which you have had no transactions and your New Balance on the billing date is $1 or less, the balance will be rounded to

zero and you will not receive a bill for this amount. (2) In the event that you have a credit balance of $1 or less for two consecutive billing cycles, the balance will be rounded to zero and you will not receive a refund of this amount.

**Payment Instructions:** You must pay us in U.S. dollars, in funds on deposit in the U.S. 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.

**Irregular Payments:** Any payment submitted in offer of settlement of a disputed debt, including any item containing a notation such as "paid in full," and any other item with a restrictive endorsement, must be sent to: Credit One Bank, P.O. Box 95516, Las Vegas, NV 89193-5516. We can accept late payments, partial payments, and checks or other items with restrictive endorsements at any other address without losing any of our rights under this Agreement.

**Postdated Checks:** You agree that we need not examine any payment check to confirm that it is not postdated and that we may deposit any postdated check on the day we receive it.

**Payment Allocation:** We apply payments up to the Minimum Payment Due and credits at our discretion, which may result in balances at lower APRs being paid first and higher interest charges. Payments over the Minimum Payment Due will be applied to balances with higher APRs first.

## ***Collecting, Sharing, and Updating Information***

**Customer Privacy:** We send you our Privacy Policy when you open your Account and thereafter in accordance with applicable law. 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. You accept the terms of our Privacy Policy when you use the Account. Contact us or visit CreditOne.com if you would like a copy.

**Information About You:** You authorize us to obtain and/or use information about you from third parties and credit reporting agencies to: (1) verify your identity and/or conduct investigative inquiries; (2) determine your income and credit eligibility; (3) review your Account and provide renewal of credit; (4) verify your current credit standing in order to present future credit limit increases or decreases; (5) qualify you for and present additional lines of credit or other offers; and (6) collect amounts owing on your Account. Upon request, we will tell you the name and address of any credit reporting agency that provided us with information concerning you.

**Furnishing Information:** We may furnish information concerning your Account or credit file to consumer reporting agencies and others who may properly receive that information. If you believe that information we furnished is inaccurate or incomplete, please write us at Credit One Bank, P. O. Box 98873, Las Vegas, NV 89193-8873. Please include your name, address, home phone number and Account number.

**Telephone Calls, Text Messages and Emails Regarding Your Account:** You are providing express written permission and consent authorizing Credit One Bank and our agents, servicers, contractors, subsidiaries, affiliates, officers, and other partners and employees to contact you at any phone number (including mobile, cellular/wireless, or similar devices) or email address you provide at any time, for any lawful purpose. The ways in which we may contact you include live operator, dialing system, automatic telephone dialing systems (auto-dialer), prerecorded and artificial voice message, text/SMS message or email. Phone numbers and email addresses you provide include those you give to us, those from which you, or someone acting on your behalf, contact us or which we obtain through other means. If you provide a phone number for which you are not the owner, you confirm you are authorized to provide that number. Such lawful purposes include, but are not limited to: obtaining information; activation of the card for verification and identification purposes; account transactions or servicing related matters; suspected fraud or identity theft; collection on the Account; and providing information about special products and services. You agree to pay any fee(s) or charge(s) that you may incur for incoming communications from us or outgoing communications to us, to or from any such number or email address, without reimbursement from us.

**Communication Revocation:** You may revoke your authorization for most communications. However, you cannot revoke authorization for fraud related communications or legally required communications. To change your communication preferences or to revoke consent you must write us. Please:

- include your name, mailing address, and the last four digits of your Account number;
- specify whether you are changing your preferences regarding mail, telephone calls, emails, and/or text or SMS messages;
- provide the specific phone number(s) and/or email address for which you are requesting communications to cease;
- send this written notice to: Credit One Bank, P.O. Box 98873, Las Vegas, NV 89193-8873.

Certain communication preferences can be changed on-line. Please log in to your Account to see if that option is available.

**Telephone Monitoring:** You agree that we (and our servicers, agents and contractors) may monitor and record any calls between you and us.

**Updating Your Phone Number:** Notify us immediately if you change mobile or cell phone numbers or plan to give your phone to someone else. It is your responsibility to provide us with a true, accurate and complete mobile number and to maintain and update promptly any changes in this information. You can update your mobile number by calling us at the phone number on the back of your Card.

**Indemnification:** If you provide telephone number(s) for which you are not the subscriber, or fail to notify us when you cease to be the subscriber for a telephone number you previously gave us, you agree to indemnify us, our subsidiaries, affiliates, officers, agents, servicers, contractors, and other partners and employees for any costs and expenses, including reasonable attorneys' fees, incurred as a result of us contacting or attempting to contact you at the number(s). Your obligation under this paragraph shall survive termination of the Agreement.

## ***Account Closure***

**Default:** You are in default under this Agreement if (1) bankruptcy or another insolvency proceeding is filed by or against you; (2) we reasonably believe you are unable or unwilling to repay us; (3) you die or are legally incompetent or incapacitated; (4) you fail to comply with the terms of this Agreement, including failing to make a required payment when due, exceeding your credit limit or using your Card or Account for an illegal transaction; (5) you give us misleading, false, incomplete or incorrect information or fail to give us any information we deem necessary; or (6) if you no longer permanently reside in the United States or its territories. If you are in default, we may declare the entire Account balance immediately due and payable without advance 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.

**Closing Your Account:** You may close your Account at any time. You will remain responsible for any amount you owe us under this Agreement. Any joint Cardholder may cancel a joint Account. However, both of you will remain responsible for paying all amounts owed. If your Account is subject to an Annual Fee, the fee will continue to be charged until you pay your outstanding balance in full.

We may cancel, suspend or not renew your Card, Account, or access to the credit line at any time and for any reason without notice. If your Account is closed by us, the Annual Fee will continue to be charged until you pay your outstanding balance in full.

However, when your Account is closed, if there is: (1) a debit balance of $1 or less, that balance will be rounded to zero and you will not be required to pay this amount; or (2) a credit balance of $1 or less, that balance will be rounded to zero and this amount will not be refunded to you. The rounding to zero may occur after your closing statement cycles, and you may not receive a statement reflecting the rounding.

## ***Arbitration Agreement***

**PLEASE READ CAREFULLY—IMPORTANT—AFFECTS YOUR LEGAL RIGHTS**

This agreement to arbitrate provides that you or we can require controversies or disputes between us to be resolved by BINDING ARBITRATION. You have the right to REJECT this agreement to arbitrate by using the procedure explained below.

If you do not reject this agreement to arbitrate, you GIVE UP YOUR RIGHT TO GO TO COURT and controversies or disputes between us will be resolved by a NEUTRAL ARBITRATOR INSTEAD OF A JUDGE OR JURY, using rules that are simpler and more limited than in a court. Arbitrator decisions are subject to VERY LIMITED REVIEW BY A COURT. Arbitration will proceed INDIVIDUALLY— CLASS ACTIONS AND SIMILAR PROCEDURES WILL NOT BE AVAILABLE TO YOU.

**Agreement to Arbitrate:** You and we agree that either you or we may, without the other's consent, require that controversies or disputes between you and us (all of which are called "Claims"), be submitted to mandatory, binding arbitration. This agreement to arbitrate is made pursuant to a transaction involving interstate commerce, and shall be governed by, and enforceable under, the Federal Arbitration Act (the "FAA"), 9 U.S.C. §1 et seq., and (to the extent State law is applicable), the laws of the State of Nevada.

For purposes of this agreement to arbitrate, "you" includes you, any co-applicant, any Authorized User (including Additional Cardholders), or anyone else connected with you or claiming through you; and "we" or "us" includes Credit One Bank, N.A., all of its parents, subsidiaries, affiliates, successors, predecessors, employees, and related persons or entities, and all third parties who are regarded as agents or representatives of us in connection with the subject matter of the claim or dispute at issue.

**Covered Claims:** Claims subject to arbitration include, but are not limited to, any controversies or disputes arising from or relating in any way to your Account; any transactions involving your Account; any disclosures made to you concerning your Account; any interest, charges, or fees assessed on your Account; any service(s) or programs related to your Account; and, if permitted by the rules of the arbitration forum, any collection of debt related

to your Account. Claims also include controversies or disputes arising from or relating in any way to advertising, solicitations, or any application for, approval of, or establishment of your Account. Claims subject to arbitration include any controversies or disputes based on any theory of law, whether contract, tort, statute, regulation, common law, or equity, or whether they seek legal or equitable remedies. All Claims are subject to arbitration whether they arose in the past, may currently exist, or may arise in the future. Arbitration will apply even if your Account is closed, you pay us in full any outstanding debt you owe, or you file for bankruptcy. Also, controversies or disputes about the validity, enforceability, coverage, meaning, or scope of this agreement to arbitrate or any part thereof are subject to arbitration and are for the arbitrator to decide. Any questions about what Claims are subject to arbitration shall be resolved by interpreting this agreement to arbitrate in the broadest way the law will allow it to be enforced.

**Claims Not Covered:** Claims (whether brought initially or by counter or cross-claim) are not subject to arbitration if they are filed by you or us in a small claims court, so long as the case remains in such court and only individual claims for relief are advanced in the case.

**No Class Arbitration or Consolidation or Joinder of Parties:** Class actions and other similar procedures in which individuals seek to represent similarly situated individuals or seek relief on behalf of the general public, and consolidation or joinder of Claims (except for claimants on the same account), are NOT available under this agreement to arbitrate. Claims in arbitration will proceed on an INDIVIDUAL basis only:

> UNLESS YOU REJECT THIS AGREEMENT TO ARBITRATE, YOU AND WE WAIVE THE RIGHT TO ASSERT OR PARTICIPATE IN A CLASS ACTION OR ANY REPRESENTATIVE OR CONSOLIDATED PROCEEDING IN COURT OR IN ARBITRATION.

The arbitrator shall have no authority to entertain any Claim as a class action or private attorney general action or on any other similar representative basis, nor shall the arbitrator have any authority to consolidate or join Claims brought by separate claimants (except for claimants on the same account). This also means that the arbitrator 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.†

†**Notice to California Account Holders:** This agreement to arbitrate shall not be construed to prevent you from seeking in the arbitration the remedy of public injunctive relief if (a) you reside in California, (b) you resided in California at the time you entered into this agreement to arbitrate, or (iii) the billing address for your Account is a California address (hereafter, "California Account Holder").

**Initiation of Arbitration:** The arbitration shall be administered by the American Arbitration Association ("AAA") before a single arbitrator under the AAA's Consumer Arbitration Rules, or by a mutually agreeable administrator, before a single arbitrator, as modified by this arbitration provision. Information about the arbitration process for AAA can be obtained from the AAA at www.adr.org. The arbitrator shall be selected from the AAA (or mutually agreeable administrator) panel of neutrals then active on the roster maintained by the AAA (or mutually agreeable administrator) office located in the city of or nearest to your billing address and, unless otherwise mutually agreed, the arbitrator shall be a retired federal judge, a retired state appellate judge, a retired state trial judge, or a lawyer with at least 15 years of experience in that order of preference.

In the event that the AAA or mutually agreeable administrator is unable or unwilling 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).

**Arbitration Procedures and Applicable Law; Offer of Settlement:** Unlike a lawsuit in state or federal court, arbitration is conducted by a private organization that specializes in alternative dispute resolution. Disputes in arbitration are decided by a neutral arbitrator instead of a judge or jury. You may represent yourself in arbitration, or you may be represented by a lawyer.

Under this agreement to arbitrate, a single arbitrator designated by the arbitration administrator will decide the Claim under applicable law. The arbitrator is bound by the terms of this agreement to arbitrate. The AAA or mutually agreeable administrator will apply its code of procedures in effect at the time the arbitration claim is filed. If there is a conflict between that code of procedures and this arbitration provision and/or any sections of this Card Agreement, this arbitration provision and/or this Card Agreement will control. The arbitrator will honor all claims of privilege recognized by law. Subject to the prohibition on class, representative, and consolidation procedures set forth above, the arbitrator will have the power to award to a party any damages or other relief (including relief in equity) provided for under applicable law. That is, a party will be entitled to recover in arbitration any damages or other relief that it could recover if it prevailed in a court proceeding. An arbitrator's award shall consist of a written statement setting forth the disposition of each Claim. At the request of any party, the arbitrator shall also set forth a written explanation of the essential findings and conclusions on which the award is based. An arbitration award shall decide the rights and obligations only of the parties named in the arbitration, and shall not have any bearing on another person or dispute.

If your Claim is for $10,000 or less, you may choose whether the arbitration will be conducted solely on the basis of documents, in a telephonic hearing, or in an in-person hearing.

Any in-person hearing will take place in the federal judicial district that includes your billing address at the time the Claim is filed, unless the parties agree to a different place.

**The Arbitrator's Decision:** The arbitrator's decision will be final and binding on the parties. A party can file a written appeal to the arbitration administrator within thirty (30) days after an award is issued. The appeal will proceed before a panel of three neutral arbitrators designated by the same arbitration administrator. The panel will decide anew all factual and legal issues, following the same rules of procedure, by majority vote any aspect of the original decision objected to. The costs of such an appeal will be borne in accordance with the below paragraph entitled "Fees and Costs". Any review by a court shall be governed by the Federal Arbitration Act. Any final arbitration award will be binding on the named parties and enforceable by any court having jurisdiction.

**Fees and Costs:** We will pay any costs that are required to be paid by us under the arbitration administrator's rules of procedure. If you file the arbitration, you will pay your share of the initial filing fee, unless you seek and qualify for a fee waiver under the applicable rules of the arbitration administrator. The party filing an appeal shall be responsible for all filing fees and costs of the appeal unless prohibited by administrator's rules of procedure. All parties are responsible for their own attorney's fees, expert fees and any other expenses, unless the arbitrator awards such fees or expenses to you or us if allowed by applicable law.

**Other Parties Subject to this Agreement to Arbitrate:** In addition to you and us, the rights and duties described in this agreement to arbitrate apply to: any third party co-defendant of a claim subject to this arbitration provision; all joint account holders, Additional Cardholders, and Authorized Users of your Account(s).

**How to REJECT this Agreement to Arbitrate:** You can reject this agreement to arbitrate but only if we receive from you a written notice of rejection within 45 days after it was first provided to you. To reject this agreement to arbitrate you must send the notice of rejection to: Credit One Bank, Attention: Arbitration Opt Out, P. O. Box 98873, Las Vegas, NV 89193-8873. Rejection notices sent to any other address will not be accepted or effective. If you decide to reject this agreement to arbitrate in writing, your notice must state that you reject this agreement to arbitrate and include your name, address, account number, and personal signature. Rejection of arbitration will not affect your other rights or responsibilities under this Card Agreement.

**Survival, Severability, and Amendment of Terms:**
*Survival.* This agreement to arbitrate shall survive changes in the Agreement and termination of the Account or the relationship between you and us, including the bankruptcy of any party and any transfer or sale of your Account, or amounts owed on your Account, to another person or entity.
*Severability.* If any part or parts of your agreement to arbitrate are declared unenforceable, then such specific part or parts shall be of no force or effect and shall be severed, but the remainder of this agreement to arbitrate shall continue in full force and effect. If, however, the entire agreement to arbitrate or your waiver of the right to bring or participate in a class or representative action or in consolidation procedures is unenforceable, then the agreement to arbitrate shall be of no force or effect. Notwithstanding the preceding sentence, with respect to California Account Holders, if arbitration is unenforceable, in whole or in part, you and we agree to resolve any Claim by a judicial reference proceeding as described above.
*Amendment in Writing Only.* This agreement to arbitrate may not be amended, severed, or waived, except as expressly provided in the Agreement or in a written agreement between you and us.

## *Other Information*

**Transactions in Foreign Currencies:** If you make a transaction at a merchant that settles in a currency other than U.S. dollars, American Express will convert that charge into a U.S. Dollar amount. That conversion will be done at a rate selected by American Express from the range of rates available in wholesale currency markets for the applicable central processing date, which rate may vary from the rate American Express itself receives, or the government-mandated rate in effect for the applicable central processing date. The currency conversion rate used on the processing date may differ from the rate that would have been used on the purchase date or on the date the transaction is posted to your Account. You agree to pay the converted amount, including any charges for the conversion that may be imposed as described above.

**Changes to Your Agreement:** The rates, fees and terms of this Agreement may change and we may add or delete any term to this Agreement, consistent with applicable law. We will give you advance written notice of these changes and a right to reject the change, if required by law.

**Unauthorized Use:** Notify us immediately if your Card is lost or stolen or you suspect that someone is using your Card or Account without your permission.

**Assignment:** We may assign any or all of our rights and obligations under this Agreement. You may not assign any of your rights or obligations under this Agreement.

**No Waiver:** We will not lose our rights under this Agreement because we delay or do not enforce them.

**Governing Law:** This Agreement is governed by and interpreted in accordance with the laws applicable to national banks, and, where no such laws apply, by the laws of the State of Nevada, excluding the conflicts of law provisions thereof, regardless of your state of residence.

**Conformance with Law; Severability:** If any part of this Agreement conflicts with applicable law, that provision will be considered modified to conform to applicable law. If any part of this Agreement is invalid, the rest shall remain in effect, except as otherwise noted in the Arbitration Provision.

## ***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 the Billing Inquiries address on the statement.

In your letter, give us the following information:

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

You must contact us:

- Within 60 days after the error appeared on your statement.
- At least 3 business days before an automated payment is scheduled, if you want to stop payment on the amount you think is wrong.

You must notify us of any potential errors in writing. You may call us, but if you do we are not required to investigate any potential errors and you may have to pay the amount in question.

**What Will Happen After We Receive Your Letter**

When we receive your letter, we must do two things:

1. Within 30 days of receiving your letter, we must tell you that we received your letter. We will also tell you if we have already corrected the error.
2. Within 90 days of receiving your letter, we must either correct the error or explain to you why we believe the bill is correct.

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

- We cannot try to collect the amount in question, or report you as delinquent on that amount.
- The charge in question may remain on your statement, and we may continue to charge you interest on that amount.
- While you do not have to pay the amount in question, you are responsible for the remainder of your balance.
- We can apply any unpaid amount against your credit limit.

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

*If we made a mistake:* You will not have to pay the amount in question or any interest or other fees related to that amount.

*If we do not believe there was a mistake:* You will have to pay the amount in question, along with applicable interest and fees. We will send you a statement of the amount you owe and the date payment is due. We may then report you as delinquent if you do not pay the amount we think you owe.

If you receive our explanation but still believe your bill is wrong, you must write to us within 10 days telling us that you still refuse to pay. If you do so, we cannot report you as delinquent without also reporting that you are questioning your bill. We must tell you the name of anyone to whom we reported you as delinquent, and we must let those organizations know when the matter has been settled between us.

If we do not follow all of the rules above, you do not have to pay the first $50.00 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 $50.00. (Note: Neither of these are necessary if your purchase was based on an advertisement we mailed to you, or if we own or operate the company that sold you the goods or services.)
2. You must have used your credit card for the purchase. Purchases made with cash advances from an ATM or with a check that accesses your credit card account do not qualify.
3. You must not yet have fully paid for the purchase.

If all of the criteria above are met and you are still dissatisfied with the purchase, contact us in writing at the Billing Inquiries address shown on your statement.

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

## ***Rewards Program Supplement***

This document ("Supplement") describes the terms and conditions of the Credit One Bank Cash Back Rewards Program ("Program") and supplements the Card Agreement that governs your credit card account issued by Credit One Bank, N.A. (the "Account"). By using the Account, you agree to participate in the Program. Your participation is subject to the terms of the Card Agreement, including the arbitration agreement, if applicable, and this Supplement. In the event of a conflict between the Card Agreement and this Supplement, with respect to matters relating to the Program, this Supplement controls.

**Earning Cash Back Rewards**: You earn cash back rewards in the form of an automatic statement credit equal to 1% of Net Eligible Purchases (as defined below) made with your Account. You do not earn cash back rewards on Cash Advances, Balance Transfers, interest, fees, and other charges. We will post a statement credit to your Account within thirty-seven days after the end of the month based on the Net Eligible Purchases posted to your Account from the first day to the last day of the current month. If your Account is in default, as defined in your Card Agreement, at the time the credit is to be posted, you WILL NOT receive the credit. Cash back rewards have no cash value.

**Merchant Categories**: Merchants who accept credit cards are assigned a merchant code, which is determined by the merchant or its processor in accordance with the applicable credit card network's procedures based on the kinds of products and services they primarily sell. We have no control over merchant codes. Please note:

- We make every effort to include all relevant merchant codes in our cash back rewards categories. However, even though a merchant or some of the items that it sells may appear to fit within a cash back rewards category, the merchant may not have a merchant code in that category or may not use an eligible merchant code. When this occurs, Purchases with that merchant won't qualify for cash back rewards.
- A merchant with more than one location may submit Purchases using different codes, including codes that are not eligible under this Program. This means that Purchases from the same merchant at a different location may result in no cash back rewards. Purchases made without an eligible code WILL NOT qualify for cash back rewards.
- Purchases submitted by you, an authorized user, or the merchant through third-party payment accounts, mobile or wireless card readers, online or mobile digital wallets, or similar technology will not qualify in a cash back rewards category if the technology is not set up to process the purchase in that cash back rewards category.

**Eligible Purchases**: Eligible Purchases are Purchases from merchants in the following categories:

- gasoline (Service Stations, Automated Fuel Dispensers, Petroleum and Petroleum Products, Marinas and Marine Services),
- grocery (Grocery Stores and Supermarkets, Freezer and Meat Provisioners, Miscellaneous Food Stores – Convenience Stores and Specialty Markets. Grocery Purchases do not include Purchases at superstores, at stores that sell groceries and other products like drugstores; or at smaller stores like bakeries, candy, nut or confection stores),
- mobile phone service (Telecommunication Equipment and Telephone Sales, Telecommunication Services, including Local and Long-Distance Calls, Credit Card Calls, Calls Through Use of Magnetic-Stripe-Reading Telephones, and Fax Services), and
- internet, cable and satellite TV subscription services (Cable, Satellite and Other Pay Television/Radio/Streaming Services, Computer Network/Information Services).

**Purchases That Are Not Eligible:** Purchases from the following types of merchants are not eligible for cash back rewards:

- oil, propane, home heating companies,
- PayPal,
- warehouse clubs (including but not limited to Sam's Club, Costco, and BJ's), and
- discount supercenters (including but not limited to Walmart® and Target®).

**Net Eligible Purchases**: Net Eligible Purchases are Eligible Purchases minus any returns, disputed charges, unauthorized charges, illegal or fraudulent charges or other credits for such Purchases.

**Program Restrictions**: You will receive an automatic cash back rewards credit on each statement that has at least one Net Eligible Purchase. Automatic statement credits for cash back rewards will reduce the balance on your Account but will not count as payments. You will still be required to pay at least the Minimum Payment Due as shown on your billing statement each month. You WILL NOT earn cash back rewards for Purchases made while your Account is in default as defined within your Card Agreement. This Program excludes Accounts already enrolled in a different Credit One Bank cash back or other rewards program.

**Changes:** The Program may be changed (added to, modified or deleted) by us at any time, including without limitation changes to the definition of eligible or non-eligible purchases. We will give you prior notice to the extent required by law. Any revisions may affect your ability to earn cash back rewards.

**Termination**: We may suspend or terminate the Program or your participation in the Program at any time without prior notice. In such event, we will evaluate your Account for any eligible cash back rewards as of the Program termination date. Provided that you meet all of the other Program Restrictions listed above at that time, you will receive a distribution of the cash back rewards earned during the current billing period in the form of a statement credit.

**Limited Liability**: Unless otherwise required by law, this Program, or our Card Agreement with you, we will not be liable to you or anyone making a claim on your behalf, in connection with: (1) any change or termination of the Program; (2) any loss, damage, expense or inconvenience caused by any occurrence outside of our control; (3) any taxes that you incur as a result of receiving cash back rewards, payment of which taxes will be your responsibility; (4) any merchandise or services you purchase, or for any direct, indirect or consequential damages with respect to the use of your Account. In any event, any liability that Credit One may have to you in connection with the Program shall be limited to the amount of any cash back rewards you have earned in this Program. The Program and cash back rewards are void or limited where prohibited or restricted, respectively, by federal, state or local law.

American Express is a federally registered service mark of American Express. This credit card program is issued and administered by Credit One Bank, N.A., pursuant to a license from American Express.

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# *CARD AGREEMENT*

## ***Pricing Summary***

| Interest Rates and Interest Charges | |
|---|---|
| **ANNUAL PERCENTAGE RATE (APR) for Purchases** | **29.74%**<br>This APR will vary with the market based on the Prime Rate. |
| **ANNUAL PERCENTAGE RATE (APR) for Balance Transfers** | **29.74%**<br>This APR will vary with the market based on the Prime Rate. |
| **ANNUAL PERCENTAGE RATE (APR) for Cash Advances** | **31.74%**<br>This APR will vary with the market based on the Prime Rate. |
| **Paying Interest** | Your due date is at least 24 days after the close of each billing cycle. We will not charge you any interest on Purchases if you pay your entire balance by the due date each month. We will begin charging interest on Cash Advances and Balance Transfers from the posting date. |
| **Minimum Interest Charge** | If you are charged interest, the charge will be no less than $1.00. |
| **For Credit Card Tips from the Consumer Financial Protection Bureau** | **To learn more about factors to consider when applying for or using a credit card, visit the website of the Consumer Financial Protection Bureau at http://www.consumerfinance.gov/learnmore.** |
| **Fees** | |
| **Annual Fee** | **$75** for the first year. After that **$99** annually (billed at $8.25 per month). |
| **Transaction Fees**<br>• Balance Transfer<br>• Cash Advance<br>• Foreign Transaction | <br>Either **$5** or **8%** of the amount of each Balance Transfer, whichever is greater.<br>Either **$5** or **8%** of the amount of each Cash Advance, whichever is greater.<br>Either **$1** or **3%** of the amount of each purchase in U.S. dollars, whichever is greater. |
| **Penalty Fees**<br>• Late Payment<br>• Returned Payment | <br>Up to **$39***<br>Up to **$39**** |

**How We Will Calculate Your Balance:** We use a method called "average daily balance (including new Purchases)." See your Card Agreement for more details.

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

***Late Payment Fee:** We will charge the maximum safe harbor amount, which is set annually in accordance with 12 C.F.R 1026.52(b)(1)(ii)(D). Currently the fee is $29, unless you incurred a Late Payment Fee during the prior six billing cycles. If you did, the fee is currently $39. This fee will not exceed the related Minimum Payment that was due. We charge a Late Payment Fee to your Account if at least the Amount Due This Period (less any Late

Payment Fee for the current billing cycle) plus any Past Due Amount is not received by 5:00 p.m. PT on the Payment Due Date shown on your statement.

****Returned Payment Fee:** We will charge the maximum safe harbor amount, which is set annually in accordance with 12 C.F.R 1026.52(b)(1)(ii)(D). If a payment is not honored upon first presentment, even if the payment is later honored, a Returned Payment Fee will be charged to your Account. Currently, the fee is $29, unless you incurred a Returned Payment Fee in the prior six billing cycles. If you did, the fee is currently $39. This fee will not exceed the related Minimum Payment that was due.

**Additional Rate Information:** The Purchase and Balance Transfer APR equals the Prime Rate plus a margin of 22.99%. This corresponds to a monthly periodic rate of 2.47833%. The Cash Advance APR equals the Prime Rate plus a margin of 24.99%. This corresponds to a monthly periodic rate of 2.64500%.

**Minimum Payments:** 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 the sum of:

- 5% of your outstanding balance, rounded up to the next whole dollar, or $30, whichever is greater;
- any Late Payment Fee for the current billing cycle;
- and any Past Due Amount (excluding any past due Late Payment Fees).

## ***The Agreement***

This Agreement, together with the Pricing Summary, is your contract with us.

**Accepting this Agreement:** You accept this Agreement when you use the Account. You may still reject this Agreement if you have not yet used the Card, used the Account, or paid a fee after receiving a billing statement. To reject the Agreement, call us at 866-515-5721 or write us at Bank Card Center, P.O. Box 95516, Las Vegas, NV 89193-5516. If you reject the Agreement, you are not responsible for any fees or charges.

**Arbitration:** This Agreement includes an Arbitration Provision with class action and jury trial waivers. You can reject the Arbitration Provision. See "How to REJECT this agreement to arbitrate" in the Arbitration section. If you do not, it will be part of this Agreement.

**Promise to Pay:** You agree to pay us for all amounts due on your Account, including credit for Purchases, Balance Transfers, and Cash Advances, as well as interest charges and fees. This includes charges made by Additional Cardholders and other Authorized Users.

## ***Definitions***

**Account** means the Credit One Bank card account under this Agreement.

**Authorized User** means any person you allow to use your Account or Card, including Additional Cardholders. If the Authorized User has been issued a Card and you want to terminate the Authorized User, you must notify us by telephone or in writing.

**Balance Transfer** means a transaction we designate that allows you to use your Account to pay another creditor or yourself. Balance Transfers cannot be used to pay us or our affiliates. A Balance Transfer will be subject to the terms of the Balance Transfer offer and this Agreement.

**Card** refers to one or more cards or access devices, including your Account number, that we give you or someone else with your authorization to get credit under this Agreement.

**Cardholder** refers to each person with a card issued in their name.

**Cash Advance** means the use of your Account to obtain funds at a financial institution or the use of a Convenience Check.

**Convenience Check** means a check we issue to you to take a Cash Advance. You may not use these checks to pay us or our affiliates.

**Purchase** means the use of the Account to obtain goods or services.

**Prime Rate** means the highest U.S. Prime Rate in the Money Rates section of The Wall Street Journal on the 25th day of the month, or the next day if that day is not a publication day. If The Wall Street Journal does not publish the U.S. Prime Rate, we may substitute another index.

**we**, **us**, **our**, and **Credit One Bank** refer to Credit One Bank, N.A., the issuer of your Card.

**you**, and **your** refer to each person who has applied for the Account and where appropriate, the Authorized User.

## *Features and Use of Your Account*

**Using Your Card:** You may make Purchases wherever the Card is accepted. You may use the Account to obtain Cash Advances, but you may not make more than two Cash Advance transactions per day which may not exceed the lower of your available credit for cash or $200. You may use the Account only for personal, family, or household purposes, and if your Account is used for any other purpose you are still responsible for such use. You may not use the Account for business or commercial purposes. The Account may not be used for online or internet gambling or illegal purposes.

**Your Credit Limit:** We will tell you your credit limit. Keep your Account balance below your credit limit. If you do not, you must still pay us. We may designate part of your credit limit as a Cash Advance limit and part as a Balance Transfer limit. We may change your credit limit(s) at any time, without notice. You may use a portion of your credit limit for Cash Advances and Balance Transfers. Each Purchase, Cash Advance, and Balance Transfer obtained will reduce the amount of available credit under your credit limit until it is repaid. We may delay increasing your available credit by the amount of any payment that we receive for up to 12 calendar days.

**Credit Limit Increase:** To request a credit limit increase contact the Customer Service number on your statement. We may impose a fee for processing the request.

**Credit Authorizations:** We may decline to authorize a transaction for any reason. We will not be liable to you if we decline a transaction or if anyone refuses any use of your Card.

**Automatic Billing:** You may set up automatic billing with a merchant. You authorize us to provide an updated Account number or Card expiration date to any merchant at our discretion. Contact the merchant to stop automatic billing.

**Joint Accounts:** If this is a joint account, each of you is responsible individually and together for all amounts owed. Each of you is responsible even if the Account is used by only one of you. You will continue to be liable for the entire balance of the Account, even if your co-applicant is ordered by a court to pay us. You will remain liable to us if your co-applicant fails to pay as ordered by the court. Your Account status will continue to be reported to the credit reporting agencies under each of your names. The delivery of notices or billing statements to either of you serves as delivery to each of you. We may rely on instructions given by either of you. We are not liable to either of you for relying upon such instructions.

**Electronic Access:** Applications (apps) on electronic devices (such as mobile wallets) can store your Card and can be used to get credit under this Agreement. Such transactions are covered by this Agreement. Apps may have separate terms of use. We are not responsible if you violate those terms or for any consequences from violating those terms.

**Additional Cardholder:** At your request, we may, at our discretion, issue, in the name of another person, an additional Card on your Account. That person is an Additional Cardholder, as well as an Authorized User. An Additional Cardholder has access to certain Account information including balance, available credit and payment information. If you advise us that the Additional Cardholder is your spouse, information regarding the Account will be provided to consumer reporting agencies in your name as well as in the name of the Additional Cardholder. By requesting that we add an Additional Cardholder to your Account, you represent that you (1) have the consent of the Additional Cardholder to be added to the Account, (2) have provided a copy of this Agreement to the Additional Cardholder, and (3) if the Additional Cardholder is your spouse, you have told the Additional Cardholder that Credit One Bank will furnish credit information about them to the credit reporting agencies in connection with the Account. The Additional Cardholder may report the Card lost or stolen and may remove him or herself from the Account.

## *Interest Rates and Interest Changes*

**Annual Percentage Rates (APRs):** See the Pricing Summary for your APRs. The APR for Balance Transfers will be the same as the APR for standard Purchases, unless a promotional rate applies.

**Variable Rates:** Your Pricing Summary indicates whether you have any variable APRs. Variable APRs are determined by adding to the Prime Rate the number of percentage points ("margin") specified in the Pricing Summary. Variable APRs will increase or decrease when the Prime Rate changes. The APR change will take effect beginning with billing cycles that end on or after the first day of the month after the month in which the Prime Rate changes. An increase in the APR will increase your interest charges and may increase your Minimum Payment Due.

**Average Daily Balance Method (including new transactions):** We calculate interest each billing cycle by first figuring the "average daily balance" for each type of balance. Standard Purchases, standard Cash Advances, standard Balance Transfers, and each promotional offer, are all types of balances.

For each type of balance, for each billing cycle, we start with the balance on the last day of your previous billing cycle. We subtract any unpaid interest. This is the beginning balance each day. Each day of the billing cycle we subtract any new payments and credits applied to that type of balance. We

add any new transactions and fees for that type of balance. We add Purchases, Cash Advances, and Balance Transfers on the post date. We add transaction fees on promotional rate and non-promotional rate Balance Transfers to the same type of balance as the transaction. We add all other fees to the standard Purchase balance. This gives us the daily balance for that type of balance, except that if the daily balance is negative, we treat it as zero. We then add up all of the daily balances and divide by the number of days in the billing cycle. This gives us the "average daily balance" for that type of balance. We multiply the average daily balance by the applicable monthly periodic rate (the APR divided by 12). This gives us the interest charged for that type of balance for that billing cycle. This interest is included in the Account balance on the last day of the billing cycle. The results for all types of balances are then added together to determine the total interest charged that billing cycle.

**When Interest Begins:** We begin to impose interest on a transaction or fee from the day we add it to the daily balance. We continue to impose interest 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 billing statement by the Payment Due Date shown on that billing statement, we will not impose interest on new Purchases paid by the Payment Due Date on your current billing statement. The Payment Due Date will be at least 24 days after the close of the billing cycle. If you have been paying your Account balance in full and thereby avoiding interest on Purchases, but then do not pay the next New Statement Balance in full by the Payment Due Date, in that billing cycle we will start charging interest on the unpaid portion of your balance.

## ***Fees***

See the Pricing Summary for additional Fee information.

**Annual Fee:** If your Account is subject to an Annual Fee, the amount and when it is billed is shown on the Pricing Summary. The Annual Fee is billed to the Account until the Account is closed and the outstanding balance is paid in full. The Annual Fee is refundable as long as you cancel your Account and have not used your card for any Purchases, Cash Advances, or Balance Transfers and you have not made a payment.

**Credit Limit Increase Fee:** If a fee is imposed for processing a Credit Limit increase request, we will tell you the amount of the fee at the time of your request and before you agree to it.

**Foreign Transaction Fee:** We add this fee, unless "None" is stated in the Pricing Summary table, for each purchase made outside the U.S. (A purchase is made outside the U.S. unless it is made with a U.S. merchant, processed completely in the U.S., and in U.S. dollars.) The fee is a percentage of the U.S. dollar amount of the purchase.

**Optional Express Payment Service Fee:** If a representative of ours helps expedite your payment, we may impose an Express Payment fee. You will be informed of the amount of the fee before you complete the transaction.

**Duplicate Statement Fee:** If you request a duplicate copy of a monthly statement, for any purpose other than to assert a billing error, you will be charged a fee of up to $10 for each statement copy requested.

**Sales Slip Request Fee:** If you request a copy of a sales slip, for any purpose other than to resolve a dispute about the charges on your Account, you will be charged a fee of $6 for each sales slip copy requested.

**Replacement Card Fee:** If you request a replacement card, a Replacement Card Fee of up to $25 may be charged to your Account.

## ***Payments***

**Minimum Payment Due:** See the Pricing Summary for the minimum payment requirements.

**Small Balances:** As it is uneconomical for both you and us to process payments or maintain credits that are $1 or less in amount, you agree as follows: (1) In any billing cycle in which you have had no transactions and your New Balance on the billing date is $1 or less, the balance will be rounded to zero and you will not receive a bill for this amount. (2) In the event that you have a credit balance of $1 or less for two consecutive billing cycles, the balance will be rounded to zero and you will not receive a refund of this amount.

**Payment Instructions:** You must pay us in U.S. dollars, in funds on deposit in the U.S. 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.

**Irregular Payments:** Any payment submitted in offer of settlement of a disputed debt, including any item containing a notation such as "paid in full," and any other item with a restrictive endorsement, must be sent to: Credit One Bank, P.O. Box 95516, Las Vegas, NV 89193-5516. We can accept

late payments, partial payments, and checks or other items with restrictive endorsements at any other address without losing any of our rights under this Agreement.

**Postdated Checks:** You agree that we need not examine any payment check to confirm that it is not postdated and that we may deposit any postdated check on the day we receive it.

**Payment Allocation:** We apply payments up to the Minimum Payment Due and credits at our discretion, which may result in balances at lower APRs being paid first and higher interest charges. Payments over the Minimum Payment Due will be applied to balances with higher APRs first.

## ***Collecting, Sharing, and Updating Information***

**Customer Privacy:** We send you our Privacy Policy when you open your Account and thereafter in accordance with applicable law. 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. You accept the terms of our Privacy Policy when you use the Account. Contact us or visit CreditOne.com if you would like a copy.

**Information About You:** You authorize us to obtain and/or use information about you from third parties and credit reporting agencies to: (1) verify your identity and/or conduct investigative inquiries; (2) determine your income and credit eligibility; (3) review your Account and provide renewal of credit; (4) verify your current credit standing in order to present future credit limit increases or decreases; (5) qualify you for and present additional lines of credit or other offers; and (6) collect amounts owing on your Account. Upon request, we will tell you the name and address of any credit reporting agency that provided us with information concerning you.

**Furnishing Information:** We may furnish information concerning your Account or credit file to consumer reporting agencies and others who may properly receive that information. If you believe that information we furnished is inaccurate or incomplete, please write us at Credit One Bank, P. O. Box 98873, Las Vegas, NV 89193-8873. Please include your name, address, home phone number and Account number.

**Telephone Calls, Text Messages and Emails Regarding Your Account:** You are providing express written permission and consent authorizing Credit One Bank and our agents, servicers, contractors, subsidiaries, affiliates, officers, and other partners and employees to contact you at any phone number (including mobile, cellular/wireless, or similar devices) or email address you provide at any time, for any lawful purpose. The ways in which we may contact you include live operator, dialing system, automatic telephone dialing systems (auto-dialer), prerecorded and artificial voice message, text/SMS message or email. Phone numbers and email addresses you provide include those you give to us, those from which you, or someone acting on your behalf, contact us or which we obtain through other means. If you provide a phone number for which you are not the owner, you confirm you are authorized to provide that number. Such lawful purposes include, but are not limited to: obtaining information; activation of the card for verification and identification purposes; account transactions or servicing related matters; suspected fraud or identity theft; collection on the Account; and providing information about special products and services. You agree to pay any fee(s) or charge(s) that you may incur for incoming communications from us or outgoing communications to us, to or from any such number or email address, without reimbursement from us.

**Communication Revocation:** You may revoke your authorization for most communications. However, you cannot revoke authorization for fraud related communications or legally required communications. To change your communication preferences or to revoke consent you must write us. Please:

- include your name, mailing address, and the last four digits of your Account number;
- specify whether you are changing your preferences regarding mail, telephone calls, emails, and/or text or SMS messages;
- provide the specific phone number(s) and/or email address for which you are requesting communications to cease;
- send this written notice to: Credit One Bank, P.O. Box 98873, Las Vegas, NV 89193-8873.

Certain communication preferences can be changed on-line. Please log in to your Account to see if that option is available.

**Telephone Monitoring:** You agree that we (and our servicers, agents and contractors) may monitor and record any calls between you and us.

**Updating Your Phone Number:** Notify us immediately if you change mobile or cell phone numbers or plan to give your phone to someone else. It is your responsibility to provide us with a true, accurate and complete mobile number and to maintain and update promptly any changes in this information. You can update your mobile number by calling us at the phone number on the back of your Card.

**Indemnification:** If you provide telephone number(s) for which you are not the subscriber, or fail to notify us when you cease to be the subscriber for a telephone number you previously gave us, you agree to indemnify us, our subsidiaries, affiliates, officers, agents, servicers, contractors, and other partners and employees for any costs and expenses, including reasonable attorneys' fees, incurred as a result of us contacting or attempting to contact you at the number(s). Your obligation under this paragraph shall survive termination of the Agreement.

## *Account Closure*

**Default:** You are in default under this Agreement if (1) bankruptcy or another insolvency proceeding is filed by or against you; (2) we reasonably believe you are unable or unwilling to repay us; (3) you die or are legally incompetent or incapacitated; (4) you fail to comply with the terms of this Agreement, including failing to make a required payment when due, exceeding your credit limit or using your Card or Account for an illegal transaction; (5) you give us misleading, false, incomplete or incorrect information or fail to give us any information we deem necessary; or (6) if you no longer permanently reside in the United States or its territories. If you are in default, we may declare the entire Account balance immediately due and payable without advance 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.

**Closing Your Account:** You may close your Account at any time. You will remain responsible for any amount you owe us under this Agreement. Any joint Cardholder may cancel a joint Account. However, both of you will remain responsible for paying all amounts owed. If your Account is subject to an Annual Fee, the fee will continue to be charged until you pay your outstanding balance in full.

We may cancel, suspend or not renew your Card, Account, or access to the credit line at any time and for any reason without notice. If your Account is closed by us, the Annual Fee will continue to be charged until you pay your outstanding balance in full.

However, when your Account is closed, if there is: (1) a debit balance of $1 or less, that balance will be rounded to zero and you will not be required to pay this amount; or (2) a credit balance of $1 or less, that balance will be rounded to zero and this amount will not be refunded to you. The rounding to zero may occur after your closing statement cycles, and you may not receive a statement reflecting the rounding.

## *Arbitration Agreement*

**PLEASE READ CAREFULLY—IMPORTANT—AFFECTS YOUR LEGAL RIGHTS**

This agreement to arbitrate provides that you or we can require controversies or disputes between us to be resolved by BINDING ARBITRATION. You have the right to REJECT this agreement to arbitrate by using the procedure explained below.

If you do not reject this agreement to arbitrate, you GIVE UP YOUR RIGHT TO GO TO COURT and controversies or disputes between us will be resolved by a NEUTRAL ARBITRATOR INSTEAD OF A JUDGE OR JURY, using rules that are simpler and more limited than in a court. Arbitrator decisions are subject to VERY LIMITED REVIEW BY A COURT. Arbitration will proceed INDIVIDUALLY— CLASS ACTIONS AND SIMILAR PROCEDURES WILL NOT BE AVAILABLE TO YOU.

**Agreement to Arbitrate:** You and we agree that either you or we may, without the other's consent, require that controversies or disputes between you and us (all of which are called "Claims"), be submitted to mandatory, binding arbitration. This agreement to arbitrate is made pursuant to a transaction involving interstate commerce, and shall be governed by, and enforceable under, the Federal Arbitration Act (the "FAA"), 9 U.S.C. §1 et seq., and (to the extent State law is applicable), the laws of the State of Nevada.

For purposes of this agreement to arbitrate, "you" includes you, any co-applicant, any Authorized User (including Additional Cardholders), or anyone else connected with you or claiming through you; and "we" or "us" includes Credit One Bank, N.A., all of its parents, subsidiaries, affiliates, successors, predecessors, employees, and related persons or entities, and all third parties who are regarded as agents or representatives of us in connection with the subject matter of the claim or dispute at issue.

**Covered Claims:** Claims subject to arbitration include, but are not limited to, any controversies or disputes arising from or relating in any way to your Account; any transactions involving your Account; any disclosures made to you concerning your Account; any interest, charges, or fees assessed on your Account; any service(s) or programs related to your Account; and, if permitted by the rules of the arbitration forum, any collection of debt related to your Account. Claims also include controversies or disputes arising from or relating in any way to advertising, solicitations, or any application for, approval of, or establishment of your Account. Claims subject to arbitration include any controversies or disputes based on any theory of law, whether contract, tort, statute, regulation, common law, or equity, or whether they seek legal or equitable remedies. All Claims are subject to arbitration whether they arose in the past, may currently exist, or may arise in the future. Arbitration will apply even if your Account is closed, you pay us in full any outstanding debt you owe, or you file for bankruptcy. Also, controversies or disputes about the validity, enforceability, coverage, meaning, or scope of this agreement to arbitrate or any part thereof are subject to arbitration and are for the arbitrator to decide. Any questions about what Claims are subject to arbitration shall be resolved by interpreting this agreement to arbitrate in the broadest way the law will allow it to be enforced.

**Claims Not Covered:** Claims (whether brought initially or by counter or cross-claim) are not subject to arbitration if they are filed by you or us in a small claims court, so long as the case remains in such court and only individual claims for relief are advanced in the case.

**No Class Arbitration or Consolidation or Joinder of Parties:** Class actions and other similar procedures in which individuals seek to represent similarly situated individuals or seek relief on behalf of the general public, and consolidation or joinder of Claims (except for claimants on the same account), are NOT available under this agreement to arbitrate. Claims in arbitration will proceed on an INDIVIDUAL basis only:

> UNLESS YOU REJECT THIS AGREEMENT TO ARBITRATE, YOU AND WE WAIVE THE RIGHT TO ASSERT OR PARTICIPATE IN A CLASS ACTION OR ANY REPRESENTATIVE OR CONSOLIDATED PROCEEDING IN COURT OR IN ARBITRATION.

The arbitrator shall have no authority to entertain any Claim as a class action or private attorney general action or on any other similar representative basis, nor shall the arbitrator have any authority to consolidate or join Claims brought by separate claimants (except for claimants on the same account). This also means that the arbitrator 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.†

†**Notice to California Account Holders:** This agreement to arbitrate shall not be construed to prevent you from seeking in the arbitration the remedy of public injunctive relief if (a) you reside in California, (b) you resided in California at the time you entered into this agreement to arbitrate, or (iii) the billing address for your Account is a California address (hereafter, "California Account Holder").

**Initiation of Arbitration:** The arbitration shall be administered by the American Arbitration Association ("AAA") before a single arbitrator under the AAA's Consumer Arbitration Rules, or by a mutually agreeable administrator, before a single arbitrator, as modified by this arbitration provision. Information about the arbitration process for AAA can be obtained from the AAA at www.adr.org. The arbitrator shall be selected from the AAA (or mutually agreeable administrator) panel of neutrals then active on the roster maintained by the AAA (or mutually agreeable administrator) office located in the city of or nearest to your billing address and, unless otherwise mutually agreed, the arbitrator shall be a retired federal judge, a retired state appellate judge, a retired state trial judge, or a lawyer with at least 15 years of experience in that order of preference.

In the event that the AAA or mutually agreeable administrator is unable or unwilling 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).

**Arbitration Procedures and Applicable Law; Offer of Settlement:** Unlike a lawsuit in state or federal court, arbitration is conducted by a private organization that specializes in alternative dispute resolution. Disputes in arbitration are decided by a neutral arbitrator instead of a judge or jury. You may represent yourself in arbitration, or you may be represented by a lawyer.

Under this agreement to arbitrate, a single arbitrator designated by the arbitration administrator will decide the Claim under applicable law. The arbitrator is bound by the terms of this agreement to arbitrate. The AAA or mutually agreeable administrator will apply its code of procedures in effect at the time the arbitration claim is filed. If there is a conflict between that code of procedures and this arbitration provision and/or any sections of this Card Agreement, this arbitration provision and/or this Card Agreement will control. The arbitrator will honor all claims of privilege recognized by law. Subject to the prohibition on class, representative, and consolidation procedures set forth above, the arbitrator will have the power to award to a party any damages or other relief (including relief in equity) provided for under applicable law. That is, a party will be entitled to recover in arbitration any damages or other relief that it could recover if it prevailed in a court proceeding. An arbitrator's award shall consist of a written statement setting forth the disposition of each Claim. At the request of any party, the arbitrator shall also set forth a written explanation of the essential findings and conclusions on which the award is based. An arbitration award shall decide the rights and obligations only of the parties named in the arbitration, and shall not have any bearing on another person or dispute.

If your Claim is for $10,000 or less, you may choose whether the arbitration will be conducted solely on the basis of documents, in a telephonic hearing, or in an in-person hearing.

Any in-person hearing will take place in the federal judicial district that includes your billing address at the time the Claim is filed, unless the parties agree to a different place.

**The Arbitrator's Decision:** The arbitrator's decision will be final and binding on the parties. A party can file a written appeal to the arbitration administrator within thirty (30) days after an award is issued. The appeal will proceed before a panel of three neutral arbitrators designated by the same arbitration administrator. The panel will decide anew all factual and legal issues, following the same rules of procedure, by majority vote any aspect of the original decision objected to. The costs of such an appeal will be borne in accordance with the below paragraph entitled "Fees and Costs". Any review by a court shall be governed by the Federal Arbitration Act. Any final arbitration award will be binding on the named parties and enforceable by any court having jurisdiction.

**Fees and Costs:** We will pay any costs that are required to be paid by us under the arbitration administrator's rules of procedure. If you file the arbitration, you will pay your share of the initial filing fee, unless you seek and qualify for a fee waiver under the applicable rules of the arbitration

administrator. The party filing an appeal shall be responsible for all filing fees and costs of the appeal unless prohibited by administrator's rules of procedure. All parties are responsible for their own attorney's fees, expert fees and any other expenses, unless the arbitrator awards such fees or expenses to you or us if allowed by applicable law.

**Other Parties Subject to this Agreement to Arbitrate:** In addition to you and us, the rights and duties described in this agreement to arbitrate apply to: any third party co-defendant of a claim subject to this arbitration provision; all joint account holders, Additional Cardholders, and Authorized Users of your Account(s).

**How to REJECT this Agreement to Arbitrate:** You can reject this agreement to arbitrate but only if we receive from you a written notice of rejection within 45 days after it was first provided to you. To reject this agreement to arbitrate you must send the notice of rejection to: Credit One Bank, Attention: Arbitration Opt Out, P. O. Box 98873, Las Vegas, NV 89193-8873. Rejection notices sent to any other address will not be accepted or effective. If you decide to reject this agreement to arbitrate in writing, your notice must state that you reject this agreement to arbitrate and include your name, address, account number, and personal signature. Rejection of arbitration will not affect your other rights or responsibilities under this Card Agreement.

**Survival, Severability, and Amendment of Terms:**
*Survival.* This agreement to arbitrate shall survive changes in the Agreement and termination of the Account or the relationship between you and us, including the bankruptcy of any party and any transfer or sale of your Account, or amounts owed on your Account, to another person or entity.
*Severability.* If any part or parts of your agreement to arbitrate are declared unenforceable, then such specific part or parts shall be of no force or effect and shall be severed, but the remainder of this agreement to arbitrate shall continue in full force and effect. If, however, the entire agreement to arbitrate or your waiver of the right to bring or participate in a class or representative action or in consolidation procedures is unenforceable, then the agreement to arbitrate shall be of no force or effect. Notwithstanding the preceding sentence, with respect to California Account Holders, if arbitration is unenforceable, in whole or in part, you and we agree to resolve any Claim by a judicial reference proceeding as described above.
*Amendment in Writing Only.* This agreement to arbitrate may not be amended, severed, or waived, except as expressly provided in the Agreement or in a written agreement between you and us.

## *Other Information*

**Transactions in Foreign Currencies:** If you make a transaction at a merchant that settles in a currency other than U.S. dollars, Mastercard International Incorporated or Visa Incorporated will convert that charge into a U.S. Dollar amount. That conversion will be done at a rate selected by Mastercard or Visa from the range of rates available in wholesale currency markets for the applicable central processing date, which rate may vary from the rate Mastercard or Visa itself receives, or the government-mandated rate in effect for the applicable central processing date. The currency conversion rate used on the processing date may differ from the rate that would have been used on the purchase date or on the date the transaction is posted to your Account. You agree to pay the converted amount, including any charges for the conversion that may be imposed as described above.

**Changes to Your Agreement:** The rates, fees and terms of this Agreement may change and we may add or delete any term to this Agreement, consistent with applicable law. We will give you advance written notice of these changes and a right to reject the change, if required by law.

**Unauthorized Use:** Notify us immediately if your Card is lost or stolen or you suspect that someone is using your Card or Account without your permission.

**Assignment:** We may assign any or all of our rights and obligations under this Agreement. You may not assign any of your rights or obligations under this Agreement.

**No Waiver:** We will not lose our rights under this Agreement because we delay or do not enforce them.

**Governing Law:** This Agreement is governed by and interpreted in accordance with the laws applicable to national banks, and, where no such laws apply, by the laws of the State of Nevada, excluding the conflicts of law provisions thereof, regardless of your state of residence.

**Conformance with Law; Severability:** If any part of this Agreement conflicts with applicable law, that provision will be considered modified to conform to applicable law. If any part of this Agreement is invalid, the rest shall remain in effect, except as otherwise noted in the Arbitration Provision.

## *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 the Billing Inquiries address on the statement.

In your letter, give us the following information:

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

You must contact us:

- Within 60 days after the error appeared on your statement.
- At least 3 business days before an automated payment is scheduled, if you want to stop payment on the amount you think is wrong.

You must notify us of any potential errors in writing. You may call us, but if you do we are not required to investigate any potential errors and you may have to pay the amount in question.

**What Will Happen After We Receive Your Letter**

When we receive your letter, we must do two things:

1. Within 30 days of receiving your letter, we must tell you that we received your letter. We will also tell you if we have already corrected the error.
2. Within 90 days of receiving your letter, we must either correct the error or explain to you why we believe the bill is correct.

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

- We cannot try to collect the amount in question, or report you as delinquent on that amount.
- The charge in question may remain on your statement, and we may continue to charge you interest on that amount.
- While you do not have to pay the amount in question, you are responsible for the remainder of your balance.
- We can apply any unpaid amount against your credit limit.

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

*If we made a mistake:* You will not have to pay the amount in question or any interest or other fees related to that amount.

*If we do not believe there was a mistake:* You will have to pay the amount in question, along with applicable interest and fees. We will send you a statement of the amount you owe and the date payment is due. We may then report you as delinquent if you do not pay the amount we think you owe.

If you receive our explanation but still believe your bill is wrong, you must write to us within 10 days telling us that you still refuse to pay. If you do so, we cannot report you as delinquent without also reporting that you are questioning your bill. We must tell you the name of anyone to whom we reported you as delinquent, and we must let those organizations know when the matter has been settled between us.

If we do not follow all of the rules above, you do not have to pay the first $50.00 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 $50.00. (Note: Neither of these are necessary if your purchase was based on an advertisement we mailed to you, or if we own or operate the company that sold you the goods or services.)
2. You must have used your credit card for the purchase. Purchases made with cash advances from an ATM or with a check that accesses your credit card account do not qualify.
3. You must not yet have fully paid for the purchase.

If all of the criteria above are met and you are still dissatisfied with the purchase, contact us in writing at the Billing Inquiries address shown on your statement.

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

## ***Rewards Program Supplement***

This document ("Supplement") describes the terms and conditions of the Credit One Bank Cash Back Rewards Program ("Program") and supplements the Card Agreement that governs your credit card account issued by Credit One Bank, N.A. (the "Account"). By using the Account, you agree to participate in the Program. Your participation is subject to the terms of the Card Agreement, including the arbitration agreement, if applicable, and this Supplement. In the event of a conflict between the Card Agreement and this Supplement, with respect to matters relating to the Program, this Supplement controls.

**Earning Cash Back Rewards**: You earn cash back rewards for purchases using your Account minus returns, refunds, disputed charges and fraudulent transactions ("Net Eligible Purchases"), equal to 3% of Eligible Purchases (as defined below) made with your Account. You do not earn cash back rewards on Cash Advances, Balance Transfers, purchases made using PayPal, interest, fees, and other charges. If your Account is in default, as defined in your Card Agreement, at the time the cash back rewards are to be posted to your Account, you WILL NOT receive the applicable credit for cash back rewards. Cash back rewards have no cash value; however, when redeemed in accordance with the Program have a redemption value. See "**Redeeming Cash Back Rewards**" below. Cash back rewards may not be transferred to any other person including through such events as inheritance, bankruptcy or divorce.

Earning and accruing cash back rewards is not limited as long as your Account is in good standing, and you may have a negative cash back rewards balance (because of returns and other post transaction action). If your Account has a negative cash back rewards balance, any newly earned cash back rewards will be used to offset that negative balance until that balance has been brought to zero. As long as your Account is in good standing, your cash back rewards do not expire. Cash back rewards are forfeited 90 days after your Account is closed by you or us. If we find evidence of misuse, fraud or the Account is in default, as defined in your Card Agreement, no redemptions of your cash back rewards, automatic or manual, will be permitted; provided that if your Account is closed because of nonpayment, you will have 90 days to redeem any cash back rewards from the date the notice is sent to you. See "**Redeeming Cash Back Rewards**." Cash back rewards from separate accounts cannot be combined. Authorized Users earn cash back rewards on the Account, but only the primary Cardholder may redeem cash back rewards.

**Merchant Categories:** Merchants who accept credit cards are assigned a merchant code, which is determined by the merchant or its processor in accordance with the applicable credit card network's procedures based on the kinds of products and services they primarily sell. We have no control over merchant codes. Please note:

- We make every effort to include all relevant merchant codes in our cash back rewards categories. However, even though a merchant or some of the items that it sells may appear to fit within a cash back rewards category, the merchant may not have a merchant code in that category or may not use an eligible merchant code. When this occurs, purchases with that merchant will not qualify for cash back rewards on purchases in that category.
- A merchant with more than one location may submit Purchases using different codes, including codes that are not eligible under this Program. This means that Purchases from the same merchant at a different location may result in no cash back rewards. Purchases made without an eligible code WILL NOT qualify for cash back rewards.
- Purchases submitted by you, an authorized user, or the merchant through third-party payment accounts, mobile or wireless card readers, online or mobile digital wallets, or similar technology will not qualify in a cash back rewards category if the technology is not set up to process the purchase in that cash back rewards category.

**Eligible Purchases:** Eligible Purchases are Purchases from the following merchants:

- Amazon.com using the merchant name AMAZON, AMZN, or PRIME in the following categories:
  - Digital Goods – Large Digital Goods Merchant,
  - Digital Goods Media - Books, Movies, Digital artwork/ images, Music,
  - Miscellaneous General Merchandise,
  - Grocery Stores and Supermarkets,
  - Record Stores,
  - Book Stores,
  - Variety Stores, Direct Marketing – Continuity/Subscription Merchant,
  - Cable, Satellite and Other Pay Television/Radio/ Streaming Services, and
  - Miscellaneous and Specialty Retail Stores.
- Walmart® using the merchant name WALMART, WAL MART, WAL-MART, WM SUPERCENTER in the following categories:
  - Discount Stores,
  - Department Stores,
  - Grocery Stores and Supermarkets,
  - Service Stations (With or without Ancillary Services),
  - Automated Fuel Dispensers,
  - Eating Places and Restaurants,
  - Drug Stores and Pharmacies,
  - Direct Marketing – Continuity/Subscription Merchant,
  - Miscellaneous and Specialty Retail Shops,

    - Optometrists and Ophthalmologists,
    - Opticians, Optical Goods, and Eyeglasses, and
    - Medical Services and Health Practitioners (Not Elsewhere Classified).
- Target® using the merchant name TARGET in the following categories:
    - Discount Stores,
    - Grocery Stores and Supermarkets,
    - Eating Places and Restaurants,
    - Miscellaneous and Specialty Retail Shops,
    - Opticians, Optical Goods, and Eyeglasses, and
    - Medical Services and Health Practitioners (Not Elsewhere Classified).

The listed merchants are not affiliated with Credit One Bank and are not sponsors of this Program or the Credit One Bank credit card. All trademarks are the property of their owners. Amazon, the Amazon.com logo, the smile logo, and all related logos are trademarks of Amazon.com, Inc. or its affiliates. Walmart, Wal- Mart and the Spark Design and all related logos are trademarks of Walmart, Inc. Target and the Bullseye Design and all related logos are trademarks of Target Brands, Inc.

**Redeeming Cash Back Rewards:** Cash back rewards may be redeemed automatically ("Automatic Redemption") only for statement credits; or redeemed manually ("Manual Redemption") for statement credits, gift cards, or other goods or services. You can switch between Automatic Redemption and Manual Redemption, but in order to do so, you must have an online account that you can access via creditonebank.com or the Credit One Bank Mobile App. All cash back rewards redemptions are subject to terms and conditions set forth in this Supplement and at https://www.creditonebank.com/RewardsRedemptionTerms.

- Manual Redemption: Upon Account opening, your Account will be set to Manual Redemption. Cash back rewards will post to your Account within thirty-seven days after a Net Eligible Purchase posts to your Account. The amount of cash back rewards you need to redeem for consumer goods and services will be determined at redemption and may change without notice. The most up-to-date amount of cash back rewards you have available to redeem (which reflects any adjustments, transfers, or redemptions) is available online or by calling the customer service number and may differ from the available cash back rewards shown on your last monthly billing statement.
- Automatic Redemption: Cash back rewards may be redeemed automatically as statement credits. To do so, you must change your redemption setting from Manual Redemption to Automatic Redemption. If you switch from Manual Redemption to Automatic Redemption, any cash back rewards balance accrued while your Account has a Manual Redemption setting will be applied to your Account as a statement credit in any month your redemption setting is set to Automatic Redemption as of 3:00 p.m. Central Time on the first day of the month. We will post a statement credit to your Account within thirty-seven days after the end of the month based on the Net Eligible Purchases posted to your Account from the first day to the last day of the current month. You will receive an automatic rewards credit on each statement that has at least one Net Eligible Purchase.

**Feedback:** If you send or transmit any communications, comments, questions, suggestions, or related materials, whether by letter, e-mail, telephone, or otherwise ("Feedback"), suggesting or recommending changes to the Program or how cash back rewards are fulfilled, including, without limitation, new features or functionality, you grant us and any of our vendors a perpetual right to use the Feedback for our own and their own, respective internal business purposes. Further, we, our service providers, vendors and any subcontractors disclaim any liability to you for any such use of Feedback for our or their own, respective internal business purpose.

**Consumer Goods/Services Disclaimer: BY PARTICIPATING IN THE PROGRAM, YOU ACKNOWLEDGE AND AGREE THAT CREDIT ONE BANK AND ITS VENDORS ARE ONLY PROVIDING THE PROGRAM TO EARN AND REDEEM CASH BACK REWARDS AND NOT PROVIDING CONSUMER GOODS OR SERVICES. CREDIT ONE BANK AND ITS VENDORS ARE NOT INVOLVED IN WARRANTING ANY CONSUMER GOODS OR SERVICES WHICH YOU MAY ACQUIRE UTILIZING THE PROGRAM AND REDEMPTION SERVICES. CREDIT ONE BANK AND ITS VENDORS DO NOT MAKE, AND AFFIRMATIVELY DISCLAIM, ANY AND ALL WARRANTIES, EXPRESS OR IMPLIED, WITH RESPECT TO SUCH CONSUMER GOODS OR SERVICES, INCLUDING WITHOUT LIMITATION, ANY WARRANTY OF MERCHANTABILITY, SUITABILITY FOR A PARTICULAR PURPOSE, OR AGAINST INFRINGEMENT. WARRANTIES FOR CONSUMER GOODS AND SERVICES ARE LIMITED TO THE APPLICABLE THIRD-PARTY SUPPLIER'S WARRANTIES AND RETURN POLICIES. BY PARTICIPATING IN THE PROGRAM, YOU ACKNOWLEDGE AND AGREE TO LOOK SOLELY TO THE APPLICABLE MERCHANT PROVIDING THE CONSUMER GOODS AND/OR SERVICES REDEEMED OR PURCHASED BY YOU UTILIZING THE PROGRAM FOR ANY WARRANTY, REMEDY, OBLIGATION AND/OR LIABILITY WITH RESPECT TO SUCH CONSUMER PRODUCTS AND/OR SERVICES. BY PARTICIPATING IN THE PROGRAM, YOU RELEASE CREDIT ONE BANK AND ITS VENDORS FROM ANY AND ALL LIABILITY WITH RESPECT TO SUCH CONSUMER GOODS AND SERVICES.**

**Information Disclaimer: IN THE COURSE OF PROVIDING THE PROGRAM AND REDEMPTION SERVICE FOR CONSUMER GOODS AND/OR SERVICES, CREDIT ONE BANK AND/ OR ITS VENDORS MAY INTEGRATE WITH THIRD-PARTY SUPPLIERS SELECTED OR CHANGED BY CREDIT ONE BANK AND/OR ITS VENDORS, IN THEIR SOLE DISCRETION, FOR THE FULFILLMENT OF SUCH CONSUMER GOODS AND/OR SERVICES REDEEMED OR PURCHASED UTILIZING THE PROGRAM. IN ORDER TO FACILITATE FULFILLMENT OF THE CONSUMER GOODS AND SERVICES WITH THE THIRD-PARTY SUPPLIERS, CREDIT ONE BANK AND/OR ITS VENDORS MAY SEND YOUR REQUIRED PERSONAL AND OTHER INFORMATION (WHICH CAN INCLUDE, BUT IS NOT LIMITED TO FIRST NAME, LAST NAME, SHIPPING ADDRESS, PHONE NUMBER AND EMAIL ADDRESS) TO THIRD-PARTY SUPPLIERS TO FACILITATE THE PURCHASE OR REDEMPTION. BY PARTICIPATING IN THE PROGRAM AND REDEEMING CASH BACK REWARDS FOR CONSUMER GOODS OR SERVICES, YOU THEREFORE AGREE THAT CREDIT ONE BANK AND ITS VENDORS WILL NOT BE HELD RESPONSIBLE AND YOU HEREBY RELEASE CREDIT ONE BANK**

**AND ITS VENDORS FROM ANY LIABILITY FOR YOUR INFORMATION AFTER IT IS INPUT INTO THE REDEMPTION FULFILLMENT SERVICES, FOR THE EXCLUSIVE BENEFIT OF, AND USE BY, THE THIRD-PARTY SUPPLIER, BY YOU AND CORRECTLY TRANSMITTED TO THE THIRD-PARTY SUPPLIER FOR ORDER FULFILLMENT. AFTER YOUR INFORMATION IS PLACED INTO THE REDEMPTION FULFILLMENT SERVICE, YOUR INFORMATION SHALL BE SUBJECT TO THE PRIVACY POLICY AND TERMS OF SUCH THIRD-PARTY SUPPLIER.**

**Program Restrictions:** Cash back rewards posted as a statement credit will reduce the balance on your Account but will not count as payments. You will still be required to pay at least the Minimum Payment Due as shown on your billing statement each month. You WILL NOT earn cash back rewards for Purchases made while your Account is in default as defined within your Card Agreement. This Program excludes Accounts already enrolled in a different Credit One Bank cash back or other rewards program.

**Changes:** The Program may be changed (added to, modified or deleted) by us at any time, including without limitation changes to the definition of eligible and non-eligible purchases. We will give you prior notice to the extent required by law. Any revision may affect your ability to earn or redeem cash back rewards.

**Termination:** We may suspend or terminate the Program or your participation in the Program at any time and will give you prior notice to the extent required by law. If we suspend or terminate the Program or your participation in the Program, you will have 90 days to redeem any cash back rewards from the date notice is sent to you. See "**Redeeming Cash Back Rewards**."

**Limited Liability:** Unless otherwise required by law, this Program, or our Card Agreement with you, we will not be liable to you or anyone making a claim on your behalf, in connection with: (1) any change or termination of the Program; (2) any loss, damage, expense or inconvenience caused by any occurrence outside of our control; (3) any taxes that you incur as a result of receiving cash back rewards, payment of which taxes will be your responsibility; (4) any merchandise or services you purchase, or for any direct, indirect or consequential damages with respect to the use of your Account. In any event, any liability that Credit One Bank may have to you in connection with the Program shall be limited to the amount of any cash back rewards you have earned in this Program. The Program and cash back rewards are void or limited where prohibited or restricted, respectively, by federal, state or local law.

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# *CARD AGREEMENT*

## ***Pricing Summary***

| Interest Rates and Interest Charges | |
|---|---|
| **ANNUAL PERCENTAGE RATE (APR) for Purchases** | **29.74%**<br>This APR will vary with the market based on the Prime Rate. |
| **ANNUAL PERCENTAGE RATE (APR) for Balance Transfers** | **29.74%**<br>This APR will vary with the market based on the Prime Rate. |
| **ANNUAL PERCENTAGE RATE (APR) for Cash Advances** | **31.74%**<br>This APR will vary with the market based on the Prime Rate. |
| **Paying Interest** | Your due date is at least 24 days after the close of each billing cycle. We will not charge you any interest on Purchases if you pay your entire balance by the due date each month. We will begin charging interest on Cash Advances and Balance Transfers from the posting date. |
| **Minimum Interest Charge** | If you are charged interest, the charge will be no less than $1.00. |
| **For Credit Card Tips from the Consumer Financial Protection Bureau** | **To learn more about factors to consider when applying for or using a credit card, visit the website of the Consumer Financial Protection Bureau at http://www.consumerfinance.gov/learnmore.** |
| **Fees** | |
| **Annual Fee** | **$75** for the first year. After that **$99** annually (billed at $8.25 per month). |
| **Transaction Fees**<br>• Balance Transfer<br>• Cash Advance<br>• Foreign Transaction | <br>Either **$5** or **8%** of the amount of each Balance Transfer, whichever is greater.<br>Either **$5** or **8%** of the amount of each Cash Advance, whichever is greater.<br>Either **$1** or **3%** of the amount of each purchase in U.S. dollars, whichever is greater. |
| **Penalty Fees**<br>• Late Payment<br>• Returned Payment | <br>Up to **$39***<br>Up to **$39**** |

**How We Will Calculate Your Balance:** We use a method called "average daily balance (including new Purchases)." See your Card Agreement for more details.

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

***Late Payment Fee:** We will charge the maximum safe harbor amount, which is set annually in accordance with 12 C.F.R 1026.52(b)(1)(ii)(D). Currently the fee is $29, unless you incurred a Late Payment Fee during the prior six billing cycles. If you did, the fee is currently $39. This fee will not exceed the related Minimum Payment that was due. We charge a Late Payment Fee to your Account if at least the Amount Due This Period (less any Late

Payment Fee for the current billing cycle) plus any Past Due Amount is not received by 5:00 p.m. PT on the Payment Due Date shown on your statement.

****Returned Payment Fee:** We will charge the maximum safe harbor amount, which is set annually in accordance with 12 C.F.R 1026.52(b)(1)(ii)(D). If a payment is not honored upon first presentment, even if the payment is later honored, a Returned Payment Fee will be charged to your Account. Currently, the fee is $29, unless you incurred a Returned Payment Fee in the prior six billing cycles. If you did, the fee is currently $39. This fee will not exceed the related Minimum Payment that was due.

**Additional Rate Information:** The Purchase and Balance Transfer APR equals the Prime Rate plus a margin of 22.99%. This corresponds to a monthly periodic rate of 2.47833%. The Cash Advance APR equals the Prime Rate plus a margin of 24.99%. This corresponds to a monthly periodic rate of 2.64500%.

**Minimum Payments:** 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 the sum of:

- 5% of your outstanding balance, rounded up to the next whole dollar, or $30, whichever is greater;
- any Late Payment Fee for the current billing cycle;
- and any Past Due Amount (excluding any past due Late Payment Fees).

## ***The Agreement***

This Agreement, together with the Pricing Summary, is your contract with us.

**Accepting this Agreement:** You accept this Agreement when you use the Account. You may still reject this Agreement if you have not yet used the Card, used the Account, or paid a fee after receiving a billing statement. To reject the Agreement, call us at 866-515-5721 or write us at Bank Card Center, P.O. Box 95516, Las Vegas, NV 89193-5516. If you reject the Agreement, you are not responsible for any fees or charges.

**Arbitration:** This Agreement includes an Arbitration Provision with class action and jury trial waivers. You can reject the Arbitration Provision. See "How to REJECT this agreement to arbitrate" in the Arbitration section. If you do not, it will be part of this Agreement.

**Promise to Pay:** You agree to pay us for all amounts due on your Account, including credit for Purchases, Balance Transfers, and Cash Advances, as well as interest charges and fees. This includes charges made by Additional Cardholders and other Authorized Users.

## ***Definitions***

**Account** means the Credit One Bank card account under this Agreement.

**Authorized User** means any person you allow to use your Account or Card, including Additional Cardholders. If the Authorized User has been issued a Card and you want to terminate the Authorized User, you must notify us by telephone or in writing.

**Balance Transfer** means a transaction we designate that allows you to use your Account to pay another creditor or yourself. Balance Transfers cannot be used to pay us or our affiliates. A Balance Transfer will be subject to the terms of the Balance Transfer offer and this Agreement.

**Card** refers to one or more cards or access devices, including your Account number, that we give you or someone else with your authorization to get credit under this Agreement.

**Cardholder** refers to each person with a card issued in their name.

**Cash Advance** means the use of your Account to obtain funds at a financial institution or the use of a Convenience Check.

**Convenience Check** means a check we issue to you to take a Cash Advance. You may not use these checks to pay us or our affiliates.

**Purchase** means the use of the Account to obtain goods or services.

**Prime Rate** means the highest U.S. Prime Rate in the Money Rates section of The Wall Street Journal on the 25th day of the month, or the next day if that day is not a publication day. If The Wall Street Journal does not publish the U.S. Prime Rate, we may substitute another index.

**we**, **us**, **our**, and **Credit One Bank** refer to Credit One Bank, N.A., the issuer of your Card.

**you**, and **your** refer to each person who has applied for the Account and where appropriate, the Authorized User.

## *Features and Use of Your Account*

**Using Your Card:** You may make Purchases wherever the Card is accepted. You may use the Account to obtain Cash Advances, but you may not make more than two Cash Advance transactions per day which may not exceed the lower of your available credit for cash or $200. You may use the Account only for personal, family, or household purposes, and if your Account is used for any other purpose you are still responsible for such use. You may not use the Account for business or commercial purposes. The Account may not be used for online or internet gambling or illegal purposes.

**Your Credit Limit:** We will tell you your credit limit. Keep your Account balance below your credit limit. If you do not, you must still pay us. We may designate part of your credit limit as a Cash Advance limit and part as a Balance Transfer limit. We may change your credit limit(s) at any time, without notice. You may use a portion of your credit limit for Cash Advances and Balance Transfers. Each Purchase, Cash Advance, and Balance Transfer obtained will reduce the amount of available credit under your credit limit until it is repaid. We may delay increasing your available credit by the amount of any payment that we receive for up to 12 calendar days.

**Credit Limit Increase:** To request a credit limit increase contact the Customer Service number on your statement. We may impose a fee for processing the request.

**Credit Authorizations:** We may decline to authorize a transaction for any reason. We will not be liable to you if we decline a transaction or if anyone refuses any use of your Card.

**Automatic Billing:** You may set up automatic billing with a merchant. You authorize us to provide an updated Account number or Card expiration date to any merchant at our discretion. Contact the merchant to stop automatic billing.

**Joint Accounts:** If this is a joint account, each of you is responsible individually and together for all amounts owed. Each of you is responsible even if the Account is used by only one of you. You will continue to be liable for the entire balance of the Account, even if your co-applicant is ordered by a court to pay us. You will remain liable to us if your co-applicant fails to pay as ordered by the court. Your Account status will continue to be reported to the credit reporting agencies under each of your names. The delivery of notices or billing statements to either of you serves as delivery to each of you. We may rely on instructions given by either of you. We are not liable to either of you for relying upon such instructions.

**Electronic Access:** Applications (apps) on electronic devices (such as mobile wallets) can store your Card and can be used to get credit under this Agreement. Such transactions are covered by this Agreement. Apps may have separate terms of use. We are not responsible if you violate those terms or for any consequences from violating those terms.

**Additional Cardholder:** At your request, we may, at our discretion, issue, in the name of another person, an additional Card on your Account. That person is an Additional Cardholder, as well as an Authorized User. An Additional Cardholder has access to certain Account information including balance, available credit and payment information. If you advise us that the Additional Cardholder is your spouse, information regarding the Account will be provided to consumer reporting agencies in your name as well as in the name of the Additional Cardholder. By requesting that we add an Additional Cardholder to your Account, you represent that you (1) have the consent of the Additional Cardholder to be added to the Account, (2) have provided a copy of this Agreement to the Additional Cardholder, and (3) if the Additional Cardholder is your spouse, you have told the Additional Cardholder that Credit One Bank will furnish credit information about them to the credit reporting agencies in connection with the Account. The Additional Cardholder may report the Card lost or stolen and may remove him or herself from the Account.

## *Interest Rates and Interest Changes*

**Annual Percentage Rates (APRs):** See the Pricing Summary for your APRs. The APR for Balance Transfers will be the same as the APR for standard Purchases, unless a promotional rate applies.

**Variable Rates:** Your Pricing Summary indicates whether you have any variable APRs. Variable APRs are determined by adding to the Prime Rate the number of percentage points ("margin") specified in the Pricing Summary. Variable APRs will increase or decrease when the Prime Rate changes. The APR change will take effect beginning with billing cycles that end on or after the first day of the month after the month in which the Prime Rate changes. An increase in the APR will increase your interest charges and may increase your Minimum Payment Due.

**Average Daily Balance Method (including new transactions):** We calculate interest each billing cycle by first figuring the "average daily balance" for each type of balance. Standard Purchases, standard Cash Advances, standard Balance Transfers, and each promotional offer, are all types of balances.

For each type of balance, for each billing cycle, we start with the balance on the last day of your previous billing cycle. We subtract any unpaid interest. This is the beginning balance each day. Each day of the billing cycle we subtract any new payments and credits applied to that type of balance. We

add any new transactions and fees for that type of balance. We add Purchases, Cash Advances, and Balance Transfers on the post date. We add transaction fees on promotional rate and non-promotional rate Balance Transfers to the same type of balance as the transaction. We add all other fees to the standard Purchase balance. This gives us the daily balance for that type of balance, except that if the daily balance is negative, we treat it as zero. We then add up all of the daily balances and divide by the number of days in the billing cycle. This gives us the "average daily balance" for that type of balance. We multiply the average daily balance by the applicable monthly periodic rate (the APR divided by 12). This gives us the interest charged for that type of balance for that billing cycle. This interest is included in the Account balance on the last day of the billing cycle. The results for all types of balances are then added together to determine the total interest charged that billing cycle.

**When Interest Begins:** We begin to impose interest on a transaction or fee from the day we add it to the daily balance. We continue to impose interest 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 billing statement by the Payment Due Date shown on that billing statement, we will not impose interest on new Purchases paid by the Payment Due Date on your current billing statement. The Payment Due Date will be at least 24 days after the close of the billing cycle. If you have been paying your Account balance in full and thereby avoiding interest on Purchases, but then do not pay the next New Statement Balance in full by the Payment Due Date, in that billing cycle we will start charging interest on the unpaid portion of your balance.

## ***Fees***

See the Pricing Summary for additional Fee information.

**Annual Fee:** If your Account is subject to an Annual Fee, the amount and when it is billed is shown on the Pricing Summary. The Annual Fee is billed to the Account until the Account is closed and the outstanding balance is paid in full. The Annual Fee is refundable as long as you cancel your Account and have not used your card for any Purchases, Cash Advances, or Balance Transfers and you have not made a payment.

**Credit Limit Increase Fee:** If a fee is imposed for processing a Credit Limit increase request, we will tell you the amount of the fee at the time of your request and before you agree to it.

**Foreign Transaction Fee:** We add this fee, unless "None" is stated in the Pricing Summary table, for each purchase made outside the U.S. (A purchase is made outside the U.S. unless it is made with a U.S. merchant, processed completely in the U.S., and in U.S. dollars.) The fee is a percentage of the U.S. dollar amount of the purchase.

**Optional Express Payment Service Fee:** If a representative of ours helps expedite your payment, we may impose an Express Payment fee. You will be informed of the amount of the fee before you complete the transaction.

**Duplicate Statement Fee:** If you request a duplicate copy of a monthly statement, for any purpose other than to assert a billing error, you will be charged a fee of up to $10 for each statement copy requested.

**Sales Slip Request Fee:** If you request a copy of a sales slip, for any purpose other than to resolve a dispute about the charges on your Account, you will be charged a fee of $6 for each sales slip copy requested.

**Replacement Card Fee:** If you request a replacement card, a Replacement Card Fee of up to $25 may be charged to your Account.

## ***Payments***

**Minimum Payment Due:** See the Pricing Summary for the minimum payment requirements.

**Small Balances:** As it is uneconomical for both you and us to process payments or maintain credits that are $1 or less in amount, you agree as follows: (1) In any billing cycle in which you have had no transactions and your New Balance on the billing date is $1 or less, the balance will be rounded to zero and you will not receive a bill for this amount. (2) In the event that you have a credit balance of $1 or less for two consecutive billing cycles, the balance will be rounded to zero and you will not receive a refund of this amount.

**Payment Instructions:** You must pay us in U.S. dollars, in funds on deposit in the U.S. 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.

**Irregular Payments:** Any payment submitted in offer of settlement of a disputed debt, including any item containing a notation such as "paid in full," and any other item with a restrictive endorsement, must be sent to: Credit One Bank, P.O. Box 95516, Las Vegas, NV 89193-5516. We can accept

late payments, partial payments, and checks or other items with restrictive endorsements at any other address without losing any of our rights under this Agreement.

**Postdated Checks:** You agree that we need not examine any payment check to confirm that it is not postdated and that we may deposit any postdated check on the day we receive it.

**Payment Allocation:** We apply payments up to the Minimum Payment Due and credits at our discretion, which may result in balances at lower APRs being paid first and higher interest charges. Payments over the Minimum Payment Due will be applied to balances with higher APRs first.

## ***Collecting, Sharing, and Updating Information***

**Customer Privacy:** We send you our Privacy Policy when you open your Account and thereafter in accordance with applicable law. 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. You accept the terms of our Privacy Policy when you use the Account. Contact us or visit CreditOne.com if you would like a copy.

**Information About You:** You authorize us to obtain and/or use information about you from third parties and credit reporting agencies to: (1) verify your identity and/or conduct investigative inquiries; (2) determine your income and credit eligibility; (3) review your Account and provide renewal of credit; (4) verify your current credit standing in order to present future credit limit increases or decreases; (5) qualify you for and present additional lines of credit or other offers; and (6) collect amounts owing on your Account. Upon request, we will tell you the name and address of any credit reporting agency that provided us with information concerning you.

**Furnishing Information:** We may furnish information concerning your Account or credit file to consumer reporting agencies and others who may properly receive that information. If you believe that information we furnished is inaccurate or incomplete, please write us at Credit One Bank, P. O. Box 98873, Las Vegas, NV 89193-8873. Please include your name, address, home phone number and Account number.

**Telephone Calls, Text Messages and Emails Regarding Your Account:** You are providing express written permission and consent authorizing Credit One Bank and our agents, servicers, contractors, subsidiaries, affiliates, officers, and other partners and employees to contact you at any phone number (including mobile, cellular/wireless, or similar devices) or email address you provide at any time, for any lawful purpose. The ways in which we may contact you include live operator, dialing system, automatic telephone dialing systems (auto-dialer), prerecorded and artificial voice message, text/SMS message or email. Phone numbers and email addresses you provide include those you give to us, those from which you, or someone acting on your behalf, contact us or which we obtain through other means. If you provide a phone number for which you are not the owner, you confirm you are authorized to provide that number. Such lawful purposes include, but are not limited to: obtaining information; activation of the card for verification and identification purposes; account transactions or servicing related matters; suspected fraud or identity theft; collection on the Account; and providing information about special products and services. You agree to pay any fee(s) or charge(s) that you may incur for incoming communications from us or outgoing communications to us, to or from any such number or email address, without reimbursement from us.

**Communication Revocation:** You may revoke your authorization for most communications. However, you cannot revoke authorization for fraud related communications or legally required communications. To change your communication preferences or to revoke consent you must write us. Please:

- include your name, mailing address, and the last four digits of your Account number;
- specify whether you are changing your preferences regarding mail, telephone calls, emails, and/or text or SMS messages;
- provide the specific phone number(s) and/or email address for which you are requesting communications to cease;
- send this written notice to: Credit One Bank, P.O. Box 98873, Las Vegas, NV 89193-8873.

Certain communication preferences can be changed on-line. Please log in to your Account to see if that option is available.

**Telephone Monitoring:** You agree that we (and our servicers, agents and contractors) may monitor and record any calls between you and us.

**Updating Your Phone Number:** Notify us immediately if you change mobile or cell phone numbers or plan to give your phone to someone else. It is your responsibility to provide us with a true, accurate and complete mobile number and to maintain and update promptly any changes in this information. You can update your mobile number by calling us at the phone number on the back of your Card.

**Indemnification:** If you provide telephone number(s) for which you are not the subscriber, or fail to notify us when you cease to be the subscriber for a telephone number you previously gave us, you agree to indemnify us, our subsidiaries, affiliates, officers, agents, servicers, contractors, and other partners and employees for any costs and expenses, including reasonable attorneys' fees, incurred as a result of us contacting or attempting to contact you at the number(s). Your obligation under this paragraph shall survive termination of the Agreement.

## *Account Closure*

**Default:** You are in default under this Agreement if (1) bankruptcy or another insolvency proceeding is filed by or against you; (2) we reasonably believe you are unable or unwilling to repay us; (3) you die or are legally incompetent or incapacitated; (4) you fail to comply with the terms of this Agreement, including failing to make a required payment when due, exceeding your credit limit or using your Card or Account for an illegal transaction; (5) you give us misleading, false, incomplete or incorrect information or fail to give us any information we deem necessary; or (6) if you no longer permanently reside in the United States or its territories. If you are in default, we may declare the entire Account balance immediately due and payable without advance 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.

**Closing Your Account:** You may close your Account at any time. You will remain responsible for any amount you owe us under this Agreement. Any joint Cardholder may cancel a joint Account. However, both of you will remain responsible for paying all amounts owed. If your Account is subject to an Annual Fee, the fee will continue to be charged until you pay your outstanding balance in full.

We may cancel, suspend or not renew your Card, Account, or access to the credit line at any time and for any reason without notice. If your Account is closed by us, the Annual Fee will continue to be charged until you pay your outstanding balance in full.

However, when your Account is closed, if there is: (1) a debit balance of $1 or less, that balance will be rounded to zero and you will not be required to pay this amount; or (2) a credit balance of $1 or less, that balance will be rounded to zero and this amount will not be refunded to you. The rounding to zero may occur after your closing statement cycles, and you may not receive a statement reflecting the rounding.

## *Arbitration Agreement*

**PLEASE READ CAREFULLY—IMPORTANT—AFFECTS YOUR LEGAL RIGHTS**

This agreement to arbitrate provides that you or we can require controversies or disputes between us to be resolved by BINDING ARBITRATION. You have the right to REJECT this agreement to arbitrate by using the procedure explained below.

If you do not reject this agreement to arbitrate, you GIVE UP YOUR RIGHT TO GO TO COURT and controversies or disputes between us will be resolved by a NEUTRAL ARBITRATOR INSTEAD OF A JUDGE OR JURY, using rules that are simpler and more limited than in a court. Arbitrator decisions are subject to VERY LIMITED REVIEW BY A COURT. Arbitration will proceed INDIVIDUALLY— CLASS ACTIONS AND SIMILAR PROCEDURES WILL NOT BE AVAILABLE TO YOU.

**Agreement to Arbitrate:** You and we agree that either you or we may, without the other's consent, require that controversies or disputes between you and us (all of which are called "Claims"), be submitted to mandatory, binding arbitration. This agreement to arbitrate is made pursuant to a transaction involving interstate commerce, and shall be governed by, and enforceable under, the Federal Arbitration Act (the "FAA"), 9 U.S.C. §1 et seq., and (to the extent State law is applicable), the laws of the State of Nevada.

For purposes of this agreement to arbitrate, "you" includes you, any co-applicant, any Authorized User (including Additional Cardholders), or anyone else connected with you or claiming through you; and "we" or "us" includes Credit One Bank, N.A., all of its parents, subsidiaries, affiliates, successors, predecessors, employees, and related persons or entities, and all third parties who are regarded as agents or representatives of us in connection with the subject matter of the claim or dispute at issue.

**Covered Claims:** Claims subject to arbitration include, but are not limited to, any controversies or disputes arising from or relating in any way to your Account; any transactions involving your Account; any disclosures made to you concerning your Account; any interest, charges, or fees assessed on your Account; any service(s) or programs related to your Account; and, if permitted by the rules of the arbitration forum, any collection of debt related to your Account. Claims also include controversies or disputes arising from or relating in any way to advertising, solicitations, or any application for, approval of, or establishment of your Account. Claims subject to arbitration include any controversies or disputes based on any theory of law, whether contract, tort, statute, regulation, common law, or equity, or whether they seek legal or equitable remedies. All Claims are subject to arbitration whether they arose in the past, may currently exist, or may arise in the future. Arbitration will apply even if your Account is closed, you pay us in full any outstanding debt you owe, or you file for bankruptcy. Also, controversies or disputes about the validity, enforceability, coverage, meaning, or scope of this agreement to arbitrate or any part thereof are subject to arbitration and are for the arbitrator to decide. Any questions about what Claims are subject to arbitration shall be resolved by interpreting this agreement to arbitrate in the broadest way the law will allow it to be enforced.

**Claims Not Covered:** Claims (whether brought initially or by counter or cross-claim) are not subject to arbitration if they are filed by you or us in a small claims court, so long as the case remains in such court and only individual claims for relief are advanced in the case.

**No Class Arbitration or Consolidation or Joinder of Parties:** Class actions and other similar procedures in which individuals seek to represent similarly situated individuals or seek relief on behalf of the general public, and consolidation or joinder of Claims (except for claimants on the same account), are NOT available under this agreement to arbitrate. Claims in arbitration will proceed on an INDIVIDUAL basis only:

> UNLESS YOU REJECT THIS AGREEMENT TO ARBITRATE, YOU AND WE WAIVE THE RIGHT TO ASSERT OR PARTICIPATE IN A CLASS ACTION OR ANY REPRESENTATIVE OR CONSOLIDATED PROCEEDING IN COURT OR IN ARBITRATION.

The arbitrator shall have no authority to entertain any Claim as a class action or private attorney general action or on any other similar representative basis, nor shall the arbitrator have any authority to consolidate or join Claims brought by separate claimants (except for claimants on the same account). This also means that the arbitrator 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.†

†**Notice to California Account Holders:** This agreement to arbitrate shall not be construed to prevent you from seeking in the arbitration the remedy of public injunctive relief if (a) you reside in California, (b) you resided in California at the time you entered into this agreement to arbitrate, or (iii) the billing address for your Account is a California address (hereafter, "California Account Holder").

**Initiation of Arbitration:** The arbitration shall be administered by the American Arbitration Association ("AAA") before a single arbitrator under the AAA's Consumer Arbitration Rules, or by a mutually agreeable administrator, before a single arbitrator, as modified by this arbitration provision. Information about the arbitration process for AAA can be obtained from the AAA at www.adr.org. The arbitrator shall be selected from the AAA (or mutually agreeable administrator) panel of neutrals then active on the roster maintained by the AAA (or mutually agreeable administrator) office located in the city of or nearest to your billing address and, unless otherwise mutually agreed, the arbitrator shall be a retired federal judge, a retired state appellate judge, a retired state trial judge, or a lawyer with at least 15 years of experience in that order of preference.

In the event that the AAA or mutually agreeable administrator is unable or unwilling 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).

**Arbitration Procedures and Applicable Law; Offer of Settlement:** Unlike a lawsuit in state or federal court, arbitration is conducted by a private organization that specializes in alternative dispute resolution. Disputes in arbitration are decided by a neutral arbitrator instead of a judge or jury. You may represent yourself in arbitration, or you may be represented by a lawyer.

Under this agreement to arbitrate, a single arbitrator designated by the arbitration administrator will decide the Claim under applicable law. The arbitrator is bound by the terms of this agreement to arbitrate. The AAA or mutually agreeable administrator will apply its code of procedures in effect at the time the arbitration claim is filed. If there is a conflict between that code of procedures and this arbitration provision and/or any sections of this Card Agreement, this arbitration provision and/or this Card Agreement will control. The arbitrator will honor all claims of privilege recognized by law. Subject to the prohibition on class, representative, and consolidation procedures set forth above, the arbitrator will have the power to award to a party any damages or other relief (including relief in equity) provided for under applicable law. That is, a party will be entitled to recover in arbitration any damages or other relief that it could recover if it prevailed in a court proceeding. An arbitrator's award shall consist of a written statement setting forth the disposition of each Claim. At the request of any party, the arbitrator shall also set forth a written explanation of the essential findings and conclusions on which the award is based. An arbitration award shall decide the rights and obligations only of the parties named in the arbitration, and shall not have any bearing on another person or dispute.

If your Claim is for $10,000 or less, you may choose whether the arbitration will be conducted solely on the basis of documents, in a telephonic hearing, or in an in-person hearing.

Any in-person hearing will take place in the federal judicial district that includes your billing address at the time the Claim is filed, unless the parties agree to a different place.

**The Arbitrator's Decision:** The arbitrator's decision will be final and binding on the parties. A party can file a written appeal to the arbitration administrator within thirty (30) days after an award is issued. The appeal will proceed before a panel of three neutral arbitrators designated by the same arbitration administrator. The panel will decide anew all factual and legal issues, following the same rules of procedure, by majority vote any aspect of the original decision objected to. The costs of such an appeal will be borne in accordance with the below paragraph entitled "Fees and Costs". Any review by a court shall be governed by the Federal Arbitration Act. Any final arbitration award will be binding on the named parties and enforceable by any court having jurisdiction.

**Fees and Costs:** We will pay any costs that are required to be paid by us under the arbitration administrator's rules of procedure. If you file the arbitration, you will pay your share of the initial filing fee, unless you seek and qualify for a fee waiver under the applicable rules of the arbitration

administrator. The party filing an appeal shall be responsible for all filing fees and costs of the appeal unless prohibited by administrator's rules of procedure. All parties are responsible for their own attorney's fees, expert fees and any other expenses, unless the arbitrator awards such fees or expenses to you or us if allowed by applicable law.

**Other Parties Subject to this Agreement to Arbitrate:** In addition to you and us, the rights and duties described in this agreement to arbitrate apply to: any third party co-defendant of a claim subject to this arbitration provision; all joint account holders, Additional Cardholders, and Authorized Users of your Account(s).

**How to REJECT this Agreement to Arbitrate:** You can reject this agreement to arbitrate but only if we receive from you a written notice of rejection within 45 days after it was first provided to you. To reject this agreement to arbitrate you must send the notice of rejection to: Credit One Bank, Attention: Arbitration Opt Out, P. O. Box 98873, Las Vegas, NV 89193-8873. Rejection notices sent to any other address will not be accepted or effective. If you decide to reject this agreement to arbitrate in writing, your notice must state that you reject this agreement to arbitrate and include your name, address, account number, and personal signature. Rejection of arbitration will not affect your other rights or responsibilities under this Card Agreement.

**Survival, Severability, and Amendment of Terms:**
*Survival.* This agreement to arbitrate shall survive changes in the Agreement and termination of the Account or the relationship between you and us, including the bankruptcy of any party and any transfer or sale of your Account, or amounts owed on your Account, to another person or entity.
*Severability.* If any part or parts of your agreement to arbitrate are declared unenforceable, then such specific part or parts shall be of no force or effect and shall be severed, but the remainder of this agreement to arbitrate shall continue in full force and effect. If, however, the entire agreement to arbitrate or your waiver of the right to bring or participate in a class or representative action or in consolidation procedures is unenforceable, then the agreement to arbitrate shall be of no force or effect. Notwithstanding the preceding sentence, with respect to California Account Holders, if arbitration is unenforceable, in whole or in part, you and we agree to resolve any Claim by a judicial reference proceeding as described above.
*Amendment in Writing Only.* This agreement to arbitrate may not be amended, severed, or waived, except as expressly provided in the Agreement or in a written agreement between you and us.

## *Other Information*

**Transactions in Foreign Currencies:** If you make a transaction at a merchant that settles in a currency other than U.S. dollars, Mastercard International Incorporated or Visa Incorporated will convert that charge into a U.S. Dollar amount. That conversion will be done at a rate selected by Mastercard or Visa from the range of rates available in wholesale currency markets for the applicable central processing date, which rate may vary from the rate Mastercard or Visa itself receives, or the government-mandated rate in effect for the applicable central processing date. The currency conversion rate used on the processing date may differ from the rate that would have been used on the purchase date or on the date the transaction is posted to your Account. You agree to pay the converted amount, including any charges for the conversion that may be imposed as described above.

**Changes to Your Agreement:** The rates, fees and terms of this Agreement may change and we may add or delete any term to this Agreement, consistent with applicable law. We will give you advance written notice of these changes and a right to reject the change, if required by law.

**Unauthorized Use:** Notify us immediately if your Card is lost or stolen or you suspect that someone is using your Card or Account without your permission.

**Assignment:** We may assign any or all of our rights and obligations under this Agreement. You may not assign any of your rights or obligations under this Agreement.

**No Waiver:** We will not lose our rights under this Agreement because we delay or do not enforce them.

**Governing Law:** This Agreement is governed by and interpreted in accordance with the laws applicable to national banks, and, where no such laws apply, by the laws of the State of Nevada, excluding the conflicts of law provisions thereof, regardless of your state of residence.

**Conformance with Law; Severability:** If any part of this Agreement conflicts with applicable law, that provision will be considered modified to conform to applicable law. If any part of this Agreement is invalid, the rest shall remain in effect, except as otherwise noted in the Arbitration Provision.

## *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 the Billing Inquiries address on the statement.

In your letter, give us the following information:

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

You must contact us:

- Within 60 days after the error appeared on your statement.
- At least 3 business days before an automated payment is scheduled, if you want to stop payment on the amount you think is wrong.

You must notify us of any potential errors in writing. You may call us, but if you do we are not required to investigate any potential errors and you may have to pay the amount in question.

**What Will Happen After We Receive Your Letter**

When we receive your letter, we must do two things:

1. Within 30 days of receiving your letter, we must tell you that we received your letter. We will also tell you if we have already corrected the error.
2. Within 90 days of receiving your letter, we must either correct the error or explain to you why we believe the bill is correct.

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

- We cannot try to collect the amount in question, or report you as delinquent on that amount.
- The charge in question may remain on your statement, and we may continue to charge you interest on that amount.
- While you do not have to pay the amount in question, you are responsible for the remainder of your balance.
- We can apply any unpaid amount against your credit limit.

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

*If we made a mistake:* You will not have to pay the amount in question or any interest or other fees related to that amount.

*If we do not believe there was a mistake:* You will have to pay the amount in question, along with applicable interest and fees. We will send you a statement of the amount you owe and the date payment is due. We may then report you as delinquent if you do not pay the amount we think you owe.

If you receive our explanation but still believe your bill is wrong, you must write to us within 10 days telling us that you still refuse to pay. If you do so, we cannot report you as delinquent without also reporting that you are questioning your bill. We must tell you the name of anyone to whom we reported you as delinquent, and we must let those organizations know when the matter has been settled between us.

If we do not follow all of the rules above, you do not have to pay the first $50.00 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 $50.00. (Note: Neither of these are necessary if your purchase was based on an advertisement we mailed to you, or if we own or operate the company that sold you the goods or services.)
2. You must have used your credit card for the purchase. Purchases made with cash advances from an ATM or with a check that accesses your credit card account do not qualify.
3. You must not yet have fully paid for the purchase.

If all of the criteria above are met and you are still dissatisfied with the purchase, contact us in writing at the Billing Inquiries address shown on your statement.

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

## ***Rewards Program Supplement***

This document ("Supplement") describes the terms and conditions of the Credit One Bank Cash Back Rewards Program ("Program") and supplements the Card Agreement that governs your credit card account issued by Credit One Bank, N.A. (the "Account"). By using the Account, you agree to participate in the Program. Your participation is subject to the terms of the Card Agreement, including the arbitration agreement, if applicable, and this Supplement. In the event of a conflict between the Card Agreement and this Supplement, with respect to matters relating to the Program, this Supplement controls.

**Earning Cash Back Rewards**: You earn cash back rewards in the form of an automatic statement credit equal to 1% of Net Eligible Purchases (as defined below) made with your Account. You do not earn cash back rewards on Cash Advances, Balance Transfers, interest, fees, and other charges. We will post a statement credit to your Account within thirty-seven days after the end of the month based on the Net Eligible Purchases posted to your Account from the first day to the last day of the current month. If your Account is in default, as defined in your Card Agreement, at the time the credit is to be posted, you WILL NOT receive the credit. Cash back rewards have no cash value.

**Merchant Categories**: Merchants who accept credit cards are assigned a merchant code, which is determined by the merchant or its processor in accordance with the applicable credit card network's procedures based on the kinds of products and services they primarily sell. We have no control over merchant codes. Please note:

- We make every effort to include all relevant merchant codes in our cash back rewards categories. However, even though a merchant or some of the items that it sells may appear to fit within a cash back rewards category, the merchant may not have a merchant code in that category or may not use an eligible merchant code. When this occurs, Purchases with that merchant won't qualify for cash back rewards.
- A merchant with more than one location may submit Purchases using different codes, including codes that are not eligible under this Program. This means that Purchases from the same merchant at a different location may result in no cash back rewards. Purchases made without an eligible code WILL NOT qualify for cash back rewards.
- Purchases submitted by you, an authorized user, or the merchant through third-party payment accounts, mobile or wireless card readers, online or mobile digital wallets, or similar technology will not qualify in a cash back rewards category if the technology is not set up to process the purchase in that cash back rewards category.

**Eligible Purchases**: Eligible Purchases are Purchases from merchants in the following categories:

- gasoline (Service Stations, Automated Fuel Dispensers, Petroleum and Petroleum Products, Marinas and Marine Services),
- grocery (Grocery Stores and Supermarkets, Freezer and Meat Provisioners, Miscellaneous Food Stores – Convenience Stores and Specialty Markets. Grocery Purchases do not include Purchases at superstores, at stores that sell groceries and other products like drugstores; or at smaller stores like bakeries, candy, nut or confection stores),
- mobile phone service (Telecommunication Equipment and Telephone Sales, Telecommunication Services, including Local and Long-Distance Calls, Credit Card Calls, Calls Through Use of Magnetic-Stripe-Reading Telephones, and Fax Services), and
- internet, cable and satellite TV subscription services (Cable, Satellite and Other Pay Television/Radio/Streaming Services, Computer Network/Information Services).

**Purchases That Are Not Eligible:** Purchases from the following types of merchants are not eligible for cash back rewards:

- oil, propane, home heating companies,
- PayPal,
- warehouse clubs (including but not limited to Sam's Club, Costco, and BJ's), and
- discount supercenters (including but not limited to Walmart® and Target®).

**Net Eligible Purchases**: Net Eligible Purchases are Eligible Purchases minus any returns, disputed charges, unauthorized charges, illegal or fraudulent charges or other credits for such Purchases.

**Program Restrictions**: You will receive an automatic cash back rewards credit on each statement that has at least one Net Eligible Purchase. Automatic statement credits for cash back rewards will reduce the balance on your Account but will not count as payments. You will still be required to pay at least the Minimum Payment Due as shown on your billing statement each month. You WILL NOT earn cash back rewards for Purchases made while your Account is in default as defined within your Card Agreement. This Program excludes Accounts already enrolled in a different Credit One Bank cash back or other rewards program.

**Changes:** The Program may be changed (added to, modified or deleted) by us at any time, including without limitation changes to the definition of eligible or non-eligible purchases. We will give you prior notice to the extent required by law. Any revisions may affect your ability to earn cash back rewards.

**Termination**: We may suspend or terminate the Program or your participation in the Program at any time without prior notice. In such event, we will evaluate your Account for any eligible cash back rewards as of the Program termination date. Provided that you meet all of the other Program Restrictions listed above at that time, you will receive a distribution of the cash back rewards earned during the current billing period in the form of a statement credit.

**Limited Liability**: Unless otherwise required by law, this Program, or our Card Agreement with you, we will not be liable to you or anyone making a claim on your behalf, in connection with: (1) any change or termination of the Program; (2) any loss, damage, expense or inconvenience caused by any occurrence outside of our control; (3) any taxes that you incur as a result of receiving cash back rewards, payment of which taxes will be your responsibility; (4) any merchandise or services you purchase, or for any direct, indirect or consequential damages with respect to the use of your Account. In any event, any liability that Credit One may have to you in connection with the Program shall be limited to the amount of any cash back rewards you have earned in this Program. The Program and cash back rewards are void or limited where prohibited or restricted, respectively, by federal, state or local law.

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# *CARD AGREEMENT*

## ***Pricing Summary***

| Interest Rates and Interest Charges | |
|---|---|
| **ANNUAL PERCENTAGE RATE (APR) for Purchases** | **29.74%**<br>This APR will vary with the market based on the Prime Rate. |
| **ANNUAL PERCENTAGE RATE (APR) for Balance Transfers** | **29.74%**<br>This APR will vary with the market based on the Prime Rate. |
| **ANNUAL PERCENTAGE RATE (APR) for Cash Advances** | **31.74%**<br>This APR will vary with the market based on the Prime Rate. |
| **Paying Interest** | Your due date is at least 24 days after the close of each billing cycle. We will not charge you any interest on Purchases if you pay your entire balance by the due date each month. We will begin charging interest on Cash Advances and Balance Transfers from the posting date. |
| **Minimum Interest Charge** | If you are charged interest, the charge will be no less than $1.00. |
| **For Credit Card Tips from the Consumer Financial Protection Bureau** | **To learn more about factors to consider when applying for or using a credit card, visit the website of the Consumer Financial Protection Bureau at http://www.consumerfinance.gov/learnmore.** |
| **Fees** | |
| **Annual Fee** | **$75** for the first year. After that **$99** annually (billed at $8.25 per month). |
| **Transaction Fees**<br>• Balance Transfer<br>• Cash Advance<br>• Foreign Transaction | <br>Either **$5** or **8%** of the amount of each Balance Transfer, whichever is greater.<br>Either **$5** or **8%** of the amount of each Cash Advance, whichever is greater.<br>Either **$1** or **3%** of the amount of each purchase in U.S. dollars, whichever is greater. |
| **Penalty Fees**<br>• Late Payment<br>• Returned Payment | <br>Up to **$39***<br>Up to **$39**** |

**How We Will Calculate Your Balance:** We use a method called "average daily balance (including new Purchases)." See your Card Agreement for more details.

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

***Late Payment Fee:** We will charge the maximum safe harbor amount, which is set annually in accordance with 12 C.F.R 1026.52(b)(1)(ii)(D). Currently the fee is $29, unless you incurred a Late Payment Fee during the prior six billing cycles. If you did, the fee is currently $39. This fee will not exceed the related Minimum Payment that was due. We charge a Late Payment Fee to your Account if at least the Amount Due This Period (less any Late

Payment Fee for the current billing cycle) plus any Past Due Amount is not received by 5:00 p.m. PT on the Payment Due Date shown on your statement.

****Returned Payment Fee:** We will charge the maximum safe harbor amount, which is set annually in accordance with 12 C.F.R 1026.52(b)(1)(ii)(D). If a payment is not honored upon first presentment, even if the payment is later honored, a Returned Payment Fee will be charged to your Account. Currently, the fee is $29, unless you incurred a Returned Payment Fee in the prior six billing cycles. If you did, the fee is currently $39. This fee will not exceed the related Minimum Payment that was due.

**Additional Rate Information:** The Purchase and Balance Transfer APR equals the Prime Rate plus a margin of 22.99%. This corresponds to a monthly periodic rate of 2.47833%. The Cash Advance APR equals the Prime Rate plus a margin of 24.99%. This corresponds to a monthly periodic rate of 2.64500%.

**Minimum Payments:** 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 the sum of:

- 5% of your outstanding balance, rounded up to the next whole dollar, or $30, whichever is greater;
- any Late Payment Fee for the current billing cycle;
- and any Past Due Amount (excluding any past due Late Payment Fees).

## ***The Agreement***

This Agreement, together with the Pricing Summary, is your contract with us.

**Accepting this Agreement:** You accept this Agreement when you use the Account. You may still reject this Agreement if you have not yet used the Card, used the Account, or paid a fee after receiving a billing statement. To reject the Agreement, call us at 866-515-5721 or write us at Bank Card Center, P.O. Box 95516, Las Vegas, NV 89193-5516. If you reject the Agreement, you are not responsible for any fees or charges.

**Arbitration:** This Agreement includes an Arbitration Provision with class action and jury trial waivers. You can reject the Arbitration Provision. See "How to REJECT this agreement to arbitrate" in the Arbitration section. If you do not, it will be part of this Agreement.

**Promise to Pay:** You agree to pay us for all amounts due on your Account, including credit for Purchases, Balance Transfers, and Cash Advances, as well as interest charges and fees. This includes charges made by Additional Cardholders and other Authorized Users.

## ***Definitions***

**Account** means the Credit One Bank card account under this Agreement.

**Authorized User** means any person you allow to use your Account or Card, including Additional Cardholders. If the Authorized User has been issued a Card and you want to terminate the Authorized User, you must notify us by telephone or in writing.

**Balance Transfer** means a transaction we designate that allows you to use your Account to pay another creditor or yourself. Balance Transfers cannot be used to pay us or our affiliates. A Balance Transfer will be subject to the terms of the Balance Transfer offer and this Agreement.

**Card** refers to one or more cards or access devices, including your Account number, that we give you or someone else with your authorization to get credit under this Agreement.

**Cardholder** refers to each person with a card issued in their name.

**Cash Advance** means the use of your Account to obtain funds at a financial institution or the use of a Convenience Check.

**Convenience Check** means a check we issue to you to take a Cash Advance. You may not use these checks to pay us or our affiliates.

**Purchase** means the use of the Account to obtain goods or services.

**Prime Rate** means the highest U.S. Prime Rate in the Money Rates section of The Wall Street Journal on the 25th day of the month, or the next day if that day is not a publication day. If The Wall Street Journal does not publish the U.S. Prime Rate, we may substitute another index.

**we**, **us**, **our**, and **Credit One Bank** refer to Credit One Bank, N.A., the issuer of your Card.

**you**, and **your** refer to each person who has applied for the Account and where appropriate, the Authorized User.

## *Features and Use of Your Account*

**Using Your Card:** You may make Purchases wherever the Card is accepted. You may use the Account to obtain Cash Advances, but you may not make more than two Cash Advance transactions per day which may not exceed the lower of your available credit for cash or $200. You may use the Account only for personal, family, or household purposes, and if your Account is used for any other purpose you are still responsible for such use. You may not use the Account for business or commercial purposes. The Account may not be used for online or internet gambling or illegal purposes.

**Your Credit Limit:** We will tell you your credit limit. Keep your Account balance below your credit limit. If you do not, you must still pay us. We may designate part of your credit limit as a Cash Advance limit and part as a Balance Transfer limit. We may change your credit limit(s) at any time, without notice. You may use a portion of your credit limit for Cash Advances and Balance Transfers. Each Purchase, Cash Advance, and Balance Transfer obtained will reduce the amount of available credit under your credit limit until it is repaid. We may delay increasing your available credit by the amount of any payment that we receive for up to 12 calendar days.

**Credit Limit Increase:** To request a credit limit increase contact the Customer Service number on your statement. We may impose a fee for processing the request.

**Credit Authorizations:** We may decline to authorize a transaction for any reason. We will not be liable to you if we decline a transaction or if anyone refuses any use of your Card.

**Automatic Billing:** You may set up automatic billing with a merchant. You authorize us to provide an updated Account number or Card expiration date to any merchant at our discretion. Contact the merchant to stop automatic billing.

**Joint Accounts:** If this is a joint account, each of you is responsible individually and together for all amounts owed. Each of you is responsible even if the Account is used by only one of you. You will continue to be liable for the entire balance of the Account, even if your co-applicant is ordered by a court to pay us. You will remain liable to us if your co-applicant fails to pay as ordered by the court. Your Account status will continue to be reported to the credit reporting agencies under each of your names. The delivery of notices or billing statements to either of you serves as delivery to each of you. We may rely on instructions given by either of you. We are not liable to either of you for relying upon such instructions.

**Electronic Access:** Applications (apps) on electronic devices (such as mobile wallets) can store your Card and can be used to get credit under this Agreement. Such transactions are covered by this Agreement. Apps may have separate terms of use. We are not responsible if you violate those terms or for any consequences from violating those terms.

**Additional Cardholder:** At your request, we may, at our discretion, issue, in the name of another person, an additional Card on your Account. That person is an Additional Cardholder, as well as an Authorized User. An Additional Cardholder has access to certain Account information including balance, available credit and payment information. If you advise us that the Additional Cardholder is your spouse, information regarding the Account will be provided to consumer reporting agencies in your name as well as in the name of the Additional Cardholder. By requesting that we add an Additional Cardholder to your Account, you represent that you (1) have the consent of the Additional Cardholder to be added to the Account, (2) have provided a copy of this Agreement to the Additional Cardholder, and (3) if the Additional Cardholder is your spouse, you have told the Additional Cardholder that Credit One Bank will furnish credit information about them to the credit reporting agencies in connection with the Account. The Additional Cardholder may report the Card lost or stolen and may remove him or herself from the Account.

## *Interest Rates and Interest Changes*

**Annual Percentage Rates (APRs):** See the Pricing Summary for your APRs. The APR for Balance Transfers will be the same as the APR for standard Purchases, unless a promotional rate applies.

**Variable Rates:** Your Pricing Summary indicates whether you have any variable APRs. Variable APRs are determined by adding to the Prime Rate the number of percentage points ("margin") specified in the Pricing Summary. Variable APRs will increase or decrease when the Prime Rate changes. The APR change will take effect beginning with billing cycles that end on or after the first day of the month after the month in which the Prime Rate changes. An increase in the APR will increase your interest charges and may increase your Minimum Payment Due.

**Average Daily Balance Method (including new transactions):** We calculate interest each billing cycle by first figuring the "average daily balance" for each type of balance. Standard Purchases, standard Cash Advances, standard Balance Transfers, and each promotional offer, are all types of balances.

For each type of balance, for each billing cycle, we start with the balance on the last day of your previous billing cycle. We subtract any unpaid interest. This is the beginning balance each day. Each day of the billing cycle we subtract any new payments and credits applied to that type of balance. We

add any new transactions and fees for that type of balance. We add Purchases, Cash Advances, and Balance Transfers on the post date. We add transaction fees on promotional rate and non-promotional rate Balance Transfers to the same type of balance as the transaction. We add all other fees to the standard Purchase balance. This gives us the daily balance for that type of balance, except that if the daily balance is negative, we treat it as zero. We then add up all of the daily balances and divide by the number of days in the billing cycle. This gives us the "average daily balance" for that type of balance. We multiply the average daily balance by the applicable monthly periodic rate (the APR divided by 12). This gives us the interest charged for that type of balance for that billing cycle. This interest is included in the Account balance on the last day of the billing cycle. The results for all types of balances are then added together to determine the total interest charged that billing cycle.

**When Interest Begins:** We begin to impose interest on a transaction or fee from the day we add it to the daily balance. We continue to impose interest 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 billing statement by the Payment Due Date shown on that billing statement, we will not impose interest on new Purchases paid by the Payment Due Date on your current billing statement. The Payment Due Date will be at least 24 days after the close of the billing cycle. If you have been paying your Account balance in full and thereby avoiding interest on Purchases, but then do not pay the next New Statement Balance in full by the Payment Due Date, in that billing cycle we will start charging interest on the unpaid portion of your balance.

## ***Fees***

See the Pricing Summary for additional Fee information.

**Annual Fee:** If your Account is subject to an Annual Fee, the amount and when it is billed is shown on the Pricing Summary. The Annual Fee is billed to the Account until the Account is closed and the outstanding balance is paid in full. The Annual Fee is refundable as long as you cancel your Account and have not used your card for any Purchases, Cash Advances, or Balance Transfers and you have not made a payment.

**Credit Limit Increase Fee:** If a fee is imposed for processing a Credit Limit increase request, we will tell you the amount of the fee at the time of your request and before you agree to it.

**Foreign Transaction Fee:** We add this fee, unless "None" is stated in the Pricing Summary table, for each purchase made outside the U.S. (A purchase is made outside the U.S. unless it is made with a U.S. merchant, processed completely in the U.S., and in U.S. dollars.) The fee is a percentage of the U.S. dollar amount of the purchase.

**Optional Express Payment Service Fee:** If a representative of ours helps expedite your payment, we may impose an Express Payment fee. You will be informed of the amount of the fee before you complete the transaction.

**Duplicate Statement Fee:** If you request a duplicate copy of a monthly statement, for any purpose other than to assert a billing error, you will be charged a fee of up to $10 for each statement copy requested.

**Sales Slip Request Fee:** If you request a copy of a sales slip, for any purpose other than to resolve a dispute about the charges on your Account, you will be charged a fee of $6 for each sales slip copy requested.

**Replacement Card Fee:** If you request a replacement card, a Replacement Card Fee of up to $25 may be charged to your Account.

## ***Payments***

**Minimum Payment Due:** See the Pricing Summary for the minimum payment requirements.

**Small Balances:** As it is uneconomical for both you and us to process payments or maintain credits that are $1 or less in amount, you agree as follows: (1) In any billing cycle in which you have had no transactions and your New Balance on the billing date is $1 or less, the balance will be rounded to zero and you will not receive a bill for this amount. (2) In the event that you have a credit balance of $1 or less for two consecutive billing cycles, the balance will be rounded to zero and you will not receive a refund of this amount.

**Payment Instructions:** You must pay us in U.S. dollars, in funds on deposit in the U.S. 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.

**Irregular Payments:** Any payment submitted in offer of settlement of a disputed debt, including any item containing a notation such as "paid in full," and any other item with a restrictive endorsement, must be sent to: Credit One Bank, P.O. Box 95516, Las Vegas, NV 89193-5516. We can accept

late payments, partial payments, and checks or other items with restrictive endorsements at any other address without losing any of our rights under this Agreement.

**Postdated Checks:** You agree that we need not examine any payment check to confirm that it is not postdated and that we may deposit any postdated check on the day we receive it.

**Payment Allocation:** We apply payments up to the Minimum Payment Due and credits at our discretion, which may result in balances at lower APRs being paid first and higher interest charges. Payments over the Minimum Payment Due will be applied to balances with higher APRs first.

## ***Collecting, Sharing, and Updating Information***

**Customer Privacy:** We send you our Privacy Policy when you open your Account and thereafter in accordance with applicable law. 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. You accept the terms of our Privacy Policy when you use the Account. Contact us or visit CreditOne.com if you would like a copy.

**Information About You:** You authorize us to obtain and/or use information about you from third parties and credit reporting agencies to: (1) verify your identity and/or conduct investigative inquiries; (2) determine your income and credit eligibility; (3) review your Account and provide renewal of credit; (4) verify your current credit standing in order to present future credit limit increases or decreases; (5) qualify you for and present additional lines of credit or other offers; and (6) collect amounts owing on your Account. Upon request, we will tell you the name and address of any credit reporting agency that provided us with information concerning you.

**Furnishing Information:** We may furnish information concerning your Account or credit file to consumer reporting agencies and others who may properly receive that information. If you believe that information we furnished is inaccurate or incomplete, please write us at Credit One Bank, P. O. Box 98873, Las Vegas, NV 89193-8873. Please include your name, address, home phone number and Account number.

**Telephone Calls, Text Messages and Emails Regarding Your Account:** You are providing express written permission and consent authorizing Credit One Bank and our agents, servicers, contractors, subsidiaries, affiliates, officers, and other partners and employees to contact you at any phone number (including mobile, cellular/wireless, or similar devices) or email address you provide at any time, for any lawful purpose. The ways in which we may contact you include live operator, dialing system, automatic telephone dialing systems (auto-dialer), prerecorded and artificial voice message, text/SMS message or email. Phone numbers and email addresses you provide include those you give to us, those from which you, or someone acting on your behalf, contact us or which we obtain through other means. If you provide a phone number for which you are not the owner, you confirm you are authorized to provide that number. Such lawful purposes include, but are not limited to: obtaining information; activation of the card for verification and identification purposes; account transactions or servicing related matters; suspected fraud or identity theft; collection on the Account; and providing information about special products and services. You agree to pay any fee(s) or charge(s) that you may incur for incoming communications from us or outgoing communications to us, to or from any such number or email address, without reimbursement from us.

**Communication Revocation:** You may revoke your authorization for most communications. However, you cannot revoke authorization for fraud related communications or legally required communications. To change your communication preferences or to revoke consent you must write us. Please:

- include your name, mailing address, and the last four digits of your Account number;
- specify whether you are changing your preferences regarding mail, telephone calls, emails, and/or text or SMS messages;
- provide the specific phone number(s) and/or email address for which you are requesting communications to cease;
- send this written notice to: Credit One Bank, P.O. Box 98873, Las Vegas, NV 89193-8873.

Certain communication preferences can be changed on-line. Please log in to your Account to see if that option is available.

**Telephone Monitoring:** You agree that we (and our servicers, agents and contractors) may monitor and record any calls between you and us.

**Updating Your Phone Number:** Notify us immediately if you change mobile or cell phone numbers or plan to give your phone to someone else. It is your responsibility to provide us with a true, accurate and complete mobile number and to maintain and update promptly any changes in this information. You can update your mobile number by calling us at the phone number on the back of your Card.

**Indemnification:** If you provide telephone number(s) for which you are not the subscriber, or fail to notify us when you cease to be the subscriber for a telephone number you previously gave us, you agree to indemnify us, our subsidiaries, affiliates, officers, agents, servicers, contractors, and other partners and employees for any costs and expenses, including reasonable attorneys' fees, incurred as a result of us contacting or attempting to contact you at the number(s). Your obligation under this paragraph shall survive termination of the Agreement.

## *Account Closure*

**Default:** You are in default under this Agreement if (1) bankruptcy or another insolvency proceeding is filed by or against you; (2) we reasonably believe you are unable or unwilling to repay us; (3) you die or are legally incompetent or incapacitated; (4) you fail to comply with the terms of this Agreement, including failing to make a required payment when due, exceeding your credit limit or using your Card or Account for an illegal transaction; (5) you give us misleading, false, incomplete or incorrect information or fail to give us any information we deem necessary; or (6) if you no longer permanently reside in the United States or its territories. If you are in default, we may declare the entire Account balance immediately due and payable without advance 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.

**Closing Your Account:** You may close your Account at any time. You will remain responsible for any amount you owe us under this Agreement. Any joint Cardholder may cancel a joint Account. However, both of you will remain responsible for paying all amounts owed. If your Account is subject to an Annual Fee, the fee will continue to be charged until you pay your outstanding balance in full.

We may cancel, suspend or not renew your Card, Account, or access to the credit line at any time and for any reason without notice. If your Account is closed by us, the Annual Fee will continue to be charged until you pay your outstanding balance in full.

However, when your Account is closed, if there is: (1) a debit balance of $1 or less, that balance will be rounded to zero and you will not be required to pay this amount; or (2) a credit balance of $1 or less, that balance will be rounded to zero and this amount will not be refunded to you. The rounding to zero may occur after your closing statement cycles, and you may not receive a statement reflecting the rounding.

## *Arbitration Agreement*

**PLEASE READ CAREFULLY—IMPORTANT—AFFECTS YOUR LEGAL RIGHTS**

This agreement to arbitrate provides that you or we can require controversies or disputes between us to be resolved by BINDING ARBITRATION. You have the right to REJECT this agreement to arbitrate by using the procedure explained below.

If you do not reject this agreement to arbitrate, you GIVE UP YOUR RIGHT TO GO TO COURT and controversies or disputes between us will be resolved by a NEUTRAL ARBITRATOR INSTEAD OF A JUDGE OR JURY, using rules that are simpler and more limited than in a court. Arbitrator decisions are subject to VERY LIMITED REVIEW BY A COURT. Arbitration will proceed INDIVIDUALLY— CLASS ACTIONS AND SIMILAR PROCEDURES WILL NOT BE AVAILABLE TO YOU.

**Agreement to Arbitrate:** You and we agree that either you or we may, without the other's consent, require that controversies or disputes between you and us (all of which are called "Claims"), be submitted to mandatory, binding arbitration. This agreement to arbitrate is made pursuant to a transaction involving interstate commerce, and shall be governed by, and enforceable under, the Federal Arbitration Act (the "FAA"), 9 U.S.C. §1 et seq., and (to the extent State law is applicable), the laws of the State of Nevada.

For purposes of this agreement to arbitrate, "you" includes you, any co-applicant, any Authorized User (including Additional Cardholders), or anyone else connected with you or claiming through you; and "we" or "us" includes Credit One Bank, N.A., all of its parents, subsidiaries, affiliates, successors, predecessors, employees, and related persons or entities, and all third parties who are regarded as agents or representatives of us in connection with the subject matter of the claim or dispute at issue.

**Covered Claims:** Claims subject to arbitration include, but are not limited to, any controversies or disputes arising from or relating in any way to your Account; any transactions involving your Account; any disclosures made to you concerning your Account; any interest, charges, or fees assessed on your Account; any service(s) or programs related to your Account; and, if permitted by the rules of the arbitration forum, any collection of debt related to your Account. Claims also include controversies or disputes arising from or relating in any way to advertising, solicitations, or any application for, approval of, or establishment of your Account. Claims subject to arbitration include any controversies or disputes based on any theory of law, whether contract, tort, statute, regulation, common law, or equity, or whether they seek legal or equitable remedies. All Claims are subject to arbitration whether they arose in the past, may currently exist, or may arise in the future. Arbitration will apply even if your Account is closed, you pay us in full any outstanding debt you owe, or you file for bankruptcy. Also, controversies or disputes about the validity, enforceability, coverage, meaning, or scope of this agreement to arbitrate or any part thereof are subject to arbitration and are for the arbitrator to decide. Any questions about what Claims are subject to arbitration shall be resolved by interpreting this agreement to arbitrate in the broadest way the law will allow it to be enforced.

**Claims Not Covered:** Claims (whether brought initially or by counter or cross-claim) are not subject to arbitration if they are filed by you or us in a small claims court, so long as the case remains in such court and only individual claims for relief are advanced in the case.

**No Class Arbitration or Consolidation or Joinder of Parties:** Class actions and other similar procedures in which individuals seek to represent similarly situated individuals or seek relief on behalf of the general public, and consolidation or joinder of Claims (except for claimants on the same account), are NOT available under this agreement to arbitrate. Claims in arbitration will proceed on an INDIVIDUAL basis only:

> UNLESS YOU REJECT THIS AGREEMENT TO ARBITRATE, YOU AND WE WAIVE THE RIGHT TO ASSERT OR PARTICIPATE IN A CLASS ACTION OR ANY REPRESENTATIVE OR CONSOLIDATED PROCEEDING IN COURT OR IN ARBITRATION.

The arbitrator shall have no authority to entertain any Claim as a class action or private attorney general action or on any other similar representative basis, nor shall the arbitrator have any authority to consolidate or join Claims brought by separate claimants (except for claimants on the same account). This also means that the arbitrator 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.†

†**Notice to California Account Holders:** This agreement to arbitrate shall not be construed to prevent you from seeking in the arbitration the remedy of public injunctive relief if (a) you reside in California, (b) you resided in California at the time you entered into this agreement to arbitrate, or (iii) the billing address for your Account is a California address (hereafter, "California Account Holder").

**Initiation of Arbitration:** The arbitration shall be administered by the American Arbitration Association ("AAA") before a single arbitrator under the AAA's Consumer Arbitration Rules, or by a mutually agreeable administrator, before a single arbitrator, as modified by this arbitration provision. Information about the arbitration process for AAA can be obtained from the AAA at www.adr.org. The arbitrator shall be selected from the AAA (or mutually agreeable administrator) panel of neutrals then active on the roster maintained by the AAA (or mutually agreeable administrator) office located in the city of or nearest to your billing address and, unless otherwise mutually agreed, the arbitrator shall be a retired federal judge, a retired state appellate judge, a retired state trial judge, or a lawyer with at least 15 years of experience in that order of preference.

In the event that the AAA or mutually agreeable administrator is unable or unwilling 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).

**Arbitration Procedures and Applicable Law; Offer of Settlement:** Unlike a lawsuit in state or federal court, arbitration is conducted by a private organization that specializes in alternative dispute resolution. Disputes in arbitration are decided by a neutral arbitrator instead of a judge or jury. You may represent yourself in arbitration, or you may be represented by a lawyer.

Under this agreement to arbitrate, a single arbitrator designated by the arbitration administrator will decide the Claim under applicable law. The arbitrator is bound by the terms of this agreement to arbitrate. The AAA or mutually agreeable administrator will apply its code of procedures in effect at the time the arbitration claim is filed. If there is a conflict between that code of procedures and this arbitration provision and/or any sections of this Card Agreement, this arbitration provision and/or this Card Agreement will control. The arbitrator will honor all claims of privilege recognized by law. Subject to the prohibition on class, representative, and consolidation procedures set forth above, the arbitrator will have the power to award to a party any damages or other relief (including relief in equity) provided for under applicable law. That is, a party will be entitled to recover in arbitration any damages or other relief that it could recover if it prevailed in a court proceeding. An arbitrator's award shall consist of a written statement setting forth the disposition of each Claim. At the request of any party, the arbitrator shall also set forth a written explanation of the essential findings and conclusions on which the award is based. An arbitration award shall decide the rights and obligations only of the parties named in the arbitration, and shall not have any bearing on another person or dispute.

If your Claim is for $10,000 or less, you may choose whether the arbitration will be conducted solely on the basis of documents, in a telephonic hearing, or in an in-person hearing.

Any in-person hearing will take place in the federal judicial district that includes your billing address at the time the Claim is filed, unless the parties agree to a different place.

**The Arbitrator's Decision:** The arbitrator's decision will be final and binding on the parties. A party can file a written appeal to the arbitration administrator within thirty (30) days after an award is issued. The appeal will proceed before a panel of three neutral arbitrators designated by the same arbitration administrator. The panel will decide anew all factual and legal issues, following the same rules of procedure, by majority vote any aspect of the original decision objected to. The costs of such an appeal will be borne in accordance with the below paragraph entitled "Fees and Costs". Any review by a court shall be governed by the Federal Arbitration Act. Any final arbitration award will be binding on the named parties and enforceable by any court having jurisdiction.

**Fees and Costs:** We will pay any costs that are required to be paid by us under the arbitration administrator's rules of procedure. If you file the arbitration, you will pay your share of the initial filing fee, unless you seek and qualify for a fee waiver under the applicable rules of the arbitration

administrator. The party filing an appeal shall be responsible for all filing fees and costs of the appeal unless prohibited by administrator's rules of procedure. All parties are responsible for their own attorney's fees, expert fees and any other expenses, unless the arbitrator awards such fees or expenses to you or us if allowed by applicable law.

**Other Parties Subject to this Agreement to Arbitrate:** In addition to you and us, the rights and duties described in this agreement to arbitrate apply to: any third party co-defendant of a claim subject to this arbitration provision; all joint account holders, Additional Cardholders, and Authorized Users of your Account(s).

**How to REJECT this Agreement to Arbitrate:** You can reject this agreement to arbitrate but only if we receive from you a written notice of rejection within 45 days after it was first provided to you. To reject this agreement to arbitrate you must send the notice of rejection to: Credit One Bank, Attention: Arbitration Opt Out, P. O. Box 98873, Las Vegas, NV 89193-8873. Rejection notices sent to any other address will not be accepted or effective. If you decide to reject this agreement to arbitrate in writing, your notice must state that you reject this agreement to arbitrate and include your name, address, account number, and personal signature. Rejection of arbitration will not affect your other rights or responsibilities under this Card Agreement.

**Survival, Severability, and Amendment of Terms:**
*Survival.* This agreement to arbitrate shall survive changes in the Agreement and termination of the Account or the relationship between you and us, including the bankruptcy of any party and any transfer or sale of your Account, or amounts owed on your Account, to another person or entity.
*Severability.* If any part or parts of your agreement to arbitrate are declared unenforceable, then such specific part or parts shall be of no force or effect and shall be severed, but the remainder of this agreement to arbitrate shall continue in full force and effect. If, however, the entire agreement to arbitrate or your waiver of the right to bring or participate in a class or representative action or in consolidation procedures is unenforceable, then the agreement to arbitrate shall be of no force or effect. Notwithstanding the preceding sentence, with respect to California Account Holders, if arbitration is unenforceable, in whole or in part, you and we agree to resolve any Claim by a judicial reference proceeding as described above.
*Amendment in Writing Only.* This agreement to arbitrate may not be amended, severed, or waived, except as expressly provided in the Agreement or in a written agreement between you and us.

## *Other Information*

**Transactions in Foreign Currencies:** If you make a transaction at a merchant that settles in a currency other than U.S. dollars, Mastercard International Incorporated or Visa Incorporated will convert that charge into a U.S. Dollar amount. That conversion will be done at a rate selected by Mastercard or Visa from the range of rates available in wholesale currency markets for the applicable central processing date, which rate may vary from the rate Mastercard or Visa itself receives, or the government-mandated rate in effect for the applicable central processing date. The currency conversion rate used on the processing date may differ from the rate that would have been used on the purchase date or on the date the transaction is posted to your Account. You agree to pay the converted amount, including any charges for the conversion that may be imposed as described above.

**Changes to Your Agreement:** The rates, fees and terms of this Agreement may change and we may add or delete any term to this Agreement, consistent with applicable law. We will give you advance written notice of these changes and a right to reject the change, if required by law.

**Unauthorized Use:** Notify us immediately if your Card is lost or stolen or you suspect that someone is using your Card or Account without your permission.

**Assignment:** We may assign any or all of our rights and obligations under this Agreement. You may not assign any of your rights or obligations under this Agreement.

**No Waiver:** We will not lose our rights under this Agreement because we delay or do not enforce them.

**Governing Law:** This Agreement is governed by and interpreted in accordance with the laws applicable to national banks, and, where no such laws apply, by the laws of the State of Nevada, excluding the conflicts of law provisions thereof, regardless of your state of residence.

**Conformance with Law; Severability:** If any part of this Agreement conflicts with applicable law, that provision will be considered modified to conform to applicable law. If any part of this Agreement is invalid, the rest shall remain in effect, except as otherwise noted in the Arbitration Provision.

## *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 the Billing Inquiries address on the statement.

In your letter, give us the following information:

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

You must contact us:

- Within 60 days after the error appeared on your statement.
- At least 3 business days before an automated payment is scheduled, if you want to stop payment on the amount you think is wrong.

You must notify us of any potential errors in writing. You may call us, but if you do we are not required to investigate any potential errors and you may have to pay the amount in question.

**What Will Happen After We Receive Your Letter**

When we receive your letter, we must do two things:

1. Within 30 days of receiving your letter, we must tell you that we received your letter. We will also tell you if we have already corrected the error.
2. Within 90 days of receiving your letter, we must either correct the error or explain to you why we believe the bill is correct.

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

- We cannot try to collect the amount in question, or report you as delinquent on that amount.
- The charge in question may remain on your statement, and we may continue to charge you interest on that amount.
- While you do not have to pay the amount in question, you are responsible for the remainder of your balance.
- We can apply any unpaid amount against your credit limit.

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

*If we made a mistake:* You will not have to pay the amount in question or any interest or other fees related to that amount.

*If we do not believe there was a mistake:* You will have to pay the amount in question, along with applicable interest and fees. We will send you a statement of the amount you owe and the date payment is due. We may then report you as delinquent if you do not pay the amount we think you owe.

If you receive our explanation but still believe your bill is wrong, you must write to us within 10 days telling us that you still refuse to pay. If you do so, we cannot report you as delinquent without also reporting that you are questioning your bill. We must tell you the name of anyone to whom we reported you as delinquent, and we must let those organizations know when the matter has been settled between us.

If we do not follow all of the rules above, you do not have to pay the first $50.00 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 $50.00. (Note: Neither of these are necessary if your purchase was based on an advertisement we mailed to you, or if we own or operate the company that sold you the goods or services.)
2. You must have used your credit card for the purchase. Purchases made with cash advances from an ATM or with a check that accesses your credit card account do not qualify.
3. You must not yet have fully paid for the purchase.

If all of the criteria above are met and you are still dissatisfied with the purchase, contact us in writing at the Billing Inquiries address shown on your statement.

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

## ***Rewards Program Supplement***

This document ("Supplement") describes the terms and conditions of the Credit One Bank Cash Back Rewards Program ("Program") and supplements the Card Agreement that governs your credit card account issued by Credit One Bank, N.A. (the "Account"). By using the Account, you agree to participate in the Program. Your participation is subject to the terms of the Card Agreement, including the arbitration agreement, if applicable, and this Supplement. In the event of a conflict between the Card Agreement and this Supplement, with respect to matters relating to the Program, this Supplement controls.

**Earning Cash Back Rewards:** You earn cash back rewards for Purchases using your Account minus returns, refunds, disputed charges, and fraudulent transactions ("Net Eligible Purchases"), as follows:

- 3% cash back rewards on eligible:
  - Rideshare purchases
    - Eligible rideshare purchases include purchases in the Taxicabs and Limousines category.
  - Non-eligible rideshare purchases include purchases from bus lines, commuter passenger transportation services, passenger railways, and ferries.
  - Entertainment purchases
    - Eligible entertainment purchases include purchases made in the Motion Picture Theaters and Ticket Agencies and Theatrical Producers (Exception Motion Pictures) categories.
    - Non-eligible entertainment purchases include purchases for sporting events (unless purchased through a ticket agency), casinos, amusement parks, and tourist attractions.
  - Popular streaming services purchases
    - Eligible streaming purchases include purchases in the Cable, Satellite, and Other Pay Television/Radio/ Streaming services, Record Stores, and Digital Goods Media – Books, Movies, Digital artwork/images, Music categories.
    - Non-eligible streaming purchases include purchases from any Amazon paid service.

You do not earn cash back rewards on Cash Advances, Balance Transfers, interest, fees, and other charges. If your Account is in default, as defined in your Card Agreement, at the time the cash back rewards are to be posted to your Account, you WILL NOT receive the applicable credit. Cash back rewards have no cash value; however, when redeemed in accordance with the Program have a redemption value. See "**Redeeming Cash Back Rewards**" below. Cash back rewards may not be transferred to any other person including through such events as inheritance, bankruptcy, or divorce.

Earning and accruing cash back rewards is not limited as long as your Account is in good standing, and you may have a negative cash back rewards balance (because of returns and other post transaction actions). If your Account has a negative cash back rewards balance, any newly earned cash back rewards will be used to offset that negative balance until that balance has been brought to zero. As long as your Account is in good standing, your cash back rewards do not expire. Cash back rewards are forfeited 90 days after your Account is closed by you or us. If we find evidence of misuse, fraud, or the Account is in default, as defined in your Card Agreement, no redemptions of your cash back rewards, automatic or manual, will be permitted; provided that if your Account is closed because of nonpayment, you will have 90 days to redeem any cash back rewards from the date the notice is sent to you. See "**Redeeming Cash Back Rewards**." Cash back rewards from separate accounts cannot be combined. Authorized Users earn cash back rewards on the Account, but only the primary Cardholder may redeem cash back rewards.

**Merchant Categories:** Merchants who accept credit cards are assigned a merchant code, which is determined by the merchant or its processor in accordance with the applicable credit card network's procedures based on the kinds of products and services they primarily sell. We have no control over merchant codes. Please note:

- We make every effort to include all relevant merchant codes in our cash back rewards categories. However, even though a merchant or some of the items that it sells may appear to fit within a cash back rewards category, the merchant may not have a merchant code in that category or may not use an eligible merchant code. When this occurs, purchases with that merchant will not qualify for cash back rewards on purchases in that category.
- A merchant with more than one location may submit Purchases using different codes, including codes that are not eligible under this Program. This means that Purchases from the same merchant at a different location may result in no cash back rewards. Purchases made without an eligible code WILL NOT qualify for cash back rewards.
- Purchases submitted by you, an authorized user, or the merchant through third-party payment accounts, mobile or wireless card readers, online or mobile digital wallets, or similar technology will not qualify in a cash back rewards category if the technology is not set up to process the purchase in that cash back rewards category.

**Redeeming Cash Back Rewards:** Cash back rewards may be redeemed automatically ("Automatic Redemption") only for statement credits; or redeemed manually ("Manual Redemption") for statement credits, gift cards, or other goods or services. You can switch between Automatic Redemption and Manual Redemption, but in order to do so, you must have an online Account that you can access via CreditOneBank.com or the Credit One Bank Mobile App. All cash back rewards redemptions are subject to terms and conditions set forth in this Supplement and at https://www.creditonebank.com/RewardsRedemptionTerms.

- Manual Redemption: Upon Account opening, your Account will be set to Manual Redemption. Cash back rewards will post to your Account within thirty-seven days after a Net Eligible Purchase posts to your Account. The amount of cash back rewards you need to redeem for consumer goods and services will be determined at redemption and may change without notice. The most up-to-date amount of cash back rewards you have

available to redeem (which reflects any adjustments, transfers, or redemptions) is available online or by calling the customer service number and may differ from the available cash back rewards shown on your last monthly billing statement.

- Automatic Redemption: Cash back rewards may be redeemed automatically as statement credits. To do so, you must change your redemption setting from Manual Redemption to Automatic Redemption. If you switch from Manual Redemption to Automatic Redemption, any cash back rewards balance accrued while your Account has a Manual Redemption setting will be applied to your Account as a statement credit in any month your redemption setting is set to Automatic Redemption as of 3:00 p.m. Central Time on the first day of the month. We will post a statement credit to your Account within thirty-seven days after the end of the month based on the Net Eligible Purchases posted to your Account from the first day to the last day of the current month. You will receive an automatic rewards credit on each statement that has at least one Net Eligible Purchase.

**Feedback:** If you send or transmit any communications, comments, questions, suggestions, or related materials, whether by letter, e-mail, telephone, or otherwise ("Feedback"), suggesting or recommending changes to the Program or how cash back rewards are fulfilled, including, without limitation, new features or functionality, you grant us and any of our vendors a perpetual right to use the Feedback for our own and their own, respective internal business purposes. Further, we, our service providers, vendors, and any subcontractors disclaim any liability to you for any such use of Feedback for our or their own, respective internal business purpose.

**Consumer Goods/Services Disclaimer: BY PARTICIPATING IN THE PROGRAM, YOU ACKNOWLEDGE AND AGREE THAT CREDIT ONE BANK AND ITS VENDORS ARE ONLY PROVIDING THE PROGRAM TO EARN AND REDEEM CASH BACK REWARDS AND NOT PROVIDING CONSUMER GOODS OR SERVICES. CREDIT ONE BANK AND ITS VENDORS ARE NOT INVOLVED IN WARRANTING ANY CONSUMER GOODS OR SERVICES WHICH YOU MAY ACQUIRE UTILIZING THE PROGRAM AND REDEMPTION SERVICES. CREDIT ONE BANK AND ITS VENDORS DO NOT MAKE, AND AFFIRMATIVELY DISCLAIM, ANY AND ALL WARRANTIES, EXPRESS OR IMPLIED, WITH RESPECT TO SUCH CONSUMER GOODS OR SERVICES, INCLUDING WITHOUT LIMITATION, ANY WARRANTY OF MERCHANTABILITY, SUITABILITY FOR A PARTICULAR PURPOSE, OR AGAINST INFRINGEMENT. WARRANTIES FOR CONSUMER GOODS AND SERVICES ARE LIMITED TO THE APPLICABLE THIRD-PARTY SUPPLIER'S WARRANTIES AND RETURN POLICIES. BY PARTICIPATING IN THE PROGRAM, YOU ACKNOWLEDGE AND AGREE TO LOOK SOLELY TO THE APPLICABLE MERCHANT PROVIDING THE CONSUMER GOODS AND/OR SERVICES REDEEMED OR PURCHASED BY YOU UTILIZING THE PROGRAM FOR ANY WARRANTY, REMEDY, OBLIGATION AND/OR LIABILITY WITH RESPECT TO SUCH CONSUMER PRODUCTS AND/OR SERVICES. BY PARTICIPATING IN THE PROGRAM, YOU RELEASE CREDIT ONE BANK AND ITS VENDORS FROM ANY AND ALL LIABILITY WITH RESPECT TO SUCH CONSUMER GOODS AND SERVICES.**

**Information Disclaimer: IN THE COURSE OF PROVIDING THE PROGRAM AND REDEMPTION SERVICE FOR CONSUMER GOODS AND/OR SERVICES, CREDIT ONE BANK AND/ OR ITS VENDORS MAY INTEGRATE WITH THIRD-PARTY SUPPLIERS SELECTED OR CHANGED BY CREDIT ONE BANK AND/OR ITS VENDORS, IN THEIR SOLE DISCRETION, FOR THE FULFILLMENT OF SUCH CONSUMER GOODS AND/OR SERVICES REDEEMED OR PURCHASED UTILIZING THE PROGRAM. IN ORDER TO FACILITATE FULFILLMENT OF THE CONSUMER GOODS AND SERVICES WITH THE THIRD-PARTY SUPPLIERS, CREDIT ONE BANK AND/OR ITS VENDORS MAY SEND YOUR REQUIRED PERSONAL AND OTHER INFORMATION (WHICH CAN INCLUDE, BUT IS NOT LIMITED TO FIRST NAME, LAST NAME, SHIPPING ADDRESS, PHONE NUMBER, AND EMAIL ADDRESS) TO THIRD-PARTY SUPPLIERS TO FACILITATE THE PURCHASE OR REDEMPTION. BY PARTICIPATING IN THE PROGRAM AND REDEEMING CASH BACK REWARDS FOR CONSUMER GOODS OR SERVICES, YOU THEREFORE AGREE THAT CREDIT ONE BANK AND ITS VENDORS WILL NOT BE HELD RESPONSIBLE AND YOU HEREBY RELEASE CREDIT ONE BANK AND ITS VENDORS FROM ANY LIABILITY FOR YOUR INFORMATION AFTER IT IS INPUT INTO THE REDEMPTION FULFILLMENT SERVICES, FOR THE EXCLUSIVE BENEFIT OF, AND USE BY, THE THIRD-PARTY SUPPLIER, BY YOU AND CORRECTLY TRANSMITTED TO THE THIRD- PARTY SUPPLIER FOR ORDER FULFILLMENT. AFTER YOUR INFORMATION IS PLACED INTO THE REDEMPTION FULFILLMENT SERVICE, YOUR INFORMATION SHALL BE SUBJECT TO THE PRIVACY POLICY AND TERMS OF SUCH THIRD-PARTY SUPPLIER.**

**Program Restrictions:** Cash back rewards posted as a statement credit will reduce the balance on your Account but will not count as payments. You will still be required to pay at least the Minimum Payment Due as shown on your billing statement each month. You WILL NOT earn cash back rewards for Purchases made while your Account is in default as defined within your Card Agreement. This Program excludes Accounts already enrolled in a different Credit One Bank cash back or other rewards program.

**Changes:** The Program may be changed (added to, modified, or deleted) by us at any time, including without limitation changes to the definition of eligible and non-eligible purchases. We will give you prior notice to the extent required by law. Any revision may affect your ability to earn or redeem cash back rewards.

**Termination:** We may suspend or terminate the Program or your participation in the Program at any time and will give you prior notice to the extent required by law. If we suspend or terminate the Program or your participation in the Program, you will have 90 days to redeem any cash back rewards from the date the notice is sent to you. See "**Redeeming Cash Back Rewards**."

**Limited Liability:** Unless otherwise required by law, this Program, or our Card Agreement with you, we will not be liable to you or anyone making a claim on your behalf, in connection with: (1) any change or termination of the Program; (2) any loss, damage, expense, or inconvenience caused by any occurrence outside of our control; (3) any taxes that you incur as a result of receiving cash back rewards, payment of which taxes will be your responsibility; (4) any merchandise or services you purchase, or for any direct, indirect, or consequential damages with respect to the use of your Account. In any event, any liability that Credit One Bank may have to you in connection with the Program shall be limited to the amount of any cash back rewards you have earned in this Program. The Program and cash back rewards are void or limited where prohibited or restricted, respectively, by federal, state, or local law.

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# *CARD AGREEMENT*

## ***Pricing Summary***

| Interest Rates and Interest Charges | |
|---|---|
| **ANNUAL PERCENTAGE RATE (APR) for Purchases** | **29.74%**<br>This APR will vary with the market based on the Prime Rate. |
| **ANNUAL PERCENTAGE RATE (APR) for Balance Transfers** | **29.74%**<br>This APR will vary with the market based on the Prime Rate. |
| **ANNUAL PERCENTAGE RATE (APR) for Cash Advances** | **31.74%**<br>This APR will vary with the market based on the Prime Rate. |
| **Paying Interest** | Your due date is at least 24 days after the close of each billing cycle. We will not charge you any interest on Purchases if you pay your entire balance by the due date each month. We will begin charging interest on Cash Advances and Balance Transfers from the posting date. |
| **Minimum Interest Charge** | If you are charged interest, the charge will be no less than $1.00. |
| **For Credit Card Tips from the Consumer Financial Protection Bureau** | **To learn more about factors to consider when applying for or using a credit card, visit the website of the Consumer Financial Protection Bureau at http:// www.consumerfinance.gov/learnmore.** |
| **Fees** | |
| **Annual Fee** | **$39** |
| **Transaction Fees**<br>• Cash Advance<br>• Balance Transfer<br>• Foreign Transaction | <br>Either **$5 or 8%** of the amount of each Cash Advance, whichever is greater.<br>Either **$5 or 8%** of the amount of each Balance Transfer, whichever is greater.<br>None |
| **Penalty Fees**<br>• Late Payment<br>• Returned Payment | <br>Up to **$39***<br>Up to **$39**** |

**How We Will Calculate Your Balance:** We use a method called "average daily balance (including new Purchases)." See your Card Agreement for more details.

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

***Late Payment Fee:** We will charge the maximum safe harbor amount, which is set annually in accordance with 12 C.F.R 1026.52(b)(1)(ii)(D). Currently the fee is $29, unless you incurred a Late Payment Fee during the prior six billing cycles. If you did, the fee is currently $39. This fee will not exceed

the related Minimum Payment that was due. We charge a Late Payment Fee to your Account if at least the Amount Due This Period (less any Late Payment Fee for the current billing cycle) plus any Past Due Amount is not received by 5:00 p.m. PT on the Payment Due Date shown on your statement.

****Returned Payment Fee:** We will charge the maximum safe harbor amount, which is set annually in accordance with 12 C.F.R 1026.52(b)(1)(ii)(D). If a payment is not honored upon first presentment, even if the payment is later honored, a Returned Payment Fee will be charged to your Account. Currently, the fee is $29, unless you incurred a Returned Payment Fee in the prior six billing cycles. If you did, the fee is currently $39. This fee will not exceed the related Minimum Payment that was due.

**Additional Rate Information:** The Purchase and Balance Transfer APR equals the Prime Rate plus a margin of 22.99%. This corresponds to a monthly periodic rate of 2.47833%. The Cash Advance APR equals the Prime Rate plus a margin of 24.99%. This corresponds to a monthly periodic rate of 2.64500%.

**Minimum Payments:** 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 the sum of:

- 5% of your outstanding balance, rounded up to the next whole dollar, or $30, whichever is greater;
- any Late Payment Fee for the current billing cycle;
- and any Past Due Amount (excluding any past due Late Payment Fees).

## ***The Agreement***

This Agreement, together with the Pricing Summary, is your contract with us.

**Accepting this Agreement:** You accept this Agreement when you use the Account. You may still reject this Agreement if you have not yet used the Card, used the Account, or paid a fee after receiving a billing statement. To reject the Agreement, call us at 866-515-5721 or write us at Bank Card Center, P.O. Box 95516, Las Vegas, NV 89193-5516. If you reject the Agreement, you are not responsible for any fees or charges.

**Arbitration:** This Agreement includes an Arbitration Provision with class action and jury trial waivers. You can reject the Arbitration Provision. See "How to REJECT this agreement to arbitrate" in the Arbitration section. If you do not, it will be part of this Agreement.

**Promise to Pay:** You agree to pay us for all amounts due on your Account, including credit for Purchases, Balance Transfers, and Cash Advances, as well as interest charges and fees. This includes charges made by Additional Cardholders and other Authorized Users.

## ***Definitions***

**Account** means the Credit One Bank card account under this Agreement.

**Authorized User** means any person you allow to use your Account or Card, including Additional Cardholders. If the Authorized User has been issued a Card and you want to terminate the Authorized User, you must notify us by telephone or in writing.

**Balance Transfer** means a transaction we designate that allows you to use your Account to pay another creditor or yourself. Balance Transfers cannot be used to pay us or our affiliates. A Balance Transfer will be subject to the terms of the Balance Transfer offer and this Agreement.

**Card** refers to one or more cards or access devices, including your Account number, that we give you or someone else with your authorization to get credit under this Agreement.

**Cardholder** refers to each person with a card issued in their name.

**Cash Advance** means the use of your Account to obtain funds at a financial institution or the use of a Convenience Check.

**Convenience Check** means a check we issue to you to take a Cash Advance. You may not use these checks to pay us or our affiliates.

**Purchase** means the use of the Account to obtain goods or services.

**Prime Rate** means the highest U.S. Prime Rate in the Money Rates section of The Wall Street Journal on the 25th day of the month, or the next day if that day is not a publication day. If The Wall Street Journal does not publish the U.S. Prime Rate, we may substitute another index.

**we**, **us**, **our**, and **Credit One Bank** refer to Credit One Bank, N.A., the issuer of your Card.

**you**, and **your** refer to each person who has applied for the Account and where appropriate, the Authorized User.

## ***Features and Use of Your Account***

**Using Your Card:** You may make Purchases wherever the Card is accepted. You may use the Account to obtain Cash Advances, but you may not make more than two Cash Advance transactions per day which may not exceed the lower of your available credit for cash or $200. You may use the Account for only personal, family, or household purposes, and if your Account is used for any other purpose you are still responsible for such use. You may not use the Account for business or commercial purposes. The Account may not be used for online or internet gambling or illegal purposes.

**Your Credit Limit:** We will tell you your credit limit. Keep your Account balance below your credit limit. If you do not, you must still pay us. We may designate part of your credit limit as a Cash Advance limit and part as a Balance Transfer limit. We may change your credit limit(s) at any time, without notice. You may use a portion of your credit limit for Cash Advances and Balance Transfers. Each Purchase, Cash Advance, and Balance Transfer obtained will reduce the amount of available credit under your credit limit until it is repaid. We may delay increasing your available credit by the amount of any payment that we receive for up to 12 calendar days.

**Credit Limit Increase:** To request a credit limit increase contact the Customer Service number on your statement. We may impose a fee for processing the request.

**Credit Authorizations:** We may decline to authorize a transaction for any reason. We will not be liable to you if we decline a transaction or if anyone refuses any use of your Card.

**Automatic Billing:** You may set up automatic billing with a merchant. You authorize us to provide an updated Account number or Card expiration date to any merchant at our discretion. Contact the merchant to stop automatic billing.

**Joint Accounts:** If this is a joint account, each of you is responsible individually and together for all amounts owed. Each of you is responsible even if the Account is used by only one of you. You will continue to be liable for the entire balance of the Account, even if your co-applicant is ordered by a court to pay us. You will remain liable to us if your co-applicant fails to pay as ordered by the court. Your Account status will continue to be reported to the credit reporting agencies under each of your names. The delivery of notices or billing statements to either of you serves as delivery to each of you. We may rely on instructions given by either of you. We are not liable to either of you for relying upon such instructions.

**Electronic Access:** Applications (apps) on electronic devices (such as mobile wallets) can store your Card and can be used to get credit under this Agreement. Such transactions are covered by this Agreement. Apps may have separate terms of use. We are not responsible if you violate those terms or for any consequences from violating those terms.

**Additional Cardholder:** At your request, we may, at our discretion, issue, in the name of another person, an additional Card on your Account. That person is an Additional Cardholder, as well as an Authorized User. An Additional Cardholder has access to certain Account information including balance, available credit and payment information. If you advise us that the Additional Cardholder is your spouse, information regarding the Account will be provided to consumer reporting agencies in your name as well as in the name of the Additional Cardholder. By requesting that we add an Additional Cardholder to your Account, you represent that you (1) have the consent of the Additional Cardholder to be added to the Account, (2) have provided a copy of this Agreement to the Additional Cardholder, and (3) if the Additional Cardholder is your spouse, you have told the Additional Cardholder that Credit One Bank will furnish credit information about them to the credit reporting agencies in connection with the Account. The Additional Cardholder may report the Card lost or stolen and may remove him or herself from the Account.

## ***Interest Rates and Interest Changes***

**Annual Percentage Rates (APRs):** See the Pricing Summary for your APRs. The APR for Balance Transfers will be the same as the APR for standard Purchases, unless a promotional rate applies.

**Variable Rates:** Your Pricing Summary indicates whether you have any variable APRs. Variable APRs are determined by adding to the Prime Rate the number of percentage points ("margin") specified in the Pricing Summary. Variable APRs will increase or decrease when the Prime Rate changes. The APR change will take effect beginning with billing cycles that end on or after the first day of the month after the month in which the Prime Rate changes. An increase in the APR will increase your interest charges and may increase your Minimum Payment Due.

**Average Daily Balance Method (including new transactions):** We calculate interest each billing cycle by first figuring the "average daily balance" for each type of balance. Standard Purchases, standard Cash Advances, standard Balance Transfers, and each promotional offer, are all types of balances.

For each type of balance, for each billing cycle, we start with the balance on the last day of your previous billing cycle. We subtract any unpaid interest. This is the beginning balance each day. Each day of the billing cycle we subtract any new payments and credits applied to that type of balance. We add any new transactions and fees for that type of balance. We add Purchases, Cash Advances, and Balance Transfers on the post date. We add transaction fees on promotional rate and non-promotional rate Balance Transfers to the same type of balance as the transaction. We add all other fees to the standard Purchase balance. This gives us the daily balance for that type of balance, except that if the daily balance is negative, we treat it as zero. We then add up all of the daily balances and divide by the number of days in the billing cycle. This gives us the "average daily balance" for that type of balance. We multiply the average daily balance by the applicable monthly periodic rate (the APR divided by 12). This gives us the interest charged for that type of balance for that billing cycle. This interest is included in the Account balance on the last day of the billing cycle. The results for all types of balances are then added together to determine the total interest charged that billing cycle.

**When Interest Begins:** We begin to impose interest on a transaction or fee from the day we add it to the daily balance. We continue to impose interest 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 billing statement by the Payment Due Date shown on that billing statement, we will not impose interest on new Purchases paid by the Payment Due Date on your current billing statement. The Payment Due Date will be at least 24 days after the close of the billing cycle. If you have been paying your Account balance in full and thereby avoiding interest on Purchases, but then do not pay the next New Statement Balance in full by the Payment Due Date, in that billing cycle we will start charging interest on the unpaid portion of your balance.

## ***Fees***

See the Pricing Summary for additional Fee information.

**Annual Fee:** If your Account is subject to an Annual Fee, the amount and when it is billed is shown on the Pricing Summary. The Annual Fee is billed to the Account until the Account is closed and the outstanding balance is paid in full. The Annual Fee is refundable as long as you cancel your Account and have not used your card for any Purchases, Cash Advances, or Balance Transfers and you have not made a payment.

**Credit Limit Increase Fee:** If a fee is imposed for processing a Credit Limit increase request, we will tell you the amount of the fee at the time of your request and before you agree to it.

**Foreign Transaction Fee:** We add this fee, unless "None" is stated in the Pricing Summary table, for each purchase made outside the U.S. (A purchase is made outside the U.S. unless it is made with a U.S. merchant, processed completely in the U.S., and in U.S. dollars.) The fee is a percentage of the U.S. dollar amount of the purchase. American Express charges a foreign currency conversion fee of 1% of the amount of the transaction in U.S. dollars. This fee is included as part of the Foreign Transaction Fee listed in the Pricing Summary.

**Optional Express Payment Service Fee:** If a representative of ours helps expedite your payment, we may impose an Express Payment fee. You will be informed of the amount of the fee before you complete the transaction.

**Duplicate Statement Fee:** If you request a duplicate copy of a monthly statement, for any purpose other than to assert a billing error, you will be charged a fee of up to $10 for each statement copy requested.

**Sales Slip Request Fee:** If you request a copy of a sales slip, for any purpose other than to resolve a dispute about the charges on your Account, you will be charged a fee of $6 for each sales slip copy requested.

**Replacement Card Fee:** If you request a replacement card, a Replacement Card Fee of up to $25 may be charged to your Account.

## ***Payments***

**Minimum Payment Due:** See the Pricing Summary for the minimum payment requirements.

**Small Balances:** As it is uneconomical for both you and us to process payments or maintain credits that are $1 or less in amount, you agree as follows: (1) In any billing cycle in which you have had no transactions and your New Balance on the billing date is $1 or less, the balance will be rounded to zero and you will not receive a bill for this amount. (2) In the event that you have a credit balance of $1 or less for two consecutive billing cycles, the balance will be rounded to zero and you will not receive a refund of this amount.

**Payment Instructions:** You must pay us in U.S. dollars, in funds on deposit in the U.S. 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.

**Irregular Payments:** Any payment submitted in offer of settlement of a disputed debt, including any item containing a notation such as "paid in full," and any other item with a restrictive endorsement, must be sent to: Credit One Bank, P.O. Box 95516, Las Vegas, NV 89193-5516. We can accept late payments, partial payments, and checks or other items with restrictive endorsements at any other address without losing any of our rights under this Agreement.

**Postdated Checks:** You agree that we need not examine any payment check to confirm that it is not postdated and that we may deposit any postdated check on the day we receive it.

**Payment Allocation:** We apply payments up to the Minimum Payment Due and credits at our discretion, which may result in balances at lower APRs being paid first and higher interest charges. Payments over the Minimum Payment Due will be applied to balances with higher APRs first.

## ***Collecting, Sharing, and Updating Information***

**Customer Privacy:** We send you our Privacy Policy when you open your Account and thereafter in accordance with applicable law. 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. You accept the terms of our Privacy Policy when you use the Account. Contact us or visit CreditOne.com if you would like a copy.

**Information About You:** You authorize us to obtain and/or use information about you from third parties and credit reporting agencies to: (1) verify your identity and/or conduct investigative inquiries; (2) determine your income and credit eligibility; (3) review your Account and provide renewal of credit; (4) verify your current credit standing in order to present future credit limit increases or decreases; (5) qualify you for and present additional lines of credit or other offers; and (6) collect amounts owing on your Account. Upon request, we will tell you the name and address of any credit reporting agency that provided us with information concerning you.

**Furnishing Information:** We may furnish information concerning your Account or credit file to consumer reporting agencies and others who may properly receive that information. If you believe that information we furnished is inaccurate or incomplete, please write us at Credit One Bank, P. O. Box 98873, Las Vegas, NV 89193-8873. Please include your name, address, home phone number and Account number.

**Telephone Calls, Text Messages and Emails Regarding Your Account:** You are providing express written permission and consent authorizing Credit One Bank and our agents, servicers, contractors, subsidiaries, affiliates, officers, and other partners and employees to contact you at any phone number (including mobile, cellular/wireless, or similar devices) or email address you provide at any time, for any lawful purpose. The ways in which we may contact you include live operator, dialing system, automatic telephone dialing systems (auto-dialer), prerecorded and artificial voice message, text/SMS message or email. Phone numbers and email addresses you provide include those you give to us, those from which you, or someone acting on your behalf, contact us or which we obtain through other means. If you provide a phone number for which you are not the owner, you confirm you are authorized to provide that number. Such lawful purposes include, but are not limited to: obtaining information; activation of the card for verification and identification purposes; account transactions or servicing related matters; suspected fraud or identity theft; collection on the Account; and providing information about special products and services. You agree to pay any fee(s) or charge(s) that you may incur for incoming communications from us or outgoing communications to us, to or from any such number or email address, without reimbursement from us.

**Communication Revocation:** You may revoke your authorization for most communications. However, you cannot revoke authorization for fraud related communications or legally required communications. To change your communication preferences or to revoke consent you must write us. Please:

- include your name, mailing address, and the last four digits of your Account number;
- specify whether you are changing your preferences regarding mail, telephone calls, emails, and/or text or SMS messages;
- provide the specific phone number(s) and/or email address for which you are requesting communications to cease;
- send this written notice to: Credit One Bank, P.O. Box 98873, Las Vegas, NV 89193-8873.

Certain communication preferences can be changed on-line. Please log in to your Account to see if that option is available.

**Telephone Monitoring:** You agree that we (and our servicers, agents and contractors) may monitor and record any calls between you and us.

**Updating Your Phone Number:** Notify us immediately if you change mobile or cell phone numbers or plan to give your phone to someone else. It is your responsibility to provide us with a true, accurate and complete mobile number and to maintain and update promptly any changes in this information. You can update your mobile number by calling us at the phone number on the back of your Card.

**Indemnification:** If you provide telephone number(s) for which you are not the subscriber, or fail to notify us when you cease to be the subscriber for a telephone number you previously gave us, you agree to indemnify us, our subsidiaries, affiliates, officers, agents, servicers, contractors, and other partners and employees for any costs and expenses, including reasonable attorneys' fees, incurred as a result of us contacting or attempting to contact you at the number(s). Your obligation under this paragraph shall survive termination of the Agreement.

## *Account Closure*

**Default:** You are in default under this Agreement if (1) bankruptcy or another insolvency proceeding is filed by or against you; (2) we reasonably believe you are unable or unwilling to repay us; (3) you die or are legally incompetent or incapacitated; (4) you fail to comply with the terms of this Agreement, including failing to make a required payment when due, exceeding your credit limit or using your Card or Account for an illegal transaction; (5) you give us misleading, false, incomplete or incorrect information or fail to give us any information we deem necessary; or (6) if you no longer permanently reside in the United States or its territories. If you are in default, we may declare the entire Account balance immediately due and payable without advance 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.

**Closing Your Account:** You may close your Account at any time. You will remain responsible for any amount you owe us under this Agreement. Any joint Cardholder may cancel a joint Account. However, both of you will remain responsible for paying all amounts owed. If your Account is subject to an Annual Fee, the fee will continue to be charged until you pay your outstanding balance in full.

We may cancel, suspend or not renew your Card, Account, or access to the credit line at any time and for any reason without notice. If your Account is closed by us, the Annual Fee will continue to be charged until you pay your outstanding balance in full.

However, when your Account is closed, if there is: (1) a debit balance of $1 or less, that balance will be rounded to zero and you will not be required to pay this amount; or (2) a credit balance of $1 or less, that balance will be rounded to zero and this amount will not be refunded to you. The rounding to zero may occur after your closing statement cycles, and you may not receive a statement reflecting the rounding.

## *Arbitration Agreement*

**PLEASE READ CAREFULLY—IMPORTANT—AFFECTS YOUR LEGAL RIGHTS**

This agreement to arbitrate provides that you or we can require controversies or disputes between us to be resolved by BINDING ARBITRATION. You have the right to REJECT this agreement to arbitrate by using the procedure explained below.

If you do not reject this agreement to arbitrate, you GIVE UP YOUR RIGHT TO GO TO COURT and controversies or disputes between us will be resolved by a NEUTRAL ARBITRATOR INSTEAD OF A JUDGE OR JURY, using rules that are simpler and more limited than in a court. Arbitrator decisions are subject to VERY LIMITED REVIEW BY A COURT. Arbitration will proceed INDIVIDUALLY— CLASS ACTIONS AND SIMILAR PROCEDURES WILL NOT BE AVAILABLE TO YOU.

**Agreement to Arbitrate:** You and we agree that either you or we may, without the other's consent, require that controversies or disputes between you and us (all of which are called "Claims"), be submitted to mandatory, binding arbitration. This agreement to arbitrate is made pursuant to a transaction involving interstate commerce, and shall be governed by, and enforceable under, the Federal Arbitration Act (the "FAA"), 9 U.S.C. §1 et seq., and (to the extent State law is applicable), the laws of the State of Nevada.

For purposes of this agreement to arbitrate, "you" includes you, any co-applicant, any Authorized User (including Additional Cardholders), or anyone else connected with you or claiming through you; and "we" or "us" includes Credit One Bank, N.A., all of its parents, subsidiaries, affiliates, successors, predecessors, employees, and related persons or entities, and all third parties who are regarded as agents or representatives of us in connection with the subject matter of the claim or dispute at issue.

**Covered Claims:** Claims subject to arbitration include, but are not limited to, any controversies or disputes arising from or relating in any way to your Account; any transactions involving your Account; any disclosures made to you concerning your Account; any interest, charges, or fees assessed on your Account; any service(s) or programs related to your Account; and, if permitted by the rules of the arbitration forum, any collection of debt related

to your Account. Claims also include controversies or disputes arising from or relating in any way to advertising, solicitations, or any application for, approval of, or establishment of your Account. Claims subject to arbitration include any controversies or disputes based on any theory of law, whether contract, tort, statute, regulation, common law, or equity, or whether they seek legal or equitable remedies. All Claims are subject to arbitration whether they arose in the past, may currently exist, or may arise in the future. Arbitration will apply even if your Account is closed, you pay us in full any outstanding debt you owe, or you file for bankruptcy. Also, controversies or disputes about the validity, enforceability, coverage, meaning, or scope of this agreement to arbitrate or any part thereof are subject to arbitration and are for the arbitrator to decide. Any questions about what Claims are subject to arbitration shall be resolved by interpreting this agreement to arbitrate in the broadest way the law will allow it to be enforced.

**Claims Not Covered:** Claims (whether brought initially or by counter or cross-claim) are not subject to arbitration if they are filed by you or us in a small claims court, so long as the case remains in such court and only individual claims for relief are advanced in the case.

**No Class Arbitration or Consolidation or Joinder of Parties:** Class actions and other similar procedures in which individuals seek to represent similarly situated individuals or seek relief on behalf of the general public, and consolidation or joinder of Claims (except for claimants on the same account), are NOT available under this agreement to arbitrate. Claims in arbitration will proceed on an INDIVIDUAL basis only:

> UNLESS YOU REJECT THIS AGREEMENT TO ARBITRATE, YOU AND WE WAIVE THE RIGHT TO ASSERT OR PARTICIPATE IN A CLASS ACTION OR ANY REPRESENTATIVE OR CONSOLIDATED PROCEEDING IN COURT OR IN ARBITRATION.

The arbitrator shall have no authority to entertain any Claim as a class action or private attorney general action or on any other similar representative basis, nor shall the arbitrator have any authority to consolidate or join Claims brought by separate claimants (except for claimants on the same account). This also means that the arbitrator 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.†

†**Notice to California Account Holders:** This agreement to arbitrate shall not be construed to prevent you from seeking in the arbitration the remedy of public injunctive relief if (a) you reside in California, (b) you resided in California at the time you entered into this agreement to arbitrate, or (iii) the billing address for your Account is a California address (hereafter, "California Account Holder").

**Initiation of Arbitration:** The arbitration shall be administered by the American Arbitration Association ("AAA") before a single arbitrator under the AAA's Consumer Arbitration Rules, or by a mutually agreeable administrator, before a single arbitrator, as modified by this arbitration provision. Information about the arbitration process for AAA can be obtained from the AAA at www.adr.org. The arbitrator shall be selected from the AAA (or mutually agreeable administrator) panel of neutrals then active on the roster maintained by the AAA (or mutually agreeable administrator) office located in the city of or nearest to your billing address and, unless otherwise mutually agreed, the arbitrator shall be a retired federal judge, a retired state appellate judge, a retired state trial judge, or a lawyer with at least 15 years of experience in that order of preference.

In the event that the AAA or mutually agreeable administrator is unable or unwilling 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).

**Arbitration Procedures and Applicable Law; Offer of Settlement:** Unlike a lawsuit in state or federal court, arbitration is conducted by a private organization that specializes in alternative dispute resolution. Disputes in arbitration are decided by a neutral arbitrator instead of a judge or jury. You may represent yourself in arbitration, or you may be represented by a lawyer.

Under this agreement to arbitrate, a single arbitrator designated by the arbitration administrator will decide the Claim under applicable law. The arbitrator is bound by the terms of this agreement to arbitrate. The AAA or mutually agreeable administrator will apply its code of procedures in effect at the time the arbitration claim is filed. If there is a conflict between that code of procedures and this arbitration provision and/or any sections of this Card Agreement, this arbitration provision and/or this Card Agreement will control. The arbitrator will honor all claims of privilege recognized by law. Subject to the prohibition on class, representative, and consolidation procedures set forth above, the arbitrator will have the power to award to a party any damages or other relief (including relief in equity) provided for under applicable law. That is, a party will be entitled to recover in arbitration any damages or other relief that it could recover if it prevailed in a court proceeding. An arbitrator's award shall consist of a written statement setting forth the disposition of each Claim. At the request of any party, the arbitrator shall also set forth a written explanation of the essential findings and conclusions on which the award is based. An arbitration award shall decide the rights and obligations only of the parties named in the arbitration, and shall not have any bearing on another person or dispute.

If your Claim is for $10,000 or less, you may choose whether the arbitration will be conducted solely on the basis of documents, in a telephonic hearing, or in an in-person hearing.

Any in-person hearing will take place in the federal judicial district that includes your billing address at the time the Claim is filed, unless the parties agree to a different place.

**The Arbitrator's Decision:** The arbitrator's decision will be final and binding on the parties. A party can file a written appeal to the arbitration administrator within thirty (30) days after an award is issued. The appeal will proceed before a panel of three neutral arbitrators designated by the same arbitration administrator. The panel will decide anew all factual and legal issues, following the same rules of procedure, by majority vote any aspect of the original decision objected to. The costs of such an appeal will be borne in accordance with the below paragraph entitled "Fees and Costs". Any review by a court shall be governed by the Federal Arbitration Act. Any final arbitration award will be binding on the named parties and enforceable by any court having jurisdiction.

**Fees and Costs:** We will pay any costs that are required to be paid by us under the arbitration administrator's rules of procedure. If you file the arbitration, you will pay your share of the initial filing fee, unless you seek and qualify for a fee waiver under the applicable rules of the arbitration administrator. The party filing an appeal shall be responsible for all filing fees and costs of the appeal unless prohibited by administrator's rules of procedure. All parties are responsible for their own attorney's fees, expert fees and any other expenses, unless the arbitrator awards such fees or expenses to you or us if allowed by applicable law.

**Other Parties Subject to this Agreement to Arbitrate:** In addition to you and us, the rights and duties described in this agreement to arbitrate apply to: any third party co-defendant of a claim subject to this arbitration provision; all joint account holders, Additional Cardholders, and Authorized Users of your Account(s).

**How to REJECT this Agreement to Arbitrate:** You can reject this agreement to arbitrate but only if we receive from you a written notice of rejection within 45 days after it was first provided to you. To reject this agreement to arbitrate you must send the notice of rejection to: Credit One Bank, Attention: Arbitration Opt Out, P. O. Box 98873, Las Vegas, NV 89193-8873. Rejection notices sent to any other address will not be accepted or effective. If you decide to reject this agreement to arbitrate in writing, your notice must state that you reject this agreement to arbitrate and include your name, address, account number, and personal signature. Rejection of arbitration will not affect your other rights or responsibilities under this Card Agreement.

**Survival, Severability, and Amendment of Terms:**
*Survival.* This agreement to arbitrate shall survive changes in the Agreement and termination of the Account or the relationship between you and us, including the bankruptcy of any party and any transfer or sale of your Account, or amounts owed on your Account, to another person or entity.
*Severability.* If any part or parts of your agreement to arbitrate are declared unenforceable, then such specific part or parts shall be of no force or effect and shall be severed, but the remainder of this agreement to arbitrate shall continue in full force and effect. If, however, the entire agreement to arbitrate or your waiver of the right to bring or participate in a class or representative action or in consolidation procedures is unenforceable, then the agreement to arbitrate shall be of no force or effect. Notwithstanding the preceding sentence, with respect to California Account Holders, if arbitration is unenforceable, in whole or in part, you and we agree to resolve any Claim by a judicial reference proceeding as described above.
*Amendment in Writing Only.* This agreement to arbitrate may not be amended, severed, or waived, except as expressly provided in the Agreement or in a written agreement between you and us.

## *Other Information*

**Transactions in Foreign Currencies:** If you make a transaction at a merchant that settles in a currency other than U.S. dollars, American Express will convert that charge into a U.S. Dollar amount. That conversion will be done at a rate selected by American Express from the range of rates available in wholesale currency markets for the applicable central processing date, which rate may vary from the rate American Express itself receives, or the government-mandated rate in effect for the applicable central processing date. The currency conversion rate used on the processing date may differ from the rate that would have been used on the purchase date or on the date the transaction is posted to your Account. You agree to pay the converted amount, including any charges for the conversion that may be imposed as described above.

**Changes to Your Agreement:** The rates, fees and terms of this Agreement may change and we may add or delete any term to this Agreement, consistent with applicable law. We will give you advance written notice of these changes and a right to reject the change, if required by law.

**Unauthorized Use:** Notify us immediately if your Card is lost or stolen or you suspect that someone is using your Card or Account without your permission.

**Assignment:** We may assign any or all of our rights and obligations under this Agreement. You may not assign any of your rights or obligations under this Agreement.

**No Waiver:** We will not lose our rights under this Agreement because we delay or do not enforce them.

**Governing Law:** This Agreement is governed by and interpreted in accordance with the laws applicable to national banks, and, where no such laws apply, by the laws of the State of Nevada, excluding the conflicts of law provisions thereof, regardless of your state of residence.

**Conformance with Law; Severability:** If any part of this Agreement conflicts with applicable law, that provision will be considered modified to conform to applicable law. If any part of this Agreement is invalid, the rest shall remain in effect, except as otherwise noted in the Arbitration Provision.

## ***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 the Billing Inquiries address on the statement.

In your letter, give us the following information:

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

You must contact us:

- Within 60 days after the error appeared on your statement.
- At least 3 business days before an automated payment is scheduled, if you want to stop payment on the amount you think is wrong.

You must notify us of any potential errors in writing. You may call us, but if you do we are not required to investigate any potential errors and you may have to pay the amount in question.

**What Will Happen After We Receive Your Letter**

When we receive your letter, we must do two things:

1. Within 30 days of receiving your letter, we must tell you that we received your letter. We will also tell you if we have already corrected the error.
2. Within 90 days of receiving your letter, we must either correct the error or explain to you why we believe the bill is correct.

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

- We cannot try to collect the amount in question, or report you as delinquent on that amount.
- The charge in question may remain on your statement, and we may continue to charge you interest on that amount.
- While you do not have to pay the amount in question, you are responsible for the remainder of your balance.
- We can apply any unpaid amount against your credit limit.

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

*If we made a mistake:* You will not have to pay the amount in question or any interest or other fees related to that amount.

*If we do not believe there was a mistake:* You will have to pay the amount in question, along with applicable interest and fees. We will send you a statement of the amount you owe and the date payment is due. We may then report you as delinquent if you do not pay the amount we think you owe.

If you receive our explanation but still believe your bill is wrong, you must write to us within 10 days telling us that you still refuse to pay. If you do so, we cannot report you as delinquent without also reporting that you are questioning your bill. We must tell you the name of anyone to whom we reported you as delinquent, and we must let those organizations know when the matter has been settled between us.

If we do not follow all of the rules above, you do not have to pay the first $50.00 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 $50.00. (Note: Neither of these are necessary if your purchase was based on an advertisement we mailed to you, or if we own or operate the company that sold you the goods or services.)
2. You must have used your credit card for the purchase. Purchases made with cash advances from an ATM or with a check that accesses your credit card account do not qualify.
3. You must not yet have fully paid for the purchase.

If all of the criteria above are met and you are still dissatisfied with the purchase, contact us in writing at the Billing Inquiries address shown on your statement.

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

## ***Rewards Program Supplement***

This document ("Supplement") describes the terms and conditions of the Credit One Bank Cash Back Rewards Program ("Program") and supplements the Card Agreement that governs your credit card account issued by Credit One Bank, N.A. (the "Account"). By using the Account, you agree to participate in the Program. Your participation is subject to the terms of the Card Agreement, including the arbitration agreement, if applicable, and this Supplement. In the event of a conflict between the Card Agreement and this Supplement, with respect to matters relating to the Program, this Supplement controls.

**Earning Cash Back Rewards:** You earn 1% cash back rewards for purchases using your Account minus returns, refunds, disputed charges and fraudulent transactions ("Net Purchases").

You do not earn cash back rewards on Cash Advances, Balance Transfers, Peer to Peer cash-like transactions (such as Venmo, Cash App, Zelle, and other similar merchants and services), interest, fees, and other charges. If your Account is in default, as defined in your Card Agreement, at the time the cash back rewards are to be posted to your Account, you WILL NOT receive the applicable credit. Cash back rewards have no cash value; however, when redeemed in accordance with the Program have a redemption value. See "**Redeeming Cash Back Rewards**" below. Cash back rewards may not be transferred to any other person including through such events as inheritance, bankruptcy, or divorce.

Earning and accruing cash back rewards is not limited as long as your Account is in good standing, and you may have a negative cash back rewards balance (because of returns and other post transaction actions). If your Account has a negative cash back rewards balance, any newly earned cash back rewards will be used to offset that negative balance until that balance has been brought to zero. As long as your Account is in good standing, your cash back rewards do not expire. Cash back rewards are forfeited 90 days after your Account is closed by you or us. If we find evidence of misuse, fraud or the Account is in default, as defined in your Card Agreement, no redemptions of your cash back rewards, automatic or manual, will be permitted; provided that if your Account is closed because of nonpayment, you will have 90 days to redeem any cash back rewards from the date the notice is sent to you. See "**Redeeming Cash Back Rewards**." Cash back rewards from separate accounts cannot be combined. Authorized Users earn cash back rewards on the Account, but only the primary Cardholder may redeem cash back rewards.

**Redeeming Cash Back Rewards:** Cash back rewards may be redeemed automatically ("Automatic Redemption") only for statement credits; or redeemed manually ("Manual Redemption"), for statement credits, gift cards, or other goods or services. You can switch between Automatic and Manual Redemption, but in order to do so, you must have an online Account that you can access via CreditOneBank.com or the Credit One Bank Mobile App. All cash back rewards redemptions are subject to terms and conditions set forth in this Supplement and at https://www.creditonebank.com/RewardsRedemptionTerms.

- Manual Redemption: Upon Account opening, your Account will be set to Manual Redemption. Cash back rewards will post to your Account within thirty-seven days after a Net Purchase posts to your Account. The amount of cash back rewards you need to redeem for consumer goods and services will be determined at redemption and may change without notice. The most up-to-date amount of cash back rewards you have available to redeem (which reflects any adjustments, transfers, or redemptions) is available online or by calling the customer service number and may differ from the available cash back rewards shown on your last monthly billing statement.
- Automatic Redemption: Cash back rewards may be redeemed automatically as statement credits. To do so, you must change your redemption setting from Manual Redemption to Automatic Redemption. If you switch from Manual to Automatic Redemption, any cash back reward balance accrued while your Account has a Manual Redemption setting will be applied to your Account as a statement credit in any month your redemption setting is set to Automatic Redemption as of 3:00 p.m. Central Time on the first day of the month. We will post a statement credit to your Account within thirty-seven days after the end of the month based on the Net Purchases posted to your Account from the first day to the last day of the current month. You will receive an automatic rewards credit on each statement that has at least one Net Purchase.

**Feedback:** If you send or transmit any communications, comments, questions, suggestions, or related materials, whether by letter, e-mail, telephone, or otherwise ("Feedback"), suggesting or recommending changes to the Program or how cash back rewards are fulfilled, including, without limitation, new features or functionality, you grant us and any of our vendors a perpetual right to use the Feedback for our own and their own, respective internal business purposes. Further, we, our service providers, vendors, and any subcontractors disclaim any liability to you for any such use of Feedback for our or their own, respective internal business purpose.

**Consumer Goods/Services Disclaimer: BY PARTICIPATING IN THE PROGRAM, YOU ACKNOWLEDGE AND AGREE THAT CREDIT ONE BANK AND ITS VENDORS ARE ONLY PROVIDING THE PROGRAM TO EARN AND REDEEM CASH BACK REWARDS AND NOT PROVIDING CONSUMER GOODS OR SERVICES. CREDIT ONE BANK AND ITS VENDORS ARE NOT INVOLVED IN WARRANTING ANY CONSUMER GOODS OR SERVICES WHICH YOU MAY ACQUIRE UTILIZING THE PROGRAM AND REDEMPTION SERVICES. CREDIT ONE BANK AND ITS VENDORS DO NOT MAKE, AND AFFIRMATIVELY DISCLAIM, ANY AND ALL WARRANTIES, EXPRESS OR IMPLIED, WITH RESPECT TO SUCH CONSUMER GOODS OR SERVICES, INCLUDING WITHOUT LIMITATION, ANY WARRANTY OF MERCHANTABILITY, SUITABILITY FOR A PARTICULAR PURPOSE, OR AGAINST INFRINGEMENT. WARRANTIES FOR CONSUMER GOODS AND SERVICES ARE LIMITED TO THE APPLICABLE THIRD-PARTY SUPPLIER'S WARRANTIES AND RETURN POLICIES. BY PARTICIPATING IN THE PROGRAM, YOU ACKNOWLEDGE AND AGREE TO LOOK SOLELY TO THE APPLICABLE MERCHANT PROVIDING THE CONSUMER GOODS AND/OR SERVICES REDEEMED OR PURCHASED BY YOU UTILIZING THE PROGRAM FOR ANY WARRANTY, REMEDY, OBLIGATION AND/OR LIABILITY WITH RESPECT TO SUCH CONSUMER PRODUCTS AND/ OR SERVICES. BY PARTICIPATING IN THE PROGRAM, YOU RELEASE CREDIT ONE BANK AND ITS VENDORS FROM ANY AND ALL LIABILITY WITH RESPECT TO SUCH CONSUMER GOODS AND SERVICES.**

**Information Disclaimer: IN THE COURSE OF PROVIDING THE PROGRAM AND REDEMPTION SERVICE FOR CONSUMER GOODS AND/OR SERVICES, CREDIT ONE BANK AND/ OR ITS VENDORS MAY INTEGRATE WITH THIRD-PARTY SUPPLIERS SELECTED OR CHANGED BY CREDIT ONE BANK AND/OR ITS VENDORS, IN THEIR SOLE DISCRETION, FOR THE FULFILLMENT OF SUCH CONSUMER GOODS AND/OR SERVICES REDEEMED OR PURCHASED UTILIZING THE PROGRAM. IN ORDER TO FACILITATE FULFILLMENT OF THE CONSUMER GOODS AND SERVICES WITH THE THIRD-PARTY SUPPLIERS, CREDIT ONE BANK AND/OR ITS VENDORS MAY SEND YOUR REQUIRED PERSONAL AND OTHER INFORMATION (WHICH CAN INCLUDE, BUT IS NOT LIMITED TO FIRST NAME, LAST NAME, SHIPPING ADDRESS, PHONE NUMBER AND EMAIL ADDRESS) TO THIRD-PARTY SUPPLIERS TO FACILITATE THE PURCHASE OR REDEMPTION. BY PARTICIPATING IN THE PROGRAM AND REDEEMING CASH BACK REWARDS FOR CONSUMER GOODS OR SERVICES, YOU THEREFORE AGREE THAT CREDIT ONE BANK AND ITS VENDORS WILL NOT BE HELD RESPONSIBLE AND YOU HEREBY RELEASE CREDIT ONE BANK AND ITS VENDORS FROM ANY LIABILITY FOR YOUR INFORMATION AFTER IT IS INPUT INTO THE REDEMPTION FULFILLMENT SERVICES, FOR THE EXCLUSIVE BENEFIT OF, AND USE BY, THE THIRD-PARTY SUPPLIER, BY YOU AND CORRECTLY TRANSMITTED TO THE THIRD-PARTY SUPPLIER FOR ORDER FULFILLMENT. AFTER YOUR INFORMATION IS PLACED INTO THE REDEMPTION FULFILLMENT SERVICE, YOUR INFORMATION SHALL BE SUBJECT TO THE PRIVACY POLICY AND TERMS OF SUCH THIRD-PARTY SUPPLIER.**

**Program Restrictions:** Cash back rewards posted as a statement credit will reduce the balance on your Account but will not count as payments. You will still be required to pay at least the Minimum Payment Due as shown on your billing statement each month. You WILL NOT earn cash back rewards for Purchases made while your Account is in default as defined within your Card Agreement. This Program excludes Accounts already enrolled in a different Credit One Bank cash back or other rewards program.

**Changes:** The Program may be changed (added to, modified, or deleted) by us at any time. We will give you prior notice to the extent required by law. Any revision may affect your ability to earn or redeem cash back rewards.

**Termination:** We may suspend or terminate the Program or your participation in the Program at any time and will give you prior notice to the extent required by law. If we suspend or terminate the Program or your participation in the Program, you will have 90 days to redeem any cash back rewards from the date the notice is sent to you. See "**Redeeming Cash Back Rewards**."

**Limited Liability:** Unless otherwise required by law, this Program, or our Card Agreement with you, we will not be liable to you or anyone making a claim on your behalf, in connection with: (1) any change or termination of the Program; (2) any loss, damage, expense or inconvenience caused by any occurrence outside of our control; (3) any taxes that you incur as a result of receiving cash back rewards, payment of which taxes will be your responsibility; (4) any merchandise or services you purchase, or for any direct, indirect or consequential damages with respect to the use of your Account. In any event, any liability that Credit One Bank may have to you in connection with the Program shall be limited to the amount of any cash back rewards you have earned in this Program. The Program and cash back rewards are void or limited where prohibited or restricted, respectively, by federal, state, or local law.

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# *CARD AGREEMENT*

## ***Pricing Summary***

| Interest Rates and Interest Charges | |
|---|---|
| **ANNUAL PERCENTAGE RATE (APR) for Purchases** | **29.74%**<br>This APR will vary with the market based on the Prime Rate. |
| **ANNUAL PERCENTAGE RATE (APR) for Balance Transfers** | **29.74%**<br>This APR will vary with the market based on the Prime Rate. |
| **ANNUAL PERCENTAGE RATE (APR) for Cash Advances** | **31.74%**<br>This APR will vary with the market based on the Prime Rate. |
| **Paying Interest** | Your due date is at least 24 days after the close of each billing cycle. We will not charge you any interest on Purchases if you pay your entire balance by the due date each month. We will begin charging interest on Cash Advances and Balance Transfers from the posting date. |
| **Minimum Interest Charge** | If you are charged interest, the charge will be no less than $1.00. |
| **For Credit Card Tips from the Consumer Financial Protection Bureau** | **To learn more about factors to consider when applying for or using a credit card, visit the website of the Consumer Financial Protection Bureau at http:// www.consumerfinance.gov/learnmore.** |
| **Fees** | |
| **Annual Fee** | **$0** |
| **Transaction Fees**<br>• Cash Advance<br>• Balance Transfer<br>• Foreign Transaction | <br>Either **$10** or **5%** of the amount of each Cash Advance, whichever is greater.<br>Either **$10** or **5%** of the amount of each Balance Transfer, whichever is greater.<br>None |
| **Penalty Fees**<br>• Late Payment<br>• Returned Payment | <br>Up to **$39***<br>Up to **$39**** |

**How We Will Calculate Your Balance:** We use a method called "average daily balance (including new Purchases)." See your Card Agreement for more details.

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

***Late Payment Fee:** We will charge the maximum safe harbor amount, which is set annually in accordance with 12 C.F.R 1026.52(b)(1)(ii)(D). Currently the fee is $29, unless you incurred a Late Payment Fee during the prior six billing cycles. If you did, the fee is currently $39. This fee will not exceed

the related Minimum Payment that was due. We charge a Late Payment Fee to your Account if at least the Amount Due This Period (less any Late Payment Fee for the current billing cycle) plus any Past Due Amount is not received by 5:00 p.m. PT on the Payment Due Date shown on your statement.

****Returned Payment Fee:** We will charge the maximum safe harbor amount, which is set annually in accordance with 12 C.F.R 1026.52(b)(1)(ii)(D). If a payment is not honored upon first presentment, even if the payment is later honored, a Returned Payment Fee will be charged to your Account. Currently, the fee is $29, unless you incurred a Returned Payment Fee in the prior six billing cycles. If you did, the fee is currently $39. This fee will not exceed the related Minimum Payment that was due.

**Additional Rate Information:** The Purchase and Balance Transfer APR equals the Prime Rate plus a margin of 22.99%. This corresponds to a monthly periodic rate of 2.47833%. The Cash Advance APR equals the Prime Rate plus a margin of 24.99%. This corresponds to a monthly periodic rate of 2.64500%.

**Minimum Payments:** 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 the sum of:

- 5% of your outstanding balance, rounded up to the next whole dollar, or $30, whichever is greater;
- any Late Payment Fee for the current billing cycle;
- and any Past Due Amount (excluding any past due Late Payment Fees).

## ***The Agreement***

This Agreement, together with the Pricing Summary, is your contract with us.

**Accepting this Agreement:** You accept this Agreement when you use the Account. You may still reject this Agreement if you have not yet used the Card, used the Account, or paid a fee after receiving a billing statement. To reject the Agreement, call us at 866-515-5721 or write us at Bank Card Center, P.O. Box 95516, Las Vegas, NV 89193-5516. If you reject the Agreement, you are not responsible for any fees or charges.

**Arbitration:** This Agreement includes an Arbitration Provision with class action and jury trial waivers. You can reject the Arbitration Provision. See "How to REJECT this agreement to arbitrate" in the Arbitration section. If you do not, it will be part of this Agreement.

**Promise to Pay:** You agree to pay us for all amounts due on your Account, including credit for Purchases, Balance Transfers, and Cash Advances, as well as interest charges and fees. This includes charges made by Additional Cardholders and other Authorized Users.

## ***Definitions***

**Account** means the Credit One Bank card account under this Agreement.

**Authorized User** means any person you allow to use your Account or Card, including Additional Cardholders. If the Authorized User has been issued a Card and you want to terminate the Authorized User, you must notify us by telephone or in writing.

**Balance Transfer** means a transaction we designate that allows you to use your Account to pay another creditor or yourself. Balance Transfers cannot be used to pay us or our affiliates. A Balance Transfer will be subject to the terms of the Balance Transfer offer and this Agreement.

**Card** refers to one or more cards or access devices, including your Account number, that we give you or someone else with your authorization to get credit under this Agreement.

**Cardholder** refers to each person with a card issued in their name.

**Cash Advance** means the use of your Account to obtain funds at a financial institution or the use of a Convenience Check.

**Convenience Check** means a check we issue to you to take a Cash Advance. You may not use these checks to pay us or our affiliates.

**Purchase** means the use of the Account to obtain goods or services.

**Prime Rate** means the highest U.S. Prime Rate in the Money Rates section of The Wall Street Journal on the 25th day of the month, or the next day if that day is not a publication day. If The Wall Street Journal does not publish the U.S. Prime Rate, we may substitute another index.

**we**, **us**, **our**, and **Credit One Bank** refer to Credit One Bank, N.A., the issuer of your Card.

**you**, and **your** refer to each person who has applied for the Account and where appropriate, the Authorized User.

## ***Features and Use of Your Account***

**Using Your Card:** You may make Purchases wherever the Card is accepted. You may use the Account to obtain Cash Advances, but you may not make more than two Cash Advance transactions per day which may not exceed the lower of your available credit for cash or $200. You may use the Account for only personal, family, or household purposes, and if your Account is used for any other purpose you are still responsible for such use. You may not use the Account for business or commercial purposes. The Account may not be used for online or internet gambling or illegal purposes.

**Your Credit Limit:** We will tell you your credit limit. Keep your Account balance below your credit limit. If you do not, you must still pay us. We may designate part of your credit limit as a Cash Advance limit and part as a Balance Transfer limit. We may change your credit limit(s) at any time, without notice. You may use a portion of your credit limit for Cash Advances and Balance Transfers. Each Purchase, Cash Advance, and Balance Transfer obtained will reduce the amount of available credit under your credit limit until it is repaid. We may delay increasing your available credit by the amount of any payment that we receive for up to 12 calendar days.

**Credit Limit Increase:** To request a credit limit increase contact the Customer Service number on your statement. We may impose a fee for processing the request.

**Credit Authorizations:** We may decline to authorize a transaction for any reason. We will not be liable to you if we decline a transaction or if anyone refuses any use of your Card.

**Automatic Billing:** You may set up automatic billing with a merchant. You authorize us to provide an updated Account number or Card expiration date to any merchant at our discretion. Contact the merchant to stop automatic billing.

**Joint Accounts:** If this is a joint account, each of you is responsible individually and together for all amounts owed. Each of you is responsible even if the Account is used by only one of you. You will continue to be liable for the entire balance of the Account, even if your co-applicant is ordered by a court to pay us. You will remain liable to us if your co-applicant fails to pay as ordered by the court. Your Account status will continue to be reported to the credit reporting agencies under each of your names. The delivery of notices or billing statements to either of you serves as delivery to each of you. We may rely on instructions given by either of you. We are not liable to either of you for relying upon such instructions.

**Electronic Access:** Applications (apps) on electronic devices (such as mobile wallets) can store your Card and can be used to get credit under this Agreement. Such transactions are covered by this Agreement. Apps may have separate terms of use. We are not responsible if you violate those terms or for any consequences from violating those terms.

**Additional Cardholder:** At your request, we may, at our discretion, issue, in the name of another person, an additional Card on your Account. That person is an Additional Cardholder, as well as an Authorized User. An Additional Cardholder has access to certain Account information including balance, available credit and payment information. If you advise us that the Additional Cardholder is your spouse, information regarding the Account will be provided to consumer reporting agencies in your name as well as in the name of the Additional Cardholder. By requesting that we add an Additional Cardholder to your Account, you represent that you (1) have the consent of the Additional Cardholder to be added to the Account, (2) have provided a copy of this Agreement to the Additional Cardholder, and (3) if the Additional Cardholder is your spouse, you have told the Additional Cardholder that Credit One Bank will furnish credit information about them to the credit reporting agencies in connection with the Account. The Additional Cardholder may report the Card lost or stolen and may remove him or herself from the Account.

## ***Interest Rates and Interest Changes***

**Annual Percentage Rates (APRs):** See the Pricing Summary for your APRs. The APR for Balance Transfers will be the same as the APR for standard Purchases, unless a promotional rate applies.

**Variable Rates:** Your Pricing Summary indicates whether you have any variable APRs. Variable APRs are determined by adding to the Prime Rate the number of percentage points ("margin") specified in the Pricing Summary. Variable APRs will increase or decrease when the Prime Rate changes. The APR change will take effect beginning with billing cycles that end on or after the first day of the month after the month in which the Prime Rate changes. An increase in the APR will increase your interest charges and may increase your Minimum Payment Due.

**Average Daily Balance Method (including new transactions):** We calculate interest each billing cycle by first figuring the "average daily balance" for each type of balance. Standard Purchases, standard Cash Advances, standard Balance Transfers, and each promotional offer, are all types of balances.

For each type of balance, for each billing cycle, we start with the balance on the last day of your previous billing cycle. We subtract any unpaid interest. This is the beginning balance each day. Each day of the billing cycle we subtract any new payments and credits applied to that type of balance. We add any new transactions and fees for that type of balance. We add Purchases, Cash Advances, and Balance Transfers on the post date. We add transaction fees on promotional rate and non-promotional rate Balance Transfers to the same type of balance as the transaction. We add all other fees to the standard Purchase balance. This gives us the daily balance for that type of balance, except that if the daily balance is negative, we treat it as zero. We then add up all of the daily balances and divide by the number of days in the billing cycle. This gives us the "average daily balance" for that type of balance. We multiply the average daily balance by the applicable monthly periodic rate (the APR divided by 12). This gives us the interest charged for that type of balance for that billing cycle. This interest is included in the Account balance on the last day of the billing cycle. The results for all types of balances are then added together to determine the total interest charged that billing cycle.

**When Interest Begins:** We begin to impose interest on a transaction or fee from the day we add it to the daily balance. We continue to impose interest 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 billing statement by the Payment Due Date shown on that billing statement, we will not impose interest on new Purchases paid by the Payment Due Date on your current billing statement. The Payment Due Date will be at least 24 days after the close of the billing cycle. If you have been paying your Account balance in full and thereby avoiding interest on Purchases, but then do not pay the next New Statement Balance in full by the Payment Due Date, in that billing cycle we will start charging interest on the unpaid portion of your balance.

## ***Fees***

See the Pricing Summary for additional Fee information.

**Annual Fee:** If your Account is subject to an Annual Fee, the amount and when it is billed is shown on the Pricing Summary. The Annual Fee is billed to the Account until the Account is closed and the outstanding balance is paid in full. The Annual Fee is refundable as long as you cancel your Account and have not used your card for any Purchases, Cash Advances, or Balance Transfers and you have not made a payment.

**Credit Limit Increase Fee:** If a fee is imposed for processing a Credit Limit increase request, we will tell you the amount of the fee at the time of your request and before you agree to it.

**Foreign Transaction Fee:** We add this fee, unless "None" is stated in the Pricing Summary table, for each purchase made outside the U.S. (A purchase is made outside the U.S. unless it is made with a U.S. merchant, processed completely in the U.S., and in U.S. dollars.) The fee is a percentage of the U.S. dollar amount of the purchase. American Express charges a foreign currency conversion fee of 1% of the amount of the transaction in U.S. dollars. This fee is included as part of the Foreign Transaction Fee listed in the Pricing Summary.

**Optional Express Payment Service Fee:** If a representative of ours helps expedite your payment, we may impose an Express Payment fee. You will be informed of the amount of the fee before you complete the transaction.

**Duplicate Statement Fee:** If you request a duplicate copy of a monthly statement, for any purpose other than to assert a billing error, you will be charged a fee of up to $10 for each statement copy requested.

**Sales Slip Request Fee:** If you request a copy of a sales slip, for any purpose other than to resolve a dispute about the charges on your Account, you will be charged a fee of $6 for each sales slip copy requested.

**Replacement Card Fee:** If you request a replacement card, a Replacement Card Fee of up to $25 may be charged to your Account.

## ***Payments***

**Minimum Payment Due:** See the Pricing Summary for the minimum payment requirements.

**Small Balances:** As it is uneconomical for both you and us to process payments or maintain credits that are $1 or less in amount, you agree as follows: (1) In any billing cycle in which you have had no transactions and your New Balance on the billing date is $1 or less, the balance will be rounded to zero and you will not receive a bill for this amount. (2) In the event that you have a credit balance of $1 or less for two consecutive billing cycles, the balance will be rounded to zero and you will not receive a refund of this amount.

**Payment Instructions:** You must pay us in U.S. dollars, in funds on deposit in the U.S. 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.

**Irregular Payments:** Any payment submitted in offer of settlement of a disputed debt, including any item containing a notation such as "paid in full," and any other item with a restrictive endorsement, must be sent to: Credit One Bank, P.O. Box 95516, Las Vegas, NV 89193-5516. We can accept late payments, partial payments, and checks or other items with restrictive endorsements at any other address without losing any of our rights under this Agreement.

**Postdated Checks:** You agree that we need not examine any payment check to confirm that it is not postdated and that we may deposit any postdated check on the day we receive it.

**Payment Allocation:** We apply payments up to the Minimum Payment Due and credits at our discretion, which may result in balances at lower APRs being paid first and higher interest charges. Payments over the Minimum Payment Due will be applied to balances with higher APRs first.

## ***Collecting, Sharing, and Updating Information***

**Customer Privacy:** We send you our Privacy Policy when you open your Account and thereafter in accordance with applicable law. 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. You accept the terms of our Privacy Policy when you use the Account. Contact us or visit CreditOne.com if you would like a copy.

**Information About You:** You authorize us to obtain and/or use information about you from third parties and credit reporting agencies to: (1) verify your identity and/or conduct investigative inquiries; (2) determine your income and credit eligibility; (3) review your Account and provide renewal of credit; (4) verify your current credit standing in order to present future credit limit increases or decreases; (5) qualify you for and present additional lines of credit or other offers; and (6) collect amounts owing on your Account. Upon request, we will tell you the name and address of any credit reporting agency that provided us with information concerning you.

**Furnishing Information:** We may furnish information concerning your Account or credit file to consumer reporting agencies and others who may properly receive that information. If you believe that information we furnished is inaccurate or incomplete, please write us at Credit One Bank, P. O. Box 98873, Las Vegas, NV 89193-8873. Please include your name, address, home phone number and Account number.

**Telephone Calls, Text Messages and Emails Regarding Your Account:** You are providing express written permission and consent authorizing Credit One Bank and our agents, servicers, contractors, subsidiaries, affiliates, officers, and other partners and employees to contact you at any phone number (including mobile, cellular/wireless, or similar devices) or email address you provide at any time, for any lawful purpose. The ways in which we may contact you include live operator, dialing system, automatic telephone dialing systems (auto-dialer), prerecorded and artificial voice message, text/SMS message or email. Phone numbers and email addresses you provide include those you give to us, those from which you, or someone acting on your behalf, contact us or which we obtain through other means. If you provide a phone number for which you are not the owner, you confirm you are authorized to provide that number. Such lawful purposes include, but are not limited to: obtaining information; activation of the card for verification and identification purposes; account transactions or servicing related matters; suspected fraud or identity theft; collection on the Account; and providing information about special products and services. You agree to pay any fee(s) or charge(s) that you may incur for incoming communications from us or outgoing communications to us, to or from any such number or email address, without reimbursement from us.

**Communication Revocation:** You may revoke your authorization for most communications. However, you cannot revoke authorization for fraud related communications or legally required communications. To change your communication preferences or to revoke consent you must write us. Please:

- include your name, mailing address, and the last four digits of your Account number;
- specify whether you are changing your preferences regarding mail, telephone calls, emails, and/or text or SMS messages;
- provide the specific phone number(s) and/or email address for which you are requesting communications to cease;
- send this written notice to: Credit One Bank, P.O. Box 98873, Las Vegas, NV 89193-8873.

Certain communication preferences can be changed on-line. Please log in to your Account to see if that option is available.

**Telephone Monitoring:** You agree that we (and our servicers, agents and contractors) may monitor and record any calls between you and us.

**Updating Your Phone Number:** Notify us immediately if you change mobile or cell phone numbers or plan to give your phone to someone else. It is your responsibility to provide us with a true, accurate and complete mobile number and to maintain and update promptly any changes in this information. You can update your mobile number by calling us at the phone number on the back of your Card.

**Indemnification:** If you provide telephone number(s) for which you are not the subscriber, or fail to notify us when you cease to be the subscriber for a telephone number you previously gave us, you agree to indemnify us, our subsidiaries, affiliates, officers, agents, servicers, contractors, and other partners and employees for any costs and expenses, including reasonable attorneys' fees, incurred as a result of us contacting or attempting to contact you at the number(s). Your obligation under this paragraph shall survive termination of the Agreement.

## *Account Closure*

**Default:** You are in default under this Agreement if (1) bankruptcy or another insolvency proceeding is filed by or against you; (2) we reasonably believe you are unable or unwilling to repay us; (3) you die or are legally incompetent or incapacitated; (4) you fail to comply with the terms of this Agreement, including failing to make a required payment when due, exceeding your credit limit or using your Card or Account for an illegal transaction; (5) you give us misleading, false, incomplete or incorrect information or fail to give us any information we deem necessary; or (6) if you no longer permanently reside in the United States or its territories. If you are in default, we may declare the entire Account balance immediately due and payable without advance 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.

**Closing Your Account:** You may close your Account at any time. You will remain responsible for any amount you owe us under this Agreement. Any joint Cardholder may cancel a joint Account. However, both of you will remain responsible for paying all amounts owed. If your Account is subject to an Annual Fee, the fee will continue to be charged until you pay your outstanding balance in full.

We may cancel, suspend or not renew your Card, Account, or access to the credit line at any time and for any reason without notice. If your Account is closed by us, the Annual Fee will continue to be charged until you pay your outstanding balance in full.

However, when your Account is closed, if there is: (1) a debit balance of $1 or less, that balance will be rounded to zero and you will not be required to pay this amount; or (2) a credit balance of $1 or less, that balance will be rounded to zero and this amount will not be refunded to you. The rounding to zero may occur after your closing statement cycles, and you may not receive a statement reflecting the rounding.

## *Arbitration Agreement*

**PLEASE READ CAREFULLY—IMPORTANT—AFFECTS YOUR LEGAL RIGHTS**

This agreement to arbitrate provides that you or we can require controversies or disputes between us to be resolved by BINDING ARBITRATION. You have the right to REJECT this agreement to arbitrate by using the procedure explained below.

If you do not reject this agreement to arbitrate, you GIVE UP YOUR RIGHT TO GO TO COURT and controversies or disputes between us will be resolved by a NEUTRAL ARBITRATOR INSTEAD OF A JUDGE OR JURY, using rules that are simpler and more limited than in a court. Arbitrator decisions are subject to VERY LIMITED REVIEW BY A COURT. Arbitration will proceed INDIVIDUALLY— CLASS ACTIONS AND SIMILAR PROCEDURES WILL NOT BE AVAILABLE TO YOU.

**Agreement to Arbitrate:** You and we agree that either you or we may, without the other's consent, require that controversies or disputes between you and us (all of which are called "Claims"), be submitted to mandatory, binding arbitration. This agreement to arbitrate is made pursuant to a transaction involving interstate commerce, and shall be governed by, and enforceable under, the Federal Arbitration Act (the "FAA"), 9 U.S.C. §1 et seq., and (to the extent State law is applicable), the laws of the State of Nevada.

For purposes of this agreement to arbitrate, "you" includes you, any co-applicant, any Authorized User (including Additional Cardholders), or anyone else connected with you or claiming through you; and "we" or "us" includes Credit One Bank, N.A., all of its parents, subsidiaries, affiliates, successors, predecessors, employees, and related persons or entities, and all third parties who are regarded as agents or representatives of us in connection with the subject matter of the claim or dispute at issue.

**Covered Claims:** Claims subject to arbitration include, but are not limited to, any controversies or disputes arising from or relating in any way to your Account; any transactions involving your Account; any disclosures made to you concerning your Account; any interest, charges, or fees assessed on your Account; any service(s) or programs related to your Account; and, if permitted by the rules of the arbitration forum, any collection of debt related

to your Account. Claims also include controversies or disputes arising from or relating in any way to advertising, solicitations, or any application for, approval of, or establishment of your Account. Claims subject to arbitration include any controversies or disputes based on any theory of law, whether contract, tort, statute, regulation, common law, or equity, or whether they seek legal or equitable remedies. All Claims are subject to arbitration whether they arose in the past, may currently exist, or may arise in the future. Arbitration will apply even if your Account is closed, you pay us in full any outstanding debt you owe, or you file for bankruptcy. Also, controversies or disputes about the validity, enforceability, coverage, meaning, or scope of this agreement to arbitrate or any part thereof are subject to arbitration and are for the arbitrator to decide. Any questions about what Claims are subject to arbitration shall be resolved by interpreting this agreement to arbitrate in the broadest way the law will allow it to be enforced.

**Claims Not Covered:** Claims (whether brought initially or by counter or cross-claim) are not subject to arbitration if they are filed by you or us in a small claims court, so long as the case remains in such court and only individual claims for relief are advanced in the case.

**No Class Arbitration or Consolidation or Joinder of Parties:** Class actions and other similar procedures in which individuals seek to represent similarly situated individuals or seek relief on behalf of the general public, and consolidation or joinder of Claims (except for claimants on the same account), are NOT available under this agreement to arbitrate. Claims in arbitration will proceed on an INDIVIDUAL basis only:

> UNLESS YOU REJECT THIS AGREEMENT TO ARBITRATE, YOU AND WE WAIVE THE RIGHT TO ASSERT OR PARTICIPATE IN A CLASS ACTION OR ANY REPRESENTATIVE OR CONSOLIDATED PROCEEDING IN COURT OR IN ARBITRATION.

The arbitrator shall have no authority to entertain any Claim as a class action or private attorney general action or on any other similar representative basis, nor shall the arbitrator have any authority to consolidate or join Claims brought by separate claimants (except for claimants on the same account). This also means that the arbitrator 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.†

†**Notice to California Account Holders:** This agreement to arbitrate shall not be construed to prevent you from seeking in the arbitration the remedy of public injunctive relief if (a) you reside in California, (b) you resided in California at the time you entered into this agreement to arbitrate, or (iii) the billing address for your Account is a California address (hereafter, "California Account Holder").

**Initiation of Arbitration:** The arbitration shall be administered by the American Arbitration Association ("AAA") before a single arbitrator under the AAA's Consumer Arbitration Rules, or by a mutually agreeable administrator, before a single arbitrator, as modified by this arbitration provision. Information about the arbitration process for AAA can be obtained from the AAA at www.adr.org. The arbitrator shall be selected from the AAA (or mutually agreeable administrator) panel of neutrals then active on the roster maintained by the AAA (or mutually agreeable administrator) office located in the city of or nearest to your billing address and, unless otherwise mutually agreed, the arbitrator shall be a retired federal judge, a retired state appellate judge, a retired state trial judge, or a lawyer with at least 15 years of experience in that order of preference.

In the event that the AAA or mutually agreeable administrator is unable or unwilling 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).

**Arbitration Procedures and Applicable Law; Offer of Settlement:** Unlike a lawsuit in state or federal court, arbitration is conducted by a private organization that specializes in alternative dispute resolution. Disputes in arbitration are decided by a neutral arbitrator instead of a judge or jury. You may represent yourself in arbitration, or you may be represented by a lawyer.

Under this agreement to arbitrate, a single arbitrator designated by the arbitration administrator will decide the Claim under applicable law. The arbitrator is bound by the terms of this agreement to arbitrate. The AAA or mutually agreeable administrator will apply its code of procedures in effect at the time the arbitration claim is filed. If there is a conflict between that code of procedures and this arbitration provision and/or any sections of this Card Agreement, this arbitration provision and/or this Card Agreement will control. The arbitrator will honor all claims of privilege recognized by law. Subject to the prohibition on class, representative, and consolidation procedures set forth above, the arbitrator will have the power to award to a party any damages or other relief (including relief in equity) provided for under applicable law. That is, a party will be entitled to recover in arbitration any damages or other relief that it could recover if it prevailed in a court proceeding. An arbitrator's award shall consist of a written statement setting forth the disposition of each Claim. At the request of any party, the arbitrator shall also set forth a written explanation of the essential findings and conclusions on which the award is based. An arbitration award shall decide the rights and obligations only of the parties named in the arbitration, and shall not have any bearing on another person or dispute.

If your Claim is for $10,000 or less, you may choose whether the arbitration will be conducted solely on the basis of documents, in a telephonic hearing, or in an in-person hearing.

Any in-person hearing will take place in the federal judicial district that includes your billing address at the time the Claim is filed, unless the parties agree to a different place.

**The Arbitrator's Decision:** The arbitrator's decision will be final and binding on the parties. A party can file a written appeal to the arbitration administrator within thirty (30) days after an award is issued. The appeal will proceed before a panel of three neutral arbitrators designated by the same arbitration administrator. The panel will decide anew all factual and legal issues, following the same rules of procedure, by majority vote any aspect of the original decision objected to. The costs of such an appeal will be borne in accordance with the below paragraph entitled "Fees and Costs". Any review by a court shall be governed by the Federal Arbitration Act. Any final arbitration award will be binding on the named parties and enforceable by any court having jurisdiction.

**Fees and Costs:** We will pay any costs that are required to be paid by us under the arbitration administrator's rules of procedure. If you file the arbitration, you will pay your share of the initial filing fee, unless you seek and qualify for a fee waiver under the applicable rules of the arbitration administrator. The party filing an appeal shall be responsible for all filing fees and costs of the appeal unless prohibited by administrator's rules of procedure. All parties are responsible for their own attorney's fees, expert fees and any other expenses, unless the arbitrator awards such fees or expenses to you or us if allowed by applicable law.

**Other Parties Subject to this Agreement to Arbitrate:** In addition to you and us, the rights and duties described in this agreement to arbitrate apply to: any third party co-defendant of a claim subject to this arbitration provision; all joint account holders, Additional Cardholders, and Authorized Users of your Account(s).

**How to REJECT this Agreement to Arbitrate:** You can reject this agreement to arbitrate but only if we receive from you a written notice of rejection within 45 days after it was first provided to you. To reject this agreement to arbitrate you must send the notice of rejection to: Credit One Bank, Attention: Arbitration Opt Out, P. O. Box 98873, Las Vegas, NV 89193-8873. Rejection notices sent to any other address will not be accepted or effective. If you decide to reject this agreement to arbitrate in writing, your notice must state that you reject this agreement to arbitrate and include your name, address, account number, and personal signature. Rejection of arbitration will not affect your other rights or responsibilities under this Card Agreement.

**Survival, Severability, and Amendment of Terms:**
*Survival.* This agreement to arbitrate shall survive changes in the Agreement and termination of the Account or the relationship between you and us, including the bankruptcy of any party and any transfer or sale of your Account, or amounts owed on your Account, to another person or entity.
*Severability.* If any part or parts of your agreement to arbitrate are declared unenforceable, then such specific part or parts shall be of no force or effect and shall be severed, but the remainder of this agreement to arbitrate shall continue in full force and effect. If, however, the entire agreement to arbitrate or your waiver of the right to bring or participate in a class or representative action or in consolidation procedures is unenforceable, then the agreement to arbitrate shall be of no force or effect. Notwithstanding the preceding sentence, with respect to California Account Holders, if arbitration is unenforceable, in whole or in part, you and we agree to resolve any Claim by a judicial reference proceeding as described above.
*Amendment in Writing Only.* This agreement to arbitrate may not be amended, severed, or waived, except as expressly provided in the Agreement or in a written agreement between you and us.

## *Other Information*

**Transactions in Foreign Currencies:** If you make a transaction at a merchant that settles in a currency other than U.S. dollars, American Express will convert that charge into a U.S. Dollar amount. That conversion will be done at a rate selected by American Express from the range of rates available in wholesale currency markets for the applicable central processing date, which rate may vary from the rate American Express itself receives, or the government-mandated rate in effect for the applicable central processing date. The currency conversion rate used on the processing date may differ from the rate that would have been used on the purchase date or on the date the transaction is posted to your Account. You agree to pay the converted amount, including any charges for the conversion that may be imposed as described above.

**Changes to Your Agreement:** The rates, fees and terms of this Agreement may change and we may add or delete any term to this Agreement, consistent with applicable law. We will give you advance written notice of these changes and a right to reject the change, if required by law.

**Unauthorized Use:** Notify us immediately if your Card is lost or stolen or you suspect that someone is using your Card or Account without your permission.

**Assignment:** We may assign any or all of our rights and obligations under this Agreement. You may not assign any of your rights or obligations under this Agreement.

**No Waiver:** We will not lose our rights under this Agreement because we delay or do not enforce them.

**Governing Law:** This Agreement is governed by and interpreted in accordance with the laws applicable to national banks, and, where no such laws apply, by the laws of the State of Nevada, excluding the conflicts of law provisions thereof, regardless of your state of residence.

**Conformance with Law; Severability:** If any part of this Agreement conflicts with applicable law, that provision will be considered modified to conform to applicable law. If any part of this Agreement is invalid, the rest shall remain in effect, except as otherwise noted in the Arbitration Provision.

## ***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 the Billing Inquiries address on the statement.

In your letter, give us the following information:

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

You must contact us:

- Within 60 days after the error appeared on your statement.
- At least 3 business days before an automated payment is scheduled, if you want to stop payment on the amount you think is wrong.

You must notify us of any potential errors in writing. You may call us, but if you do we are not required to investigate any potential errors and you may have to pay the amount in question.

**What Will Happen After We Receive Your Letter**

When we receive your letter, we must do two things:

1. Within 30 days of receiving your letter, we must tell you that we received your letter. We will also tell you if we have already corrected the error.
2. Within 90 days of receiving your letter, we must either correct the error or explain to you why we believe the bill is correct.

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

- We cannot try to collect the amount in question, or report you as delinquent on that amount.
- The charge in question may remain on your statement, and we may continue to charge you interest on that amount.
- While you do not have to pay the amount in question, you are responsible for the remainder of your balance.
- We can apply any unpaid amount against your credit limit.

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

*If we made a mistake:* You will not have to pay the amount in question or any interest or other fees related to that amount.

*If we do not believe there was a mistake:* You will have to pay the amount in question, along with applicable interest and fees. We will send you a statement of the amount you owe and the date payment is due. We may then report you as delinquent if you do not pay the amount we think you owe.

If you receive our explanation but still believe your bill is wrong, you must write to us within 10 days telling us that you still refuse to pay. If you do so, we cannot report you as delinquent without also reporting that you are questioning your bill. We must tell you the name of anyone to whom we reported you as delinquent, and we must let those organizations know when the matter has been settled between us.

If we do not follow all of the rules above, you do not have to pay the first $50.00 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 $50.00. (Note: Neither of these are necessary if your purchase was based on an advertisement we mailed to you, or if we own or operate the company that sold you the goods or services.)
2. You must have used your credit card for the purchase. Purchases made with cash advances from an ATM or with a check that accesses your credit card account do not qualify.
3. You must not yet have fully paid for the purchase.

If all of the criteria above are met and you are still dissatisfied with the purchase, contact us in writing at the Billing Inquiries address shown on your statement.

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

## ***Rewards Program Supplement***

This document ("Supplement") describes the terms and conditions of the Credit One Bank Cash Back Rewards Program ("Program") and supplements the Card Agreement that governs your credit card account issued by Credit One Bank, N.A. (the "Account"). By using the Account, you agree to participate in the Program. Your participation is subject to the terms of the Card Agreement, including the arbitration agreement, if applicable, and this Supplement. In the event of a conflict between the Card Agreement and this Supplement, with respect to matters relating to the Program, this Supplement controls.

**Earning Cash Back Rewards:** You earn 1% cash back rewards for purchases using your Account minus returns, refunds, disputed charges and fraudulent transactions ("Net Purchases").

You do not earn cash back rewards on Cash Advances, Balance Transfers, Peer to Peer cash-like transactions (such as Venmo, Cash App, Zelle, and other similar merchants and services), interest, fees, and other charges. If your Account is in default, as defined in your Card Agreement, at the time the cash back rewards are to be posted to your Account, you WILL NOT receive the applicable credit. Cash back rewards have no cash value; however, when redeemed in accordance with the Program have a redemption value. See "**Redeeming Cash Back Rewards**" below. Cash back rewards may not be transferred to any other person including through such events as inheritance, bankruptcy, or divorce.

Earning and accruing cash back rewards is not limited as long as your Account is in good standing, and you may have a negative cash back rewards balance (because of returns and other post transaction actions). If your Account has a negative cash back rewards balance, any newly earned cash back rewards will be used to offset that negative balance until that balance has been brought to zero. As long as your Account is in good standing, your cash back rewards do not expire. Cash back rewards are forfeited 90 days after your Account is closed by you or us. If we find evidence of misuse, fraud or the Account is in default, as defined in your Card Agreement, no redemptions of your cash back rewards, automatic or manual, will be permitted; provided that if your Account is closed because of nonpayment, you will have 90 days to redeem any cash back rewards from the date the notice is sent to you. See "**Redeeming Cash Back Rewards**." Cash back rewards from separate accounts cannot be combined. Authorized Users earn cash back rewards on the Account, but only the primary Cardholder may redeem cash back rewards.

**Redeeming Cash Back Rewards:** Cash back rewards may be redeemed automatically ("Automatic Redemption") only for statement credits; or redeemed manually ("Manual Redemption"), for statement credits, gift cards, or other goods or services. You can switch between Automatic and Manual Redemption, but in order to do so, you must have an online Account that you can access via CreditOneBank.com or the Credit One Bank Mobile App. All cash back rewards redemptions are subject to terms and conditions set forth in this Supplement and at https://www.creditonebank.com/RewardsRedemptionTerms.

- Manual Redemption: Upon Account opening, your Account will be set to Manual Redemption. Cash back rewards will post to your Account within thirty-seven days after a Net Purchase posts to your Account. The amount of cash back rewards you need to redeem for consumer goods and services will be determined at redemption and may change without notice. The most up-to-date amount of cash back rewards you have available to redeem (which reflects any adjustments, transfers, or redemptions) is available online or by calling the customer service number and may differ from the available cash back rewards shown on your last monthly billing statement.
- Automatic Redemption: Cash back rewards may be redeemed automatically as statement credits. To do so, you must change your redemption setting from Manual Redemption to Automatic Redemption. If you switch from Manual to Automatic Redemption, any cash back reward balance accrued while your Account has a Manual Redemption setting will be applied to your Account as a statement credit in any month your redemption setting is set to Automatic Redemption as of 3:00 p.m. Central Time on the first day of the month. We will post a statement credit to your Account within thirty-seven days after the end of the month based on the Net Purchases posted to your Account from the first day to the last day of the current month. You will receive an automatic rewards credit on each statement that has at least one Net Purchase.

**Feedback:** If you send or transmit any communications, comments, questions, suggestions, or related materials, whether by letter, e-mail, telephone, or otherwise ("Feedback"), suggesting or recommending changes to the Program or how cash back rewards are fulfilled, including, without limitation, new features or functionality, you grant us and any of our vendors a perpetual right to use the Feedback for our own and their own, respective internal business purposes. Further, we, our service providers, vendors, and any subcontractors disclaim any liability to you for any such use of Feedback for our or their own, respective internal business purpose.

**Consumer Goods/Services Disclaimer: BY PARTICIPATING IN THE PROGRAM, YOU ACKNOWLEDGE AND AGREE THAT CREDIT ONE BANK AND ITS VENDORS ARE ONLY PROVIDING THE PROGRAM TO EARN AND REDEEM CASH BACK REWARDS AND NOT PROVIDING CONSUMER GOODS OR SERVICES. CREDIT ONE BANK AND ITS VENDORS ARE NOT INVOLVED IN WARRANTING ANY CONSUMER GOODS OR SERVICES WHICH YOU MAY ACQUIRE UTILIZING THE PROGRAM AND REDEMPTION SERVICES. CREDIT ONE BANK AND ITS VENDORS DO NOT MAKE, AND AFFIRMATIVELY DISCLAIM, ANY AND ALL WARRANTIES, EXPRESS OR IMPLIED, WITH RESPECT TO SUCH CONSUMER GOODS OR SERVICES, INCLUDING WITHOUT LIMITATION, ANY WARRANTY OF MERCHANTABILITY, SUITABILITY FOR A PARTICULAR PURPOSE, OR AGAINST INFRINGEMENT. WARRANTIES FOR CONSUMER GOODS AND SERVICES ARE LIMITED TO THE APPLICABLE THIRD-PARTY SUPPLIER'S WARRANTIES AND RETURN POLICIES. BY PARTICIPATING IN THE PROGRAM, YOU ACKNOWLEDGE AND AGREE TO LOOK SOLELY TO THE APPLICABLE MERCHANT PROVIDING THE CONSUMER GOODS AND/OR SERVICES REDEEMED OR PURCHASED BY YOU UTILIZING THE PROGRAM FOR ANY WARRANTY, REMEDY, OBLIGATION AND/OR LIABILITY WITH RESPECT TO SUCH CONSUMER PRODUCTS AND/ OR SERVICES. BY PARTICIPATING IN THE PROGRAM, YOU RELEASE CREDIT ONE BANK AND ITS VENDORS FROM ANY AND ALL LIABILITY WITH RESPECT TO SUCH CONSUMER GOODS AND SERVICES.**

**Information Disclaimer: IN THE COURSE OF PROVIDING THE PROGRAM AND REDEMPTION SERVICE FOR CONSUMER GOODS AND/OR SERVICES, CREDIT ONE BANK AND/ OR ITS VENDORS MAY INTEGRATE WITH THIRD-PARTY SUPPLIERS SELECTED OR CHANGED BY CREDIT ONE BANK AND/OR ITS VENDORS, IN THEIR SOLE DISCRETION, FOR THE FULFILLMENT OF SUCH CONSUMER GOODS AND/OR SERVICES REDEEMED OR PURCHASED UTILIZING THE PROGRAM. IN ORDER TO FACILITATE FULFILLMENT OF THE CONSUMER GOODS AND SERVICES WITH THE THIRD-PARTY SUPPLIERS, CREDIT ONE BANK AND/OR ITS VENDORS MAY SEND YOUR REQUIRED PERSONAL AND OTHER INFORMATION (WHICH CAN INCLUDE, BUT IS NOT LIMITED TO FIRST NAME, LAST NAME, SHIPPING ADDRESS, PHONE NUMBER AND EMAIL ADDRESS) TO THIRD-PARTY SUPPLIERS TO FACILITATE THE PURCHASE OR REDEMPTION. BY PARTICIPATING IN THE PROGRAM AND REDEEMING CASH BACK REWARDS FOR CONSUMER GOODS OR SERVICES, YOU THEREFORE AGREE THAT CREDIT ONE BANK AND ITS VENDORS WILL NOT BE HELD RESPONSIBLE AND YOU HEREBY RELEASE CREDIT ONE BANK AND ITS VENDORS FROM ANY LIABILITY FOR YOUR INFORMATION AFTER IT IS INPUT INTO THE REDEMPTION FULFILLMENT SERVICES, FOR THE EXCLUSIVE BENEFIT OF, AND USE BY, THE THIRD-PARTY SUPPLIER, BY YOU AND CORRECTLY TRANSMITTED TO THE THIRD-PARTY SUPPLIER FOR ORDER FULFILLMENT. AFTER YOUR INFORMATION IS PLACED INTO THE REDEMPTION FULFILLMENT SERVICE, YOUR INFORMATION SHALL BE SUBJECT TO THE PRIVACY POLICY AND TERMS OF SUCH THIRD-PARTY SUPPLIER.**

**Program Restrictions:** Cash back rewards posted as a statement credit will reduce the balance on your Account but will not count as payments. You will still be required to pay at least the Minimum Payment Due as shown on your billing statement each month. You WILL NOT earn cash back rewards for Purchases made while your Account is in default as defined within your Card Agreement. This Program excludes Accounts already enrolled in a different Credit One Bank cash back or other rewards program.

**Changes:** The Program may be changed (added to, modified, or deleted) by us at any time. We will give you prior notice to the extent required by law. Any revision may affect your ability to earn or redeem cash back rewards.

**Termination:** We may suspend or terminate the Program or your participation in the Program at any time and will give you prior notice to the extent required by law. If we suspend or terminate the Program or your participation in the Program, you will have 90 days to redeem any cash back rewards from the date the notice is sent to you. See "**Redeeming Cash Back Rewards**."

**Limited Liability:** Unless otherwise required by law, this Program, or our Card Agreement with you, we will not be liable to you or anyone making a claim on your behalf, in connection with: (1) any change or termination of the Program; (2) any loss, damage, expense or inconvenience caused by any occurrence outside of our control; (3) any taxes that you incur as a result of receiving cash back rewards, payment of which taxes will be your responsibility; (4) any merchandise or services you purchase, or for any direct, indirect or consequential damages with respect to the use of your Account. In any event, any liability that Credit One Bank may have to you in connection with the Program shall be limited to the amount of any cash back rewards you have earned in this Program. The Program and cash back rewards are void or limited where prohibited or restricted, respectively, by federal, state, or local law.

American Express is a federally registered service mark of American Express. This credit card program is issued and administered by Credit One Bank, N.A., pursuant to a license from American Express.

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# *CARD AGREEMENT (FOR SECURED CARD)*

## ***Pricing Summary***

| Interest Rates and Interest Charges | |
|---|---|
| **ANNUAL PERCENTAGE RATE (APR) for Purchases** | **29.74%**<br>This APR will vary with the market based on the Prime Rate. |
| **ANNUAL PERCENTAGE RATE (APR) for Balance Transfers** | **29.74%**<br>This APR will vary with the market based on the Prime Rate. |
| **ANNUAL PERCENTAGE RATE (APR) for Cash Advances** | **31.74%**<br>This APR will vary with the market based on the Prime Rate. |
| **Paying Interest** | Your due date is at least 24 days after the close of each billing cycle. We will not charge you any interest on Purchases if you pay your entire balance by the due date each month. We will begin charging interest on Cash Advances and Balance Transfers from the posting date. |
| **Minimum Interest Charge** | If you are charged interest, the charge will be no less than $1.00. |
| **For Credit Card Tips from the Consumer Financial Protection Bureau** | **To learn more about factors to consider when applying for or using a credit card, visit the website of the Consumer Financial Protection Bureau at http://www.consumerfinance.gov/learnmore.** |
| **Fees** | |
| **Annual Fee** | **$0** |
| **Transaction Fees**<br>• Balance Transfer<br>• Cash Advance<br>• Foreign Transaction | <br>Either **$5** or **8%** of the amount of each Balance Transfer, whichever is greater.<br>Either **$5** or **8%** of the amount of each Cash Advance, whichever is greater.<br>Either **$1** or **3%** of the amount of each purchase in U.S. dollars, whichever is greater. |
| **Penalty Fees**<br>• Late Payment<br>• Returned Payment | <br>Up to **$39***<br>Up to **$39**** |

**How We Will Calculate Your Balance:** We use a method called "average daily balance (including new Purchases)." See your Card Agreement for more details.

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

***Late Payment Fee:** We will charge the maximum safe harbor amount, which is set annually in accordance with 12 C.F.R 1026.52(b)(1)(ii)(D). Currently the fee is $29, unless you incurred a Late Payment Fee during the prior six billing cycles. If you did, the fee is currently $39. This fee will not exceed

the related Minimum Payment that was due. We charge a Late Payment Fee to your Account if at least the Amount Due This Period (less any Late Payment Fee for the current billing cycle) plus any Past Due Amount is not received by 5:00 p.m. PT on the Payment Due Date shown on your statement.

****Returned Payment Fee:** We will charge the maximum safe harbor amount, which is set annually in accordance with 12 C.F.R 1026.52(b)(1)(ii)(D). If a payment is not honored upon first presentment, even if the payment is later honored, a Returned Payment Fee will be charged to your Account. Currently, the fee is $29, unless you incurred a Returned Payment Fee in the prior six billing cycles. If you did, the fee is currently $39. This fee will not exceed the related Minimum Payment that was due.

**Additional Rate Information:** The Purchase and Balance Transfer APR equals the Prime Rate plus a margin of 22.99%. This corresponds to a monthly periodic rate of 2.47833%. The Cash Advance APR equals the Prime Rate plus a margin of 24.99%. This corresponds to a monthly periodic rate of 2.64500%.

**Minimum Payments:** 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 the sum of:

- 5% of your outstanding balance, rounded up to the next whole dollar, or $30, whichever is greater;
- any Late Payment Fee for the current billing cycle;
- and any Past Due Amount (excluding any past due Late Payment Fees).

## ***The Card Agreement and Agreement***

This Card Agreement, together with the "Deposit Agreement", "Security Agreement for Deposit Account", and "Pricing Summary" (collectively "Agreement"), is your contract with Credit One Bank and governs the terms of your savings deposit account and the credit card it secures ("Secured Card") with us. Please read it carefully. You should save a copy of this Agreement.

**Accepting this Agreement:** By submitting your application, opening an Account with us, or continuing to use your Account, you acknowledge that you have read, understand, and agree to be bound by the terms of this Agreement and all applicable disclosures. You may still reject this Agreement if you have not yet used the Card, used the Account, or paid a fee after receiving a billing statement. To reject the Agreement, call us at 866-515-5721 or write us at Bank Card Center, P.O. Box 95516, Las Vegas, NV 89193-5516. If you reject the Agreement, you are not responsible for any fees or charges.

**Arbitration: This Agreement includes an arbitration provision with class action and jury trial waivers. You can reject the arbitration provision**. See "How to REJECT this Agreement to Arbitrate" in the Arbitration Agreement section. If you do not, it will be part of this Agreement.

**Promise to Pay:** You agree to pay us for all amounts due on your Account, including credit for Purchases, Balance Transfers, and Cash Advances, as well as interest charges and fees. This includes charges made by Additional Cardholders and other Authorized Users.

## ***Definitions***

**Account** means the Credit One Bank card account under this Agreement.

**Authorized User** means any person you allow to use your Account or Card, including Additional Cardholders. If the Authorized User has been issued a Card and you want to terminate the Authorized User, you must notify us by telephone or in writing.

**Balance Transfer** means a transaction we designate that allows you to use your Account to pay another creditor or yourself. Balance Transfers cannot be used to pay us or our affiliates. A Balance Transfer will be subject to the terms of the Balance Transfer offer and this Agreement.

**Card** refers to one or more cards or access devices, including your Account number, that we give you or someone else with your authorization to get credit under this Agreement.

**Cardholder** refers to each person with a card issued in their name.

**Cash Advance** means the use of your Account to obtain funds at a financial institution or the use of a Convenience Check.

**Convenience Check** means a check we issue to you to take a Cash Advance. You may not use these checks to pay us or our affiliates.

**Deposit Account** has the meaning given to it in the Deposit Agreement.

**Purchase** means the use of the Account to obtain goods or services.

**Prime Rate** means the highest U.S. Prime Rate in the Money Rates section of The Wall Street Journal on the 25th day of the month, or the next day if that day is not a publication day. If The Wall Street Journal does not publish the U.S. Prime Rate, we may substitute another index.

**we**, **us**, **our**, and **Credit One Bank** refer to Credit One Bank, N.A., the issuer of your Card.

**you**, and **your** in this Card Agreement refer to each person who has applied for the Account and where appropriate, the Authorized User.

## ***Features and Use of Your Account***

**Using Your Card:** You may make Purchases wherever the Card is accepted. You may use the Account to obtain Cash Advances, but you may not make more than two Cash Advance transactions per day which may not exceed the lower of your available credit for cash or $200. You may use the Account only for personal, family, or household purposes, and if your Account is used for any other purpose you are still responsible for such use. You may not use the Account for business or commercial purposes. The Account may not be used for online or internet gambling or illegal purposes.

**Your Credit Limit:** We will tell you your credit limit. Keep your Account balance below your credit limit. If you do not, you must still pay us. We may designate part of your credit limit as a Cash Advance limit and part as a Balance Transfer limit. We may change your credit limit(s) at any time, without notice. You may use a portion of your credit limit for Cash Advances and Balance Transfers. Each Purchase, Cash Advance, and Balance Transfer obtained will reduce the amount of available credit under your credit limit until it is repaid. We may delay increasing your available credit by the amount of any payment that we receive for up to 12 calendar days.

**Credit Limit Increase:** To request a credit limit increase contact the Customer Service number on your statement. We may impose a fee for processing the request. We may allow you to increase the credit limit on your Account by depositing additional funds to your Deposit Account in the amount of the requested increase. See the "Secured Credit Limit Increases**" section** in the "Deposit Agreement" for additional information.

**Credit Authorizations:** We may decline to authorize a transaction for any reason. We will not be liable to you if we decline a transaction or if anyone refuses any use of your Card.

**Automatic Billing:** You may set up automatic billing with a merchant. You authorize us to provide an updated Account number or Card expiration date to any merchant at our discretion. Contact the merchant to stop automatic billing.

**Joint Accounts:** If this is a joint account, each of you is responsible individually and together for all amounts owed. Each of you is responsible even if the Account is used by only one of you. You will continue to be liable for the entire balance of the Account, even if your co-applicant is ordered by a court to pay us. You will remain liable to us if your co-applicant fails to pay as ordered by the court. Your Account status will continue to be reported to the credit reporting agencies under each of your names. The delivery of notices or billing statements to either of you serves as delivery to each of you. We may rely on instructions given by either of you. We are not liable to either of you for relying upon such instructions.

**Electronic Access:** Applications (apps) on electronic devices (such as mobile wallets) can store your Card or Account number and can be used to get credit under this Agreement. Such transactions are covered by this Agreement. Apps may have separate terms of use. We are not responsible if you violate those terms or for any consequences from violating those terms.

**Additional Cardholder:** At your request, we may, at our discretion, issue, in the name of another person, an additional Card on your Account. That person is an Additional Cardholder, as well as an Authorized User. An Additional Cardholder has access to certain Account information including balance, available credit and payment information. If you advise us that the Additional Cardholder is your spouse, information regarding the Account will be provided to consumer reporting agencies in your name as well as in the name of the Additional Cardholder. By requesting that we add an Additional Cardholder to your Account, you represent that you (1) have the consent of the Additional Cardholder to be added to the Account, (2) have provided a copy of this Agreement to the Additional Cardholder, and (3) if the Additional Cardholder is your spouse, you have told the Additional Cardholder that Credit One Bank will furnish credit information about them to the credit reporting agencies in connection with the Account. The Additional Cardholder may report the Card lost or stolen and may remove him or herself from the Account.

## ***Interest Rates and Interest Changes***

**Annual Percentage Rates (APRs):** See the Pricing Summary for your APRs. The APR for Balance Transfers will be the same as the APR for standard Purchases, unless a promotional rate applies.

**Variable Rates:** Your Pricing Summary indicates whether you have any variable APRs. Variable APRs are determined by adding to the Prime Rate the number of percentage points ("margin") specified in the Pricing Summary. Variable APRs will increase or decrease when the Prime Rate changes.

The APR change will take effect beginning with billing cycles that end on or after the first day of the month after the month in which the Prime Rate changes. An increase in the APR will increase your interest charges and may increase your Minimum Payment Due.

**Average Daily Balance Method (including new transactions):** We calculate interest each billing cycle by first figuring the "average daily balance" for each type of balance. Standard Purchases, standard Cash Advances, standard Balance Transfers, and each promotional offer, are all types of balances.

For each type of balance, for each billing cycle, we start with the balance on the last day of your previous billing cycle. We then subtract any unpaid interest. This is the beginning balance each day. Each day of the billing cycle we subtract any new payments and credits applied to that type of balance. We add any new transactions and fees for that type of balance. We add Purchases, Cash Advances, and Balance Transfers on the post date. We add transaction fees on promotional rate and non-promotional rate Balance Transfers to the same type of balance as the transaction. We add all other fees to the standard Purchase balance. This gives us the daily balance for that type of balance, except that if the daily balance is negative, we treat it as zero. We then add up all of the daily balances and divide by the number of days in the billing cycle. This gives us the "average daily balance" for that type of balance. We multiply the average daily balance by the applicable monthly periodic rate (the APR divided by 12). This gives us the interest charged for that type of balance for that billing cycle. This interest is included in the Account balance on the last day of the billing cycle. The results for all types of balances are then added together to determine the total interest charged that billing cycle.

**When Interest Begins:** We begin to impose interest on a transaction or fee from the day we add it to the daily balance. We continue to impose interest 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 billing statement by the Payment Due Date shown on that billing statement, we will not impose interest on new Purchases paid by the Payment Due Date on your current billing statement. The Payment Due Date will be at least 24 days after the close of the billing cycle. If you have been paying your Account balance in full and thereby avoiding interest on Purchases, but then do not pay the New Balance on your next statement in full by the Payment Due Date, in that billing cycle we will start charging interest on the unpaid portion of your balance.

## ***Fees***

See the Pricing Summary for additional Fee information.

**Annual Fee:** If your Account is subject to an Annual Fee, the amount and when it is billed is shown on the Pricing Summary. The Annual Fee is billed to the Account until the Account is closed and the outstanding balance is paid in full. The Annual Fee is refundable as long as you cancel your Account and have not used your card for any Purchases, Cash Advances, or Balance Transfers and you have not made a payment.

**Credit Limit Increase Fee:** If a fee is imposed for processing a credit limit increase request, we will tell you the amount of the fee at the time of your request and before you agree to it.

**Foreign Transaction Fee:** We add this fee, unless "None" is stated in the Pricing Summary table, for each purchase made outside the U.S. (A purchase is made outside the U.S. unless it is made with a U.S. merchant, processed completely in the U.S., and in U.S. dollars.) The fee is a percentage of the U.S. dollar amount of the purchase.

**Optional Express Payment Service Fee:** If a representative of ours helps expedite your payment, we may impose an Express Payment fee. You will be informed of the amount of the fee before you complete the transaction.

**Duplicate Statement Fee:** If you request a duplicate copy of a monthly statement, for any purpose other than to assert a billing error, you will be charged a fee of up to $10 for each statement copy requested.

**Sales Slip Request Fee:** If you request a copy of a sales slip, for any purpose other than to resolve a dispute about the charges on your Account, you will be charged a fee of $6 for each sales slip copy requested.

**Replacement Card Fee:** If you request a replacement card, a Replacement Card Fee of up to $25 may be charged to your Account.

## ***Payments***

**Minimum Payment Due:** See the Pricing Summary for the minimum payment requirements.

**Small Balances:** As it is uneconomical for both you and us to process payments or maintain credits that are $1 or less in amount, you agree as follows: (1) In any billing cycle in which you have had no transactions and your New Balance on the billing date is $1 or less, the balance will be rounded to

zero and you will not receive a bill for this amount. (2) In the event that you have a credit balance of $1 or less for two consecutive billing cycles, the balance will be rounded to zero and you will not receive a refund of this amount.

**Payment Instructions:** You must pay us in U.S. dollars, in funds on deposit in the U.S. 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.

**Irregular Payments:** Any payment submitted in offer of settlement of a disputed debt, including any item containing a notation such as "paid in full," and any other item with a restrictive endorsement, must be sent to: Credit One Bank, P.O. Box 95516, Las Vegas, NV 89193-5516. We can accept late payments, partial payments, and checks or other items with restrictive endorsements at any other address without losing any of our rights under this Agreement.

**Postdated Checks:** You agree that we need not examine any payment check to confirm that it is not postdated and that we may deposit any postdated check on the day we receive it.

**Payment Allocation:** We apply payments up to the Minimum Payment Due and credits at our discretion, which may result in balances at lower APRs being paid first and higher interest charges. Payments over the Minimum Payment Due will be applied to balances with higher APRs first.

## ***Collecting, Sharing, and Updating Information***

**Customer Privacy:** We send you our Privacy Policy when you open your Account and thereafter in accordance with applicable law. 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. You accept the terms of our Privacy Policy when you use the Account. Contact us or visit CreditOne.com if you would like a copy.

**Information About You:** You authorize us to obtain and/or use information about you from third parties and credit reporting agencies to: (1) verify your identity and/or conduct investigative inquiries; (2) determine your income and credit eligibility; (3) review your Account and provide renewal of credit; (4) verify your current credit standing in order to present future credit limit increases or decreases; (5) qualify you for and present additional lines of credit or other offers; and (6) collect amounts owing on your Account. Upon request, we will tell you the name and address of any credit reporting agency that provided us with information concerning you.

**Furnishing Information:** We may furnish information concerning your Account or credit file to consumer reporting agencies and others who may properly receive that information. If you believe that information we furnished is inaccurate or incomplete, please write us at Credit One Bank, P. O. Box 98873, Las Vegas, NV 89193-8873. Please include your name, address, home phone number and Account number.

**Telephone Calls, Text Messages and Emails Regarding Your Account:** You are providing express written permission and consent authorizing Credit One Bank and our agents, servicers, contractors, subsidiaries, affiliates, officers, and other partners and employees to contact you at any phone number (including mobile, cellular/wireless, or similar devices) or email address you provide at any time, for any lawful purpose. The ways in which we may contact you include live operator, dialing system, automatic telephone dialing systems (auto-dialer), prerecorded and artificial voice message, text/SMS message or email. Phone numbers and email addresses you provide include those you give to us, those from which you, or someone acting on your behalf, contact us or which we obtain through other means. If you provide a phone number for which you are not the owner, you confirm you are authorized to provide that number. Such lawful purposes include, but are not limited to: obtaining information; activation of the card for verification and identification purposes; account transactions or servicing related matters; suspected fraud or identity theft; collection on the Account; and providing information about special products and services. You agree to pay any fee(s) or charge(s) that you may incur for incoming communications from us or outgoing communications to us, to or from any such number or email address, without reimbursement from us.

**Communication Revocation:** You may revoke your authorization for most communications. However, you cannot revoke authorization for fraud related communications or legally required communications. To change your communication preferences or to revoke consent you must write us. Please:

- include your name, mailing address, and the last four digits of your Account number;
- specify whether you are changing your preferences regarding mail, telephone calls, emails, and/or text or SMS messages;
- provide the specific phone number(s) and/or email address for which you are requesting communications to cease; and
- send this written notice to: Credit One Bank, P.O. Box 98873, Las Vegas, NV 89193-8873.

Certain communication preferences can be changed on-line. Please log in to your Account to see if that option is available.

**Telephone Monitoring:** You agree that we (and our servicers, agents and contractors) may monitor and record any calls between you and us (and our servicers, agents and contractors).

**Updating Your Phone Number:** Notify us immediately if you change mobile or cell phone numbers or plan to give your phone to someone else. It is your responsibility to provide us with a true, accurate and complete mobile number and to maintain and update promptly any changes in this information. You can update your mobile number by calling us at the phone number on the back of your Card.

**Indemnification:** If you provide telephone number(s) for which you are not the subscriber, or fail to notify us when you cease to be the subscriber for a telephone number you previously gave us, you agree to indemnify us, our subsidiaries, affiliates, officers, agents, servicers, contractors, and other partners and employees for any costs and expenses, including reasonable attorneys' fees, incurred as a result of us contacting or attempting to contact you at the number(s). Your obligation under this section shall survive termination of the Agreement.

## *Account Closure*

**Default:** You are in default under this Agreement if (1) bankruptcy or another insolvency proceeding is filed by or against you; (2) we reasonably believe you are unable or unwilling to repay us; (3) you die or are legally incompetent or incapacitated; (4) you fail to comply with the terms of this Agreement, including failing to make a required payment when due, exceeding your credit limit or using your Card or Account for an illegal transaction; (5) you give us misleading, false, incomplete or incorrect information or fail to give us any information we deem necessary; or (6) if you no longer permanently reside in the United States or its territories. If you are in default, we may declare the entire Account balance immediately due and payable without advance 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.

**Closing Your Account:** You may close your Account at any time. You will remain responsible for any amount you owe us under this Agreement. Any joint Cardholder may cancel a joint Account. However, both of you will remain responsible for paying all amounts owed. If your Account is subject to an Annual Fee, the fee will continue to be charged until you pay your outstanding balance in full.

We may cancel, suspend or not renew your Card, Account, or access to the credit line at any time and for any reason without notice. If your Account is closed by us and you have a balance, the Annual Fee will continue to be charged until you pay your outstanding balance in full.

However, when your Account is closed, if there is: (1) a debit balance of $1 or less, that balance will be rounded to zero and you will not be required to pay this amount; or (2) a credit balance of $1 or less, that balance will be rounded to zero and this amount will not be refunded to you. The rounding to zero may occur after your closing statement cycles, and you may not receive a statement reflecting the rounding.

## *Arbitration Agreement*

**PLEASE READ CAREFULLY—IMPORTANT—AFFECTS YOUR LEGAL RIGHTS**

This agreement to arbitrate provides that you or we can require controversies or disputes between us to be resolved by BINDING ARBITRATION. You have the right to REJECT this agreement to arbitrate by using the procedure explained below.

If you do not reject this agreement to arbitrate, you GIVE UP YOUR RIGHT TO GO TO COURT and controversies or disputes between us will be resolved by a NEUTRAL ARBITRATOR INSTEAD OF A JUDGE OR JURY, using rules that are simpler and more limited than in a court. Arbitrator decisions are subject to VERY LIMITED REVIEW BY A COURT. Arbitration will proceed INDIVIDUALLY— CLASS ACTIONS AND SIMILAR PROCEDURES WILL NOT BE AVAILABLE TO YOU.

**Agreement to Arbitrate:** You and we agree that either you or we may, without the other's consent, require that controversies or disputes between you and us (all of which are called "Claims"), be submitted to mandatory, binding arbitration. This agreement to arbitrate is made pursuant to a transaction involving interstate commerce, and shall be governed by, and enforceable under, the Federal Arbitration Act (the "FAA"), 9 U.S.C. §1 et seq., and (to the extent State law is applicable), the laws of the State of Nevada.

For purposes of this agreement to arbitrate, "you" includes you, any co-applicant, any Authorized User (including Additional Cardholders), or anyone else connected with you or claiming through you; and "we" or "us" includes Credit One Bank, N.A., all of its parents, subsidiaries, affiliates, successors, predecessors, employees, and related persons or entities, and all third parties who are regarded as agents, independent contractors or representatives of us in connection with the subject matter of the claim or dispute at issue.

**Covered Claims:** Claims subject to arbitration include, but are not limited to, any controversies or disputes arising from or relating in any way to your Account; any transactions involving your Account; any disclosures made to you concerning your Account; any interest, charges, or fees assessed on your Account; any service(s) or programs related to your Account; and, if permitted by the rules of the arbitration forum, any collection of debt related

to your Account. Claims also include controversies or disputes arising from or relating in any way to advertising, solicitations, or any application for, approval of, or establishment of your Account. Claims subject to arbitration include any controversies or disputes based on any theory of law, whether contract, tort, statute, regulation, common law, or equity, or whether they seek legal or equitable remedies. All Claims are subject to arbitration whether they arose in the past, may currently exist, or may arise in the future. Arbitration will apply even if your Account is closed, you pay us in full any outstanding debt you owe, we no longer own your Account or you file for bankruptcy. Also, controversies or disputes about the validity, enforceability, coverage, meaning, or scope of this agreement to arbitrate or any part thereof are subject to arbitration and are for the arbitrator to decide. Any questions about what Claims are subject to arbitration shall be resolved by interpreting this agreement to arbitrate in the broadest way the law will allow it to be enforced.

**Claims Not Covered:** Claims (whether brought initially or by counter or cross-claim) are not subject to arbitration if they are filed by you or us in a small claims court, so long as the case remains in such court and only individual claims for relief are advanced in the case.

**No Class Arbitration or Consolidation or Joinder of Parties:** Class actions and other similar procedures in which individuals seek to represent similarly situated individuals or seek relief on behalf of the general public, and consolidation or joinder of Claims (except for claimants on the same account), are NOT available under this agreement to arbitrate. Claims in arbitration will proceed on an INDIVIDUAL basis only:

> UNLESS YOU REJECT THIS AGREEMENT TO ARBITRATE, YOU AND WE WAIVE THE RIGHT TO ASSERT OR PARTICIPATE IN A CLASS ACTION OR ANY REPRESENTATIVE OR CONSOLIDATED PROCEEDING IN COURT OR IN ARBITRATION.

The arbitrator shall have no authority to entertain any Claim as a class action or private attorney general action or on any other similar representative basis, nor shall the arbitrator have any authority to consolidate or join Claims brought by separate claimants (except for claimants on the same account). This also means that the arbitrator 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.†

†**Notice to California Account Holders:** This agreement to arbitrate shall not be construed to prevent you from seeking in the arbitration the remedy of public injunctive relief if (a) you reside in California, (b) you resided in California at the time you entered into this agreement to arbitrate, or (c) the billing address for your Account is a California address (hereafter, "California Account Holder").

**Initiation of Arbitration:** The arbitration shall be administered by the American Arbitration Association ("AAA") before a single arbitrator under the AAA's Consumer Arbitration Rules, or by a mutually agreeable administrator, before a single arbitrator, as modified by this arbitration provision. Information about the arbitration process for AAA can be obtained from the AAA at www.adr.org. The arbitrator shall be selected from the AAA (or mutually agreeable administrator) panel of neutrals then active on the roster maintained by the AAA (or mutually agreeable administrator) office located in the city of or nearest to your billing address and, unless otherwise mutually agreed, the arbitrator shall be a retired federal judge, a retired state appellate judge, a retired state trial judge, or a lawyer with at least 15 years of experience in that order of preference.

In the event that the AAA or mutually agreeable administrator is unable or unwilling 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).

**Arbitration Procedures and Applicable Law; Offer of Settlement:** Unlike a lawsuit in state or federal court, arbitration is conducted by a private organization that specializes in alternative dispute resolution. Disputes in arbitration are decided by a neutral arbitrator instead of a judge or jury. You may represent yourself in arbitration, or you may be represented by a lawyer.

Under this agreement to arbitrate, a single arbitrator designated by the arbitration administrator will decide the Claim under applicable law. The arbitrator is bound by the terms of this agreement to arbitrate. The AAA or mutually agreeable administrator will apply its code of procedures in effect at the time the arbitration claim is filed. If there is a conflict between that code of procedures and this arbitration provision and/or any sections of this Card Agreement, this arbitration provision and/or this Card Agreement will control. The arbitrator will honor all claims of privilege recognized by law. Subject to the prohibition on class, representative, and consolidation procedures set forth above, the arbitrator will have the power to award to a party any damages or other relief (including relief in equity) provided for under applicable law. That is, a party will be entitled to recover in arbitration any damages or other relief that it could recover if it prevailed in a court proceeding. An arbitrator's award shall consist of a written statement setting forth the disposition of each Claim. At the request of any party, the arbitrator shall also set forth a written explanation of the essential findings and conclusions on which the award is based. An arbitration award shall decide the rights and obligations only of the parties named in the arbitration, and shall not have any bearing on another person or dispute.

If your Claim is for $10,000 or less, you may choose whether the arbitration will be conducted solely on the basis of documents, in a telephonic hearing, or in an in-person hearing.

Any in-person hearing will take place in the federal judicial district that includes your billing address at the time the Claim is filed, unless the parties agree to a different place.

**The Arbitrator's Decision:** The arbitrator's decision will be final and binding on the parties. A party can file a written appeal to the arbitration administrator within thirty (30) days after an award is issued. The appeal will proceed before a panel of three neutral arbitrators designated by the same arbitration administrator. The panel will decide anew all factual and legal issues, following the same rules of procedure, by majority vote any aspect of the original decision objected to. The costs of such an appeal will be borne in accordance with the below section entitled "Fees and Costs". Any review by a court shall be governed by the Federal Arbitration Act. Any final arbitration award will be binding on the named parties and enforceable by any court having jurisdiction.

**Fees and Costs:** We will pay any costs that are required to be paid by us under the arbitration administrator's rules of procedure. If you file the arbitration, you will pay your share of the initial filing fee, unless you seek and qualify for a fee waiver under the applicable rules of the arbitration administrator. The party filing an appeal shall be responsible for all filing fees and costs of the appeal unless prohibited by administrator's rules of procedure. All parties are responsible for their own attorney's fees, expert fees and any other expenses, unless the arbitrator awards such fees or expenses to you or us if allowed by applicable law.

**Other Parties Subject to this Agreement to Arbitrate:** In addition to you and us, the rights and duties described in this agreement to arbitrate apply to: any third party co-defendant of a claim subject to this arbitration provision; all joint account holders, Additional Cardholders, and Authorized Users of your Account(s).

**How to REJECT this Agreement to Arbitrate:** You can reject this agreement to arbitrate but only if we receive from you a written notice of rejection within 45 days after it was first provided to you. To reject this agreement to arbitrate you must send the notice of rejection to: Credit One Bank, Attention: Arbitration Opt Out, P. O. Box 98873, Las Vegas, NV 89193-8873. Rejection notices sent to any other address will not be accepted or effective. If you decide to reject this agreement to arbitrate in writing, your notice must state that you reject this agreement to arbitrate and include your name, address, account number, and personal signature. Rejection of arbitration will not affect your other rights or responsibilities under this Card Agreement.

**Survival, Severability, and Amendment of Terms:**
*Survival.* This agreement to arbitrate shall survive changes in the Agreement and termination of the Account or the relationship between you and us, including the bankruptcy of any party and any transfer or sale of your Account, or amounts owed on your Account, to another person or entity.
*Severability.* If any part or parts of your agreement to arbitrate are declared unenforceable, then such specific part or parts shall be of no force or effect and shall be severed, but the remainder of this agreement to arbitrate shall continue in full force and effect. If, however, the entire agreement to arbitrate or your waiver of the right to bring or participate in a class or representative action or in consolidation procedures is unenforceable, then the agreement to arbitrate shall be of no force or effect. Notwithstanding the preceding sentence, with respect to California Account Holders, if arbitration is unenforceable, in whole or in part, you and we agree to resolve any Claim by a judicial reference proceeding as described above.
*Amendment in Writing Only.* This agreement to arbitrate may not be amended, severed, or waived, except as expressly provided in the Agreement or in a written agreement between you and us.

## *Other Information*

**Transactions in Foreign Currencies:** If you make a transaction at a merchant that settles in a currency other than U.S. dollars, Mastercard International Incorporated or Visa Incorporated will convert that charge into a U.S. Dollar amount. That conversion will be done at a rate selected by Mastercard or Visa from the range of rates available in wholesale currency markets for the applicable central processing date, which rate may vary from the rate Mastercard or Visa itself receives, or the government-mandated rate in effect for the applicable central processing date. The currency conversion rate used on the processing date may differ from the rate that would have been used on the purchase date or on the date the transaction is posted to your Account. You agree to pay the converted amount, including any charges for the conversion that may be imposed as described above.

**Changes to Your Agreement:** The rates, fees and terms of this Agreement may change and we may add or delete any term to this Agreement, consistent with applicable law. We will give you advance written notice of these changes and a right to reject the change, if required by law.

**Unauthorized Use:** Notify us immediately if your Card is lost or stolen or you suspect that someone is using your Card or Account without your permission.

**Assignment:** We may assign any or all of our rights and obligations under this Agreement. You may not assign any of your rights or obligations under this Agreement.

**No Waiver:** We will not lose our rights under this Agreement because we delay or do not enforce them.

**Governing Law:** This Agreement is governed by and interpreted in accordance with the laws applicable to national banks, and, where no such laws apply, by the laws of the State of Nevada, excluding the conflicts of law provisions thereof, regardless of your state of residence.

**Conformance with Law; Severability:** If any part of this Agreement conflicts with applicable law, that provision will be considered modified to conform to applicable law. If any part of this Agreement is invalid, the rest shall remain in effect, except as otherwise noted in the Arbitration Provision.

## ***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 the Billing Inquiries address on the statement.

In your letter, give us the following information:

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

You must contact us:

- Within 60 days after the error appeared on your statement.
- At least 3 business days before an automated payment is scheduled, if you want to stop payment on the amount you think is wrong.

You must notify us of any potential errors in writing. You may call us, but if you do we are not required to investigate any potential errors and you may have to pay the amount in question.

**What Will Happen After We Receive Your Letter**

When we receive your letter, we must do two things:

1. Within 30 days of receiving your letter, we must tell you that we received your letter. We will also tell you if we have already corrected the error.
2. Within 90 days of receiving your letter, we must either correct the error or explain to you why we believe the bill is correct.

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

- We cannot try to collect the amount in question, or report you as delinquent on that amount.
- The charge in question may remain on your statement, and we may continue to charge you interest on that amount.
- While you do not have to pay the amount in question, you are responsible for the remainder of your balance.
- We can apply any unpaid amount against your credit limit.

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

*If we made a mistake:* You will not have to pay the amount in question or any interest or other fees related to that amount.

*If we do not believe there was a mistake:* You will have to pay the amount in question, along with applicable interest and fees. We will send you a statement of the amount you owe and the date payment is due. We may then report you as delinquent if you do not pay the amount we think you owe.

If you receive our explanation but still believe your bill is wrong, you must write to us within 10 days telling us that you still refuse to pay. If you do so, we cannot report you as delinquent without also reporting that you are questioning your bill. We must tell you the name of anyone to whom we reported you as delinquent, and we must let those organizations know when the matter has been settled between us.

If we do not follow all of the rules above, you do not have to pay the first $50.00 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 $50.00. (Note: Neither of these are necessary if your purchase was based on an advertisement we mailed to you, or if we own or operate the company that sold you the goods or services.)
2. You must have used your credit card for the purchase. Purchases made with cash advances from an ATM or with a check that accesses your credit card account do not qualify.

3. You must not yet have fully paid for the purchase.

If all of the criteria above are met and you are still dissatisfied with the purchase, contact us in writing at the Billing Inquiries address shown on your statement.

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

# *DEPOSIT AGREEMENT*

## *Definitions*

**Annual Percentage Yield (APY)** is a percentage rate that reflects the total amount of interest paid on the Account, based on the applicable interest rate and frequency of compounding for a 365-day period.

**Business Day** means Monday through Friday, not including Saturday or Sunday, or a bank holiday.

**Deposit Account** means the Credit One Bank savings deposit account governed by this Deposit Agreement.

**Electronic Fund Transfer** or **EFT** is any transfer of funds that is initiated through an electronic terminal, telephone, computer, or magnetic tape for the purpose of ordering, instructing, or authorizing a financial institution to debit or credit a consumer's account.

**We**, **us**, **our**, and **Credit One Bank** in this Deposit Agreement refer to Credit One Bank, N.A.

**You** and **your** in this Deposit Agreement refer to each person who owns a Deposit Account and, where appropriate, each person with authority to deposit or withdraw funds from the Deposit Account or manage the Deposit Account.

Capitalized terms used in this Deposit Agreement and not defined shall have the meaning given to them in the Card Agreement.

## *Opening Your Deposit Account*

**Opening a Deposit Account**: Deposit accounts with Credit One Bank may be opened on our website. You can access information about your Deposit Account through various methods, including by telephone, our Mobile App, and through Online Banking at CreditOneBank.com.

**Account Funding**: After your Deposit Account is opened, your Deposit Account must properly fund and meet the minimum balance requirement described in the "Minimum Balance" section below. If, for any reason, your Deposit Account does not properly fund and meet the minimum balance requirement within thirty (30) calendar days, your Deposit Account will be closed and you will forfeit any interest, earnings or bonuses that may have been accrued. We will not be responsible for any fees or charges incurred by you for the Deposit Account failing to fund properly.

You can make your Deposit Account-opening deposit by ACH or debit card from another bank deposit account. We will not accept cash or mailed deposits and are not responsible for any items sent to us via mail. For additional information regarding how we accept deposits see the "Deposits" section below.

**Identification**: To help the government fight the funding of terrorism and money laundering activities, federal law requires all financial institutions to obtain, verify and record information that identifies each person who opens a Deposit Account. What this means for you: When you open a Deposit Account, we will ask for your name, address, date of birth and other information that will allow us to identify you. We may also ask to see your driver's license or other identifying documents.

**Deposit Account Ownership**: We offer the Deposit Account described in this Deposit Agreement only to consumers for personal, family, or household use. Your Deposit Account is non-transferrable and non-negotiable.

## *Truth in Savings & Related Disclosures*

The **interest rate** paid on your Account: **.1000%**

The **Annual Percentage Yield (APY)** for your Account: **.10%**
The interest rate and annual percentage yield for your Deposit Account are variable and set at our discretion, and subject to change at any time.

**Interest Calculation:** Interest begins to accrue on the Business Day in which we have received your initial deposit. We use the daily balance method to calculate interest on your Deposit Account. This method applies a daily periodic rate to the principal amount in the Deposit Account each day. The daily periodic rate is calculated by dividing the interest rate by 365 days for each day in the year, even in a leap year. Interest is credited to your Deposit Account and compounded quarterly at each calendar quarter-end, however you will forfeit any accrued interest if your Deposit Account is closed before it is credited. Fees may reduce your earnings.

**Minimum Balance:** You must deposit a minimum of at least $200.00 to establish your Deposit Account and maintain a minimum balance of at least $200.00 in your Deposit Account each day to receive the interest rate and APY noted above. The minimum balance for your Deposit Account will be based on the Account credit limit amount for which you applied and are approved, but no less than $200.00.

**Transaction Limitations:** No withdrawals from your Deposit Account will be permitted at any time. Additional deposits will only be allowed in connection with an approved credit limit increase as outlined in the Secured Credit Limit Increases section below, and the balance must remain in the Deposit Account until the Deposit Account is closed (see Security Agreement section below).

**Secured Credit Limit Increases:** We may allow you to increase the credit limit on your Account by depositing additional funds to your Deposit Account in the amount of the requested increase. The minimum deposit for a credit limit increase will be provided to you at the time the credit limit increase is requested. We may delay increasing your available credit by the amount of the deposit for up to seven (7) days. Any accrued interest added to your Deposit Account balance does not increase your Account credit limit, and does not reduce the amount of deposit required for a requested credit limit increase. Credit limit increase requests must be made in accordance with procedures established from time to time by Credit One Bank. Deposits may not be included with Account payments. The acceptance of additional deposits to your Deposit Account does not imply that your credit limit is increased. We reserve the right to refuse any item for deposit. Approval of your deposit will be indicated in the form of a credit limit increase on your Account. For information on Credit One Bank's procedure for applying for a credit limit increase, contact us at the number on the back of your credit card.

**Termination of Deposit Account:** You may close your Deposit Account at any time. However, please review your "Security Agreement for Deposit Account" for additional terms. We may require that you provide written notice seven days in advance of your requested Deposit Account closure. We may cancel, suspend, or not renew your Deposit Account at any time and for any reason without notice. You will remain responsible for any amount you owe us under this or any other agreement you have with us.

**Deposits**: We DO NOT ACCEPT CASH, CHECKS or WIRES for deposit. You can make deposits to your Deposit Account(s) with an EFT. Additionally, you may NOT make a deposit or transfer funds via an ATM, and you may NOT make a deposit at any Credit One Bank office location. We have the right to reject any item submitted for deposit and the right to return a deposit already made. See the Electronic Fund Transfer Disclosure and Terms section below for additional information governing EFTs.

**Automated Clearing House (ACH) Debits and Credits**: You may authorize originators to send ACH credits to your Account. Each ACH transfer will be processed under the Operating Rules of the National Automated Clearing House Association (NACHA) and you agree that each transaction is subject to compliance with the NACHA rules. For more details on conducting ACH transfers, see the "Funds Availability and Cutoff Times" section below.

**Funds Availability and Cutoff Times**: We have established cutoff times for deposits to ensure we have time to accurately process transactions. If we receive a deposit before 11:59 p.m. Pacific Time (PT) on a Business Day, we will consider that Business Day to be the day of your deposit. However, if we receive a deposit after 11:59 p.m. PT or on a non-Business Day, we will consider the deposit as having been made the next Business Day.

## ***Other Rules Governing Your Deposit Account***

**Changes to Your Deposit Account**: You agree to promptly notify us of any change to your name, residential mailing address or email address. Failure to do so may result in notices, statements and other correspondence being provided to the address maintained on our records for your Deposit Account. You agree to indemnify and hold us harmless for doing so.

**Power of Attorney**: You may appoint someone (called an "attorney in fact") with authority to conduct transactions on your Deposit Account by giving a power of attorney. You must contact us directly to add an attorney in fact. In order to add an attorney in fact to your Deposit Account, the power of attorney document must meet our requirements. Once a power of attorney is accepted, we may continue to allow your attorney in fact to make deposits, withdrawals or other transactions until we receive actual notice of the death of the Deposit Account owner or until we receive written notification that the power of attorney has been revoked or terminated.

**Dormant Deposit Accounts and Escheat**: If your Deposit Account or any check we send you is considered dormant or abandoned under applicable laws, we may be required to transfer (or "escheat") the funds in your Deposit Account to the state. After your funds are escheated, we are not legally responsible for the funds, and have no obligation to accrue interest. You must apply to the appropriate state agency to reclaim those funds.

**Right to Setoff**: Subject to applicable law, we may exercise our right of setoff or security interest against any and all of your deposit accounts with us without notice, for any liability or debt of any of you, whether joint or individual, whether direct or contingent, whether now or hereafter existing, and whether arising from overdrafts, endorsements, guarantees, loans, attachments, garnishments, levies, attorney fees, or other obligations. If the deposit

account is a joint or multiple-party account, each joint or multiple-party account holder authorizes us to exercise our right of setoff against any and all deposit accounts of each account holder. If we receive a levy, attachment or other court process against you or another owner of the Deposit Account, we may refuse to permit withdrawals or transfers from your Deposit Account until the legal action is dismissed or satisfied. Any levy, attachment or other court process will be subject to our right of setoff or security interest. You are responsible for any losses, costs, or expenses we incur as a result of any dispute or legal proceeding involving your Deposit Account.

**Tax Information**: The Internal Revenue Service (IRS) requires us to report interest payments that total $10 or more during the year on your Deposit Account with us. When you open your Deposit Account, we are required to have a certified Social Security Number or Taxpayer Identification Number for each Deposit Account owner. To meet federal requirements, you certify that you have provided your correct Social Security Number or Taxpayer Identification Number for each Deposit Account owner during the online Deposit Account opening process. If you do not provide a certified SSN, if the IRS notifies us that the name and corresponding SSN are incorrect, or if the IRS notifies that you failed to report all of your interest and dividends on your tax return, we will withhold a specified percentage of the taxable interest that we pay you in accordance with IRS requirements.

For additional information on the above and how this applies to you, please consult your tax advisor.

**Right to Require Notice of Withdrawal**: We may require you to notify us in writing at least seven (7) days before you withdraw funds from your Deposit Account. We are required to reserve this right under federal regulations. If we require this notice, the seven (7) day period starts on the day we receive your written notice.

**Customer Privacy:** We provide you our Privacy Policy when you open your Account and thereafter in accordance with applicable law. 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. You accept the terms of our Privacy Policy provided to you during Account opening when you use the Account. You may also contact us or visit CreditOneBank.com if you would like a copy.

**Electronic Communications**: When you opened your Deposit Account, you consented to receive written communications and Deposit Account disclosures electronically. We deliver written communications and Deposit Account disclosures by placing them in the Document Center located in your online account and Mobile App. We may provide you with an online notification and/or send you an electronic notice (Email/Text/SMS) regarding the availability of a document ready to be viewed. However, from time to time, this service may not be available. Therefore, you are responsible for checking the Document Center for Communications.

In the event Credit One is unable to notify you electronically, you agree that we may, in our sole and absolute discretion, discontinue electronic Communications and send future Communications to you in paper form.

**If you withdraw your consent** to receive Deposit Account Communications electronically, you will no longer be able to receive electronic Communications about your Deposit Account, and **your Deposit Account and the Account it secures will be subsequently closed** and any funds in your Deposit Account will be applied to the Account it secures.

**Agreement, Arbitration, and Attorney Fees.** The Deposit Agreement is subject to the Security Agreement for Deposit Account and Card Agreement. If any term conflicts with this Deposit Agreement, this Deposit Agreement will prevail. The Card Agreement governing the Account contains an arbitration provision that applies to all claims relating to the Account. Disputes regarding this Deposit Agreement are subject to the Arbitration Agreement as set forth in the Card Agreement. If we use an attorney to defend or enforce our rights under this Deposit Agreement or to perform any legal services in connection with this Deposit Agreement, we may charge you our legal costs as permitted by law.

**Waiver, Conformance with Law; Severability**: We will not lose any rights under this Deposit Agreement because we delay or do not enforce them. If any part of this Deposit Agreement conflicts with applicable law, that provision will be considered modified to conform to applicable law. If any part of this Deposit Agreement is determined to be invalid or unenforceable, the rest of the Deposit Agreement shall remain in effect, except as otherwise noted in the Arbitration Agreement.

## ***ELECTRONIC FUND TRANSFER DISCLOSURE AND TERMS***

This section of the Deposit Agreement applies to payment orders and funds transfers governed by the Electronic Fund Transfer Act.

**Type of Transfers:** You may authorize the following Electronic Fund Transfers (EFT) to your Deposit Account:

- One-time ACHs or debit card deposits at Deposit Account opening and in connection with any Secured Credit Limit Increase, from an account the Account owner owns; no transfers are allowed to or from third parties or accounts the Account owner does not own.

**Periodic Statements**: You will receive a monthly Deposit Account statement unless there have been no transfers during that month, in which case you will receive a statement at least quarterly.

**Online Banking:** You may view your Deposit Account activity by computer online by logging into your online account through our website at www.CreditOneBank.com.

**Financial Institution's Liability**: If we do not complete a transfer to or from your Deposit Account on time or in the correct amount according to our agreement with you, we will be liable for your losses or damages. However, there are some exceptions. We will not be liable, for instance:

- If, through no fault of ours, you do not have enough money in your account to make the transfer.
- If there was a website malfunction and you knew about the breakdown when you started the transfer.
- If circumstances beyond our control (such as fire or flood) prevent the transfer, despite reasonable precautions that we have taken.
- If you did not provide us with the correct information to make the transfer.
- If your Deposit Account has been closed.

If you think there is an error on your Deposit Account statement, please see the "Your Billing Rights" section previously addressed in this Agreement. The sections below provide your liabilities and responsibilities for identifying and reporting any potential errors on your Deposit Account.

**Liability for Unauthorized Electronic Fund Transfers From Your Deposit Account**: Tell us immediately if you believe that an Electronic Fund Transfer has been made from your Deposit Account without your permission. Contacting us by telephone is the best way to minimize your possible losses. If you tell us within two (2) Business Days after you learn that your Deposit Account access credentials have been lost or stolen or of the unauthorized transfer of funds, your liability will be no more than $50. If you DO NOT tell us within two (2) Business Days after you learn that your Deposit Account access credentials have been lost or stolen or that an unauthorized transfer of funds has occurred, and we can prove that we could have stopped the unauthorized transfer if you told us, you could lose as much as $500. If your statement shows Electronic Fund Transfers that you did not make, you need to notify us at once. If you do not notify us within sixty (60) days after the Deposit Account statement was sent or made available to you, you may not get back the money you lost after the sixty (60) days if we can prove that we could have stopped someone from taking the money if you had notified us in time. If a good reason (such as a long trip or a hospital stay) kept you from notifying us, we will extend the time periods.

If you believe your Deposit Account access credentials have been lost or stolen, or learned by an unauthorized person, or that someone has transferred or may transfer money from your Deposit Account without your permission, notify us immediately by calling us at 1-877-825-3242 or write to us at Credit One Bank, P.O. Box 98873, Las Vegas, NV 89113-8873.

**Error Resolution Notice on Periodic Statements**: In case of errors or questions about your electronic transfers, please call us at 1-877-825-3242 or write us at the address listed below as soon as you can, if you think your statement is wrong or if you need more information about a transfer listed on the statement. We must hear from you no later than 60 days after we sent the FIRST statement on which the problem or error appeared.

**(1)** Tell us your name and Deposit Account number (if any).
**(2)** Describe the error or the transfer you are unsure about, and explain as clearly as you can why you believe it is an error or why you need more information.
**(3)** Tell us the dollar amount of the suspected error.

If you tell us orally, we may require that you send us your complaint or question in writing within 10 Business Days. We will determine whether an error occurred within 10 Business Days after we hear from you and will correct any error promptly. If we need more time, however, we may take up to 45 days to investigate your complaint or question. If we decide to do this, we will credit your Deposit Account within 10 Business Days for the amount you think is in error, so that you will have the use of the money during the time it takes us to complete our investigation. If we ask you to put your complaint or question in writing and we do not receive it within 10 Business Days, we may not provisionally credit your Deposit Account.

For errors involving new Deposit Accounts or foreign-initiated transactions, we may take up to 90 days to investigate your complaint or question. For new Deposit Accounts, we may take up to 20 Business Days to credit your Deposit Account for the amount you think is in error.

We will tell you the results within three Business Days after completing our investigation. If we decide that there was no error, we will send you a written explanation. You may ask for copies of the documents that we used in our investigation. Please write us at:

**Credit One Bank**
**P. O. Box 98873**
**Las Vegas, NV 89113-8873**

# *SECURITY AGREEMENT FOR DEPOSIT ACCOUNT*

## ***Definitions***

**Deposit Account** means the Credit One Bank savings deposit account governed by this Security Agreement for Deposit Account

**We**, **us**, **our**, and **Credit One Bank** in this Security Agreement for Deposit Account refer to Credit One Bank, N.A.

**You** and **your** in this Security Agreement refer to each person who owns a Deposit Account and, where appropriate, each person with authority to deposit or withdraw funds from the Deposit Account or manage the Deposit Account.

Capitalized terms used in this Security Agreement for Deposit Account and not defined shall have the meaning given to them in the Card Agreement.

**Deposit Account:** You agree to establish and maintain a Deposit Account as security for the Account with an amount of Funds at least equal to the credit line, but no less than $200.00. "Funds" means the total amount you deposited and maintain in the Deposit Account. Depositing funds greater than the Credit Line will not increase the Credit Line and you may not have access to those funds. You cannot use the Deposit Account to secure other loans and must keep the Deposit Account free of encumbrances other than the security interest you grant us. You cannot make withdrawals from the Deposit Account while those Funds are being used to secure your Debt. If you attempt to do so, we may consider you in default.

**Pledge and Assignment of Security Interest.** As security for the payment of your obligations under the Account ("Debt"), you grant us a security interest in all Funds, including all proceeds of the Funds. You agree to take any actions needed for us to perfect or protect our lien position of our security interest. You represent that there are no lawsuits or bankruptcy proceedings that may affect our interest in the Funds. We may, in our sole discretion, assign the Deposit Account and our rights and obligations under this Security Agreement.

**Applying Funds to the Debt.** If you default under the Agreement or the Account is closed for any reason, we may at any time and without notice apply the Funds to any outstanding Debt. Such use of Funds will not constitute a required payment under the Agreement. You continue to be responsible for making payments and repaying any outstanding Debt. We may retain the Funds for 60 days after you no longer have any right to use the Account, to cover any transactions, fees or charges relating to use of the Account.

**Agreement, Arbitration, and Attorney Fees.** The Security Agreement for Deposit Account is subject to the Deposit Agreement and Card Agreement. If any term conflicts with this Security Agreement for Deposit Account, this Security Agreement for Deposit Account will prevail. The Card Agreement governing the Account contains an arbitration provision that applies to all claims relating to the Account. Disputes regarding this Security Agreement for Deposit Account are subject to the Arbitration Agreement as set forth in the Card Agreement. If we use an attorney to defend or enforce our rights under this Security Agreement for Deposit Account or to perform any legal services in connection with this Security Agreement for Deposit Account, we may charge you our legal costs as permitted by law.

**Governing Law, Severability**. This Security Agreement for Deposit Account and our security interest are governed by Nevada Law. If any part of the Security Agreement for Deposit Account is invalid, the rest shall remain in effect.

**Consent.** You consent to this Security Agreement for Deposit Account and grant us a security interest in the Deposit Account as well as any renewals, proceeds, and additions to it.

## ***Rewards Program Supplement***

This document ("Supplement") describes the terms and conditions of the Credit One Bank Cash Back Rewards Program ("Program") and supplements the Card Agreement that governs your credit card account issued by Credit One Bank, N.A. (the "Account"). By using the Account, you agree to participate in the Program. Your participation is subject to the terms of the Card Agreement, including the arbitration agreement, if applicable, and this Supplement. In the event of a conflict between the Card Agreement and this Supplement, with respect to matters relating to the Program, this Supplement controls.

**Earning Cash Back Rewards**: You earn cash back rewards in the form of an automatic statement credit equal to 1% of Net Eligible Purchases (as defined below) made with your Account. You do not earn cash back rewards on Cash Advances, Balance Transfers, interest, fees, and other charges. We will post a statement credit to your Account within thirty-seven days after the end of the month based on the Net Eligible Purchases posted to your Account from the first day to the last day of the current month. If your Account is in default, as defined in your Card Agreement, at the time the credit is to be posted, you WILL NOT receive the credit. Cash back rewards have no cash value.

**Merchant Categories**: Merchants who accept credit cards are assigned a merchant code, which is determined by the merchant or its processor in accordance with the applicable credit card network's procedures based on the kinds of products and services they primarily sell. We have no control over merchant codes. Please note:

- We make every effort to include all relevant merchant codes in our cash back rewards categories. However, even though a merchant or some of the items that it sells may appear to fit within a cash back rewards category, the merchant may not have a merchant code in that category or may not use an eligible merchant code. When this occurs, Purchases with that merchant won't qualify for cash back rewards.
- A merchant with more than one location may submit Purchases using different codes, including codes that are not eligible under this Program. This means that Purchases from the same merchant at a different location may result in no cash back rewards. Purchases made without an eligible code WILL NOT qualify for cash back rewards.
- Purchases submitted by you, an authorized user, or the merchant through third-party payment accounts, mobile or wireless card readers, online or mobile digital wallets, or similar technology will not qualify in a cash back rewards category if the technology is not set up to process the purchase in that cash back rewards category.

**Eligible Purchases**: Eligible Purchases are Purchases from merchants in the following categories:

- gasoline (Service Stations, Automated Fuel Dispensers, Petroleum and Petroleum Products, Marinas and Marine Services),
- grocery (Grocery Stores and Supermarkets, Freezer and Meat Provisioners, Miscellaneous Food Stores – Convenience Stores and Specialty Markets. Grocery Purchases do not include Purchases at superstores, at stores that sell groceries and other products like drugstores; or at smaller stores like bakeries, candy, nut or confection stores),
- mobile phone service (Telecommunication Equipment and Telephone Sales, Telecommunication Services, including Local and Long-Distance Calls, Credit Card Calls, Calls Through Use of Magnetic-Stripe-Reading Telephones, and Fax Services), and
- internet, cable and satellite TV subscription services (Cable, Satellite and Other Pay Television/Radio/Streaming Services, Computer Network/Information Services).

**Purchases That Are Not Eligible:** Purchases from the following types of merchants are not eligible for cash back rewards:

- oil, propane, home heating companies,
- PayPal,
- warehouse clubs (including but not limited to Sam's Club, Costco, and BJ's), and
- discount supercenters (including but not limited to Walmart® and Target®).

**Net Eligible Purchases**: Net Eligible Purchases are Eligible Purchases minus any returns, disputed charges, unauthorized charges, illegal or fraudulent charges or other credits for such Purchases.

**Program Restrictions**: You will receive an automatic cash back rewards credit on each statement that has at least one Net Eligible Purchase. Automatic statement credits for cash back rewards will reduce the balance on your Account but will not count as payments. You will still be required to pay at least the Minimum Payment Due as shown on your billing statement each month. You WILL NOT earn cash back rewards for Purchases made while your Account is in default as defined within your Card Agreement. This Program excludes Accounts already enrolled in a different Credit One Bank cash back or other rewards program.

**Changes:** The Program may be changed (added to, modified or deleted) by us at any time, including without limitation changes to the definition of eligible or non-eligible purchases. We will give you prior notice to the extent required by law. Any revisions may affect your ability to earn cash back rewards.

**Termination**: We may suspend or terminate the Program or your participation in the Program at any time without prior notice. In such event, we will evaluate your Account for any eligible cash back rewards as of the Program termination date. Provided that you meet all of the other Program Restrictions listed above at that time, you will receive a distribution of the cash back rewards earned during the current billing period in the form of a statement credit.

**Limited Liability**: Unless otherwise required by law, this Program, or our Card Agreement with you, we will not be liable to you or anyone making a claim on your behalf, in connection with: (1) any change or termination of the Program; (2) any loss, damage, expense or inconvenience caused by any occurrence outside of our control; (3) any taxes that you incur as a result of receiving cash back rewards, payment of which taxes will be your responsibility; (4) any merchandise or services you purchase, or for any direct, indirect or consequential damages with respect to the use of your Account. In any event, any liability that Credit One may have to you in connection with the Program shall be limited to the amount of any cash back rewards you have earned in this Program. The Program and cash back rewards are void or limited where prohibited or restricted, respectively, by federal, state or local law.

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# *CARD AGREEMENT*

## ***Pricing Summary***

| Interest Rates and Interest Charges | |
|---|---|
| **ANNUAL PERCENTAGE RATE (APR) for Purchases** | **30.99%**<br>This APR will vary with the market based on the Prime Rate. |
| **ANNUAL PERCENTAGE RATE (APR) for Balance Transfers** | **30.99%**<br>This APR will vary with the market based on the Prime Rate. |
| **ANNUAL PERCENTAGE RATE (APR) for Cash Advances** | **30.99%**<br>This APR will vary with the market based on the Prime Rate. |
| **Paying Interest** | Your due date is at least 24 days after the close of each billing cycle. We will not charge you any interest on Purchases if you pay your entire balance by the due date each month. We will begin charging interest on Cash Advances and Balance Transfers from the posting date. |
| **Minimum Interest Charge** | If you are charged interest, the charge will be no less than $1.00. |
| **For Credit Card Tips from the Consumer Financial Protection Bureau** | **To learn more about factors to consider when applying for or using a credit card, visit the website of the Consumer Financial Protection Bureau at http://www.consumerfinance.gov/learnmore.** |
| **Fees** | |
| **Annual Fee** | **$49** for the first year. After that **$99** annually (billed at $8.25 per month). |
| **Transaction Fees**<br>• Balance Transfer<br>• Cash Advance<br>• Foreign Transaction | <br>Either **$5** or **8%** of the amount of each Balance Transfer, whichever is greater.<br>Either **$5** or **8%** of the amount of each Cash Advance, whichever is greater.<br>Either **$1** or **3%** of the amount of each purchase in U.S. dollars, whichever is greater. |
| **Penalty Fees**<br>• Late Payment<br>• Returned Payment | <br>Up to **$39***<br>Up to **$39**** |

**How We Will Calculate Your Balance:** We use a method called "average daily balance (including new Purchases)." See your Card Agreement for more details.

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

**Authorized User Card Fee:** If you request a card for an authorized user, we charge an Authorized User Card Fee of $19 annually. This fee will reduce the amount of your available credit.

***Late Payment Fee:** We will charge the maximum safe harbor amount, which is set annually in accordance with 12 C.F.R 1026.52(b)(1)(ii)(D). Currently the fee is $29, unless you incurred a Late Payment Fee during the prior six billing cycles. If you did, the fee is currently $39. This fee will not exceed

the related Minimum Payment that was due. We charge a Late Payment Fee to your Account if at least the Amount Due This Period (less any Late Payment Fee for the current billing cycle) plus any Past Due Amount is not received by 5:00 p.m. PT on the Payment Due Date shown on your statement.

****Returned Payment Fee:** We will charge the maximum safe harbor amount, which is set annually in accordance with 12 C.F.R 1026.52(b)(1)(ii)(D). If a payment is not honored upon first presentment, even if the payment is later honored, a Returned Payment Fee will be charged to your Account. Currently, the fee is $29, unless you incurred a Returned Payment Fee in the prior six billing cycles. If you did, the fee is currently $39. This fee will not exceed the related Minimum Payment that was due.

**Additional Rate Information:** The Purchase, Balance Transfer and Cash Advance APR equals the Prime Rate plus a margin of 24.24%. This corresponds to a monthly periodic rate of 2.58250%.

**Minimum Payments:** 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 the sum of:

- 5% of your outstanding balance, rounded up to the next whole dollar, or $30, whichever is greater;
- any Late Payment Fee for the current billing cycle;
- and any Past Due Amount (excluding any past due Late Payment Fees).

## ***The Agreement***

This Agreement, together with the Pricing Summary, is your contract with us.

**Accepting this Agreement:** You accept this Agreement when you use the Account. You may still reject this Agreement if you have not yet used the Card, used the Account, or paid a fee after receiving a billing statement. To reject the Agreement, call us at 866-515-5721 or write us at Bank Card Center, P.O. Box 95516, Las Vegas, NV 89193-5516. If you reject the Agreement, you are not responsible for any fees or charges.

**Arbitration:** This Agreement includes an Arbitration Provision with class action and jury trial waivers. You can reject the Arbitration Provision. See "How to REJECT this agreement to arbitrate" in the Arbitration section. If you do not, it will be part of this Agreement.

**Promise to Pay:** You agree to pay us for all amounts due on your Account, including credit for Purchases, Balance Transfers, and Cash Advances, as well as interest charges and fees. This includes charges made by Additional Cardholders and other Authorized Users.

## ***Definitions***

**Account** means the Credit One Bank card account under this Agreement.

**Authorized User** means any person you allow to use your Account or Card, including Additional Cardholders. If the Authorized User has been issued a Card and you want to terminate the Authorized User, you must notify us by telephone or in writing.

**Balance Transfer** means a transaction we designate that allows you to use your Account to pay another creditor or yourself. Balance Transfers cannot be used to pay us or our affiliates. A Balance Transfer will be subject to the terms of the Balance Transfer offer and this Agreement.

**Card** refers to one or more cards or access devices, including your Account number, that we give you or someone else with your authorization to get credit under this Agreement.

**Cardholder** refers to each person with a card issued in their name.

**Cash Advance** means the use of your Account to obtain funds at a financial institution or the use of a Convenience Check.

**Convenience Check** means a check we issue to you to take a Cash Advance. You may not use these checks to pay us or our affiliates.

**Purchase** means the use of the Account to obtain goods or services.

**Prime Rate** means the highest U.S. Prime Rate in the Money Rates section of The Wall Street Journal on the 25th day of the month, or the next day if that day is not a publication day. If The Wall Street Journal does not publish the U.S. Prime Rate, we may substitute another index.

**we**, **us**, **our**, and **Credit One Bank** refer to Credit One Bank, N.A., the issuer of your Card.

**you**, and **your** refer to each person who has applied for the Account and where appropriate, the Authorized User.

## ***Features and Use of Your Account***

**Using Your Card:** You may make Purchases wherever the Card is accepted. You may use the Account to obtain Cash Advances, but you may not make more than two Cash Advance transactions per day which may not exceed the lower of your available credit for cash or $200. You may use the Account only for personal, family, or household purposes, and if your Account is used for any other purpose you are still responsible for such use. You may not use the Account for business or commercial purposes. The Account may not be used for online or internet gambling or illegal purposes.

**Your Credit Limit:** We will tell you your credit limit. Keep your Account balance below your credit limit. If you do not, you must still pay us. We may designate part of your credit limit as a Cash Advance limit and part as a Balance Transfer limit. We may change your credit limit(s) at any time, without notice. You may use a portion of your credit limit for Cash Advances and Balance Transfers. Each Purchase, Cash Advance, and Balance Transfer obtained will reduce the amount of available credit under your credit limit until it is repaid. We may delay increasing your available credit by the amount of any payment that we receive for up to 12 calendar days.

**Credit Limit Increase:** To request a credit limit increase contact the Customer Service number on your statement. We may impose a fee for processing the request.

**Credit Authorizations:** We may decline to authorize a transaction for any reason. We will not be liable to you if we decline a transaction or if anyone refuses any use of your Card.

**Automatic Billing:** You may set up automatic billing with a merchant. You authorize us to provide an updated Account number or Card expiration date to any merchant at our discretion. Contact the merchant to stop automatic billing.

**Joint Accounts:** If this is a joint account, each of you is responsible individually and together for all amounts owed. Each of you is responsible even if the Account is used by only one of you. You will continue to be liable for the entire balance of the Account, even if your co-applicant is ordered by a court to pay us. You will remain liable to us if your co-applicant fails to pay as ordered by the court. Your Account status will continue to be reported to the credit reporting agencies under each of your names. The delivery of notices or billing statements to either of you serves as delivery to each of you. We may rely on instructions given by either of you. We are not liable to either of you for relying upon such instructions.

**Electronic Access:** Applications (apps) on electronic devices (such as mobile wallets) can store your Card and can be used to get credit under this Agreement. Such transactions are covered by this Agreement. Apps may have separate terms of use. We are not responsible if you violate those terms or for any consequences from violating those terms.

**Additional Cardholder:** At your request, we may, at our discretion, issue, in the name of another person, an additional Card on your Account. That person is an Additional Cardholder, as well as an Authorized User. An Additional Cardholder has access to certain Account information including balance, available credit and payment information. If you advise us that the Additional Cardholder is your spouse, information regarding the Account will be provided to consumer reporting agencies in your name as well as in the name of the Additional Cardholder. By requesting that we add an Additional Cardholder to your Account, you represent that you (1) have the consent of the Additional Cardholder to be added to the Account, (2) have provided a copy of this Agreement to the Additional Cardholder, and (3) if the Additional Cardholder is your spouse, you have told the Additional Cardholder that Credit One Bank will furnish credit information about them to the credit reporting agencies in connection with the Account. The Additional Cardholder may report the Card lost or stolen and may remove him or herself from the Account.

## ***Interest Rates and Interest Changes***

**Annual Percentage Rates (APRs):** See the Pricing Summary for your APRs. The APR for Balance Transfers will be the same as the APR for standard Purchases, unless a promotional rate applies.

**Variable Rates:** Your Pricing Summary indicates whether you have any variable APRs. Variable APRs are determined by adding to the Prime Rate the number of percentage points ("margin") specified in the Pricing Summary. Variable APRs will increase or decrease when the Prime Rate changes. The APR change will take effect beginning with billing cycles that end on or after the first day of the month after the month in which the Prime Rate changes. An increase in the APR will increase your interest charges and may increase your Minimum Payment Due.

**Average Daily Balance Method (including new transactions):** We calculate interest each billing cycle by first figuring the "average daily balance" for each type of balance. Standard Purchases, standard Cash Advances, standard Balance Transfers, and each promotional offer, are all types of balances.

For each type of balance, for each billing cycle, we start with the balance on the last day of your previous billing cycle. We subtract any unpaid interest. This is the beginning balance each day. Each day of the billing cycle we subtract any new payments and credits applied to that type of balance. We add any new transactions and fees for that type of balance. We add Purchases, Cash Advances, and Balance Transfers on the post date. We add

transaction fees on promotional rate and non-promotional rate Balance Transfers to the same type of balance as the transaction. We add all other fees to the standard Purchase balance. This gives us the daily balance for that type of balance, except that if the daily balance is negative, we treat it as zero. We then add up all of the daily balances and divide by the number of days in the billing cycle. This gives us the "average daily balance" for that type of balance. We multiply the average daily balance by the applicable monthly periodic rate (the APR divided by 12). This gives us the interest charged for that type of balance for that billing cycle. This interest is included in the Account balance on the last day of the billing cycle. The results for all types of balances are then added together to determine the total interest charged that billing cycle.

**When Interest Begins:** We begin to impose interest on a transaction or fee from the day we add it to the daily balance. We continue to impose interest 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 billing statement by the Payment Due Date shown on that billing statement, we will not impose interest on new Purchases paid by the Payment Due Date on your current billing statement. The Payment Due Date will be at least 24 days after the close of the billing cycle. If you have been paying your Account balance in full and thereby avoiding interest on Purchases, but then do not pay the next New Statement Balance in full by the Payment Due Date, in that billing cycle we will start charging interest on the unpaid portion of your balance.

## ***Fees***

See the Pricing Summary for additional Fee information.

**Annual Fee:** If your Account is subject to an Annual Fee, the amount and when it is billed is shown on the Pricing Summary. The Annual Fee is billed to the Account until the Account is closed and the outstanding balance is paid in full. The Annual Fee is refundable as long as you cancel your Account and have not used your card for any Purchases, Cash Advances, or Balance Transfers and you have not made a payment.

**Credit Limit Increase Fee:** If a fee is imposed for processing a Credit Limit increase request, we will tell you the amount of the fee at the time of your request and before you agree to it.

**Foreign Transaction Fee:** We add this fee, unless "None" is stated in the Pricing Summary table, for each purchase made outside the U.S. (A purchase is made outside the U.S. unless it is made with a U.S. merchant, processed completely in the U.S., and in U.S. dollars.) The fee is a percentage of the U.S. dollar amount of the purchase.

**Optional Express Payment Service Fee:** If a representative of ours helps expedite your payment, we may impose an Express Payment fee. You will be informed of the amount of the fee before you complete the transaction.

**Duplicate Statement Fee:** If you request a duplicate copy of a monthly statement, for any purpose other than to assert a billing error, you will be charged a fee of up to $10 for each statement copy requested.

**Sales Slip Request Fee:** If you request a copy of a sales slip, for any purpose other than to resolve a dispute about the charges on your Account, you will be charged a fee of $6 for each sales slip copy requested.

**Replacement Card Fee:** If you request a replacement card, a Replacement Card Fee of up to $25 may be charged to your Account.

## ***Payments***

**Minimum Payment Due:** See the Pricing Summary for the minimum payment requirements.

**Small Balances:** As it is uneconomical for both you and us to process payments or maintain credits that are $1 or less in amount, you agree as follows: (1) In any billing cycle in which you have had no transactions and your New Balance on the billing date is $1 or less, the balance will be rounded to zero and you will not receive a bill for this amount. (2) In the event that you have a credit balance of $1 or less for two consecutive billing cycles, the balance will be rounded to zero and you will not receive a refund of this amount.

**Payment Instructions:** You must pay us in U.S. dollars, in funds on deposit in the U.S. 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.

**Irregular Payments:** Any payment submitted in offer of settlement of a disputed debt, including any item containing a notation such as "paid in full," and any other item with a restrictive endorsement, must be sent to: Credit One Bank, P.O. Box 95516, Las Vegas, NV 89193-5516. We can accept

late payments, partial payments, and checks or other items with restrictive endorsements at any other address without losing any of our rights under this Agreement.

**Postdated Checks:** You agree that we need not examine any payment check to confirm that it is not postdated and that we may deposit any postdated check on the day we receive it.

**Payment Allocation:** We apply payments up to the Minimum Payment Due and credits at our discretion, which may result in balances at lower APRs being paid first and higher interest charges. Payments over the Minimum Payment Due will be applied to balances with higher APRs first.

## ***Collecting, Sharing, and Updating Information***

**Customer Privacy:** We send you our Privacy Policy when you open your Account and thereafter in accordance with applicable law. 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. You accept the terms of our Privacy Policy when you use the Account. Contact us or visit CreditOne.com if you would like a copy.

**Information About You:** You authorize us to obtain and/or use information about you from third parties and credit reporting agencies to: (1) verify your identity and/or conduct investigative inquiries; (2) determine your income and credit eligibility; (3) review your Account and provide renewal of credit; (4) verify your current credit standing in order to present future credit limit increases or decreases; (5) qualify you for and present additional lines of credit or other offers; and (6) collect amounts owing on your Account. Upon request, we will tell you the name and address of any credit reporting agency that provided us with information concerning you.

**Furnishing Information:** We may furnish information concerning your Account or credit file to consumer reporting agencies and others who may properly receive that information. If you believe that information we furnished is inaccurate or incomplete, please write us at Credit One Bank, P. O. Box 98873, Las Vegas, NV 89193-8873. Please include your name, address, home phone number and Account number.

**Telephone Calls, Text Messages and Emails Regarding Your Account:** You are providing express written permission and consent authorizing Credit One Bank and our agents, servicers, contractors, subsidiaries, affiliates, officers, and other partners and employees to contact you at any phone number (including mobile, cellular/wireless, or similar devices) or email address you provide at any time, for any lawful purpose. The ways in which we may contact you include live operator, dialing system, automatic telephone dialing systems (auto-dialer), prerecorded and artificial voice message, text/SMS message or email. Phone numbers and email addresses you provide include those you give to us, those from which you, or someone acting on your behalf, contact us or which we obtain through other means. If you provide a phone number for which you are not the owner, you confirm you are authorized to provide that number. Such lawful purposes include, but are not limited to: obtaining information; activation of the card for verification and identification purposes; account transactions or servicing related matters; suspected fraud or identity theft; collection on the Account; and providing information about special products and services. You agree to pay any fee(s) or charge(s) that you may incur for incoming communications from us or outgoing communications to us, to or from any such number or email address, without reimbursement from us.

**Communication Revocation:** You may revoke your authorization for most communications. However, you cannot revoke authorization for fraud related communications or legally required communications. To change your communication preferences or to revoke consent you must write us. Please:

- include your name, mailing address, and the last four digits of your Account number;
- specify whether you are changing your preferences regarding mail, telephone calls, emails, and/or text or SMS messages;
- provide the specific phone number(s) and/or email address for which you are requesting communications to cease;
- send this written notice to: Credit One Bank, P.O. Box 98873, Las Vegas, NV 89193-8873.

Certain communication preferences can be changed on-line. Please log in to your Account to see if that option is available.

**Telephone Monitoring:** You agree that we (and our servicers, agents and contractors) may monitor and record any calls between you and us.

**Updating Your Phone Number:** Notify us immediately if you change mobile or cell phone numbers or plan to give your phone to someone else. It is your responsibility to provide us with a true, accurate and complete mobile number and to maintain and update promptly any changes in this information. You can update your mobile number by calling us at the phone number on the back of your Card.

**Indemnification:** If you provide telephone number(s) for which you are not the subscriber, or fail to notify us when you cease to be the subscriber for a telephone number you previously gave us, you agree to indemnify us, our subsidiaries, affiliates, officers, agents, servicers, contractors, and other partners and employees for any costs and expenses, including reasonable attorneys' fees, incurred as a result of us contacting or attempting to contact you at the number(s). Your obligation under this paragraph shall survive termination of the Agreement.

## *Account Closure*

**Default:** You are in default under this Agreement if (1) bankruptcy or another insolvency proceeding is filed by or against you; (2) we reasonably believe you are unable or unwilling to repay us; (3) you die or are legally incompetent or incapacitated; (4) you fail to comply with the terms of this Agreement, including failing to make a required payment when due, exceeding your credit limit or using your Card or Account for an illegal transaction; (5) you give us misleading, false, incomplete or incorrect information or fail to give us any information we deem necessary; or (6) if you no longer permanently reside in the United States or its territories. If you are in default, we may declare the entire Account balance immediately due and payable without advance 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.

**Closing Your Account:** You may close your Account at any time. You will remain responsible for any amount you owe us under this Agreement. Any joint Cardholder may cancel a joint Account. However, both of you will remain responsible for paying all amounts owed. If your Account is subject to an Annual Fee, the fee will continue to be charged until you pay your outstanding balance in full.

We may cancel, suspend or not renew your Card, Account, or access to the credit line at any time and for any reason without notice. If your Account is closed by us, the Annual Fee will continue to be charged until you pay your outstanding balance in full.

However, when your Account is closed, if there is: (1) a debit balance of $1 or less, that balance will be rounded to zero and you will not be required to pay this amount; or (2) a credit balance of $1 or less, that balance will be rounded to zero and this amount will not be refunded to you. The rounding to zero may occur after your closing statement cycles, and you may not receive a statement reflecting the rounding.

## *Arbitration Agreement*

**PLEASE READ CAREFULLY—IMPORTANT—AFFECTS YOUR LEGAL RIGHTS**

This agreement to arbitrate provides that you or we can require controversies or disputes between us to be resolved by BINDING ARBITRATION. You have the right to REJECT this agreement to arbitrate by using the procedure explained below.

If you do not reject this agreement to arbitrate, you GIVE UP YOUR RIGHT TO GO TO COURT and controversies or disputes between us will be resolved by a NEUTRAL ARBITRATOR INSTEAD OF A JUDGE OR JURY, using rules that are simpler and more limited than in a court. Arbitrator decisions are subject to VERY LIMITED REVIEW BY A COURT. Arbitration will proceed INDIVIDUALLY— CLASS ACTIONS AND SIMILAR PROCEDURES WILL NOT BE AVAILABLE TO YOU.

**Agreement to Arbitrate:** You and we agree that either you or we may, without the other's consent, require that controversies or disputes between you and us (all of which are called "Claims"), be submitted to mandatory, binding arbitration. This agreement to arbitrate is made pursuant to a transaction involving interstate commerce, and shall be governed by, and enforceable under, the Federal Arbitration Act (the "FAA"), 9 U.S.C. §1 et seq., and (to the extent State law is applicable), the laws of the State of Nevada.

For purposes of this agreement to arbitrate, "you" includes you, any co-applicant, any Authorized User (including Additional Cardholders), or anyone else connected with you or claiming through you; and "we" or "us" includes Credit One Bank, N.A., all of its parents, subsidiaries, affiliates, successors, predecessors, employees, and related persons or entities, and all third parties who are regarded as agents or representatives of us in connection with the subject matter of the claim or dispute at issue.

**Covered Claims:** Claims subject to arbitration include, but are not limited to, any controversies or disputes arising from or relating in any way to your Account; any transactions involving your Account; any disclosures made to you concerning your Account; any interest, charges, or fees assessed on your Account; any service(s) or programs related to your Account; and, if permitted by the rules of the arbitration forum, any collection of debt related to your Account. Claims also include controversies or disputes arising from or relating in any way to advertising, solicitations, or any application for, approval of, or establishment of your Account. Claims subject to arbitration include any controversies or disputes based on any theory of law, whether contract, tort, statute, regulation, common law, or equity, or whether they seek legal or equitable remedies. All Claims are subject to arbitration whether they arose in the past, may currently exist, or may arise in the future. Arbitration will apply even if your Account is closed, you pay us in full any outstanding debt you owe, or you file for bankruptcy. Also, controversies or disputes about the validity, enforceability, coverage, meaning, or scope of this agreement to arbitrate or any part thereof are subject to arbitration and are for the arbitrator to decide. Any questions about what Claims are subject to arbitration shall be resolved by interpreting this agreement to arbitrate in the broadest way the law will allow it to be enforced.

**Claims Not Covered:** Claims (whether brought initially or by counter or cross-claim) are not subject to arbitration if they are filed by you or us in a small claims court, so long as the case remains in such court and only individual claims for relief are advanced in the case.

**No Class Arbitration or Consolidation or Joinder of Parties:** Class actions and other similar procedures in which individuals seek to represent similarly situated individuals or seek relief on behalf of the general public, and consolidation or joinder of Claims (except for claimants on the same account), are NOT available under this agreement to arbitrate. Claims in arbitration will proceed on an INDIVIDUAL basis only:

> UNLESS YOU REJECT THIS AGREEMENT TO ARBITRATE, YOU AND WE WAIVE THE RIGHT TO ASSERT OR PARTICIPATE IN A CLASS ACTION OR ANY REPRESENTATIVE OR CONSOLIDATED PROCEEDING IN COURT OR IN ARBITRATION.

The arbitrator shall have no authority to entertain any Claim as a class action or private attorney general action or on any other similar representative basis, nor shall the arbitrator have any authority to consolidate or join Claims brought by separate claimants (except for claimants on the same account). This also means that the arbitrator 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.†

†**Notice to California Account Holders:** This agreement to arbitrate shall not be construed to prevent you from seeking in the arbitration the remedy of public injunctive relief if (a) you reside in California, (b) you resided in California at the time you entered into this agreement to arbitrate, or (iii) the billing address for your Account is a California address (hereafter, "California Account Holder").

**Initiation of Arbitration:** The arbitration shall be administered by the American Arbitration Association ("AAA") before a single arbitrator under the AAA's Consumer Arbitration Rules, or by a mutually agreeable administrator, before a single arbitrator, as modified by this arbitration provision. Information about the arbitration process for AAA can be obtained from the AAA at www.adr.org. The arbitrator shall be selected from the AAA (or mutually agreeable administrator) panel of neutrals then active on the roster maintained by the AAA (or mutually agreeable administrator) office located in the city of or nearest to your billing address and, unless otherwise mutually agreed, the arbitrator shall be a retired federal judge, a retired state appellate judge, a retired state trial judge, or a lawyer with at least 15 years of experience in that order of preference.

In the event that the AAA or mutually agreeable administrator is unable or unwilling 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).

**Arbitration Procedures and Applicable Law; Offer of Settlement:** Unlike a lawsuit in state or federal court, arbitration is conducted by a private organization that specializes in alternative dispute resolution. Disputes in arbitration are decided by a neutral arbitrator instead of a judge or jury. You may represent yourself in arbitration, or you may be represented by a lawyer.

Under this agreement to arbitrate, a single arbitrator designated by the arbitration administrator will decide the Claim under applicable law. The arbitrator is bound by the terms of this agreement to arbitrate. The AAA or mutually agreeable administrator will apply its code of procedures in effect at the time the arbitration claim is filed. If there is a conflict between that code of procedures and this arbitration provision and/or any sections of this Card Agreement, this arbitration provision and/or this Card Agreement will control. The arbitrator will honor all claims of privilege recognized by law. Subject to the prohibition on class, representative, and consolidation procedures set forth above, the arbitrator will have the power to award to a party any damages or other relief (including relief in equity) provided for under applicable law. That is, a party will be entitled to recover in arbitration any damages or other relief that it could recover if it prevailed in a court proceeding. An arbitrator's award shall consist of a written statement setting forth the disposition of each Claim. At the request of any party, the arbitrator shall also set forth a written explanation of the essential findings and conclusions on which the award is based. An arbitration award shall decide the rights and obligations only of the parties named in the arbitration, and shall not have any bearing on another person or dispute.

If your Claim is for $10,000 or less, you may choose whether the arbitration will be conducted solely on the basis of documents, in a telephonic hearing, or in an in-person hearing.

Any in-person hearing will take place in the federal judicial district that includes your billing address at the time the Claim is filed, unless the parties agree to a different place.

**The Arbitrator's Decision:** The arbitrator's decision will be final and binding on the parties. A party can file a written appeal to the arbitration administrator within thirty (30) days after an award is issued. The appeal will proceed before a panel of three neutral arbitrators designated by the same arbitration administrator. The panel will decide anew all factual and legal issues, following the same rules of procedure, by majority vote any aspect of the original decision objected to. The costs of such an appeal will be borne in accordance with the below paragraph entitled "Fees and Costs". Any review by a court shall be governed by the Federal Arbitration Act. Any final arbitration award will be binding on the named parties and enforceable by any court having jurisdiction.

**Fees and Costs:** We will pay any costs that are required to be paid by us under the arbitration administrator's rules of procedure. If you file the arbitration, you will pay your share of the initial filing fee, unless you seek and qualify for a fee waiver under the applicable rules of the arbitration

administrator. The party filing an appeal shall be responsible for all filing fees and costs of the appeal unless prohibited by administrator's rules of procedure. All parties are responsible for their own attorney's fees, expert fees and any other expenses, unless the arbitrator awards such fees or expenses to you or us if allowed by applicable law.

**Other Parties Subject to this Agreement to Arbitrate:** In addition to you and us, the rights and duties described in this agreement to arbitrate apply to: any third party co-defendant of a claim subject to this arbitration provision; all joint account holders, Additional Cardholders, and Authorized Users of your Account(s).

**How to REJECT this Agreement to Arbitrate:** You can reject this agreement to arbitrate but only if we receive from you a written notice of rejection within 45 days after it was first provided to you. To reject this agreement to arbitrate you must send the notice of rejection to: Credit One Bank, Attention: Arbitration Opt Out, P. O. Box 98873, Las Vegas, NV 89193-8873. Rejection notices sent to any other address will not be accepted or effective. If you decide to reject this agreement to arbitrate in writing, your notice must state that you reject this agreement to arbitrate and include your name, address, account number, and personal signature. Rejection of arbitration will not affect your other rights or responsibilities under this Card Agreement.

**Survival, Severability, and Amendment of Terms:**
*Survival.* This agreement to arbitrate shall survive changes in the Agreement and termination of the Account or the relationship between you and us, including the bankruptcy of any party and any transfer or sale of your Account, or amounts owed on your Account, to another person or entity.
*Severability.* If any part or parts of your agreement to arbitrate are declared unenforceable, then such specific part or parts shall be of no force or effect and shall be severed, but the remainder of this agreement to arbitrate shall continue in full force and effect. If, however, the entire agreement to arbitrate or your waiver of the right to bring or participate in a class or representative action or in consolidation procedures is unenforceable, then the agreement to arbitrate shall be of no force or effect. Notwithstanding the preceding sentence, with respect to California Account Holders, if arbitration is unenforceable, in whole or in part, you and we agree to resolve any Claim by a judicial reference proceeding as described above.
*Amendment in Writing Only.* This agreement to arbitrate may not be amended, severed, or waived, except as expressly provided in the Agreement or in a written agreement between you and us.

## *Other Information*

**Transactions in Foreign Currencies:** If you make a transaction at a merchant that settles in a currency other than U.S. dollars, Mastercard International Incorporated or Visa Incorporated will convert that charge into a U.S. Dollar amount. That conversion will be done at a rate selected by Mastercard or Visa from the range of rates available in wholesale currency markets for the applicable central processing date, which rate may vary from the rate Mastercard or Visa itself receives, or the government-mandated rate in effect for the applicable central processing date. The currency conversion rate used on the processing date may differ from the rate that would have been used on the purchase date or on the date the transaction is posted to your Account. You agree to pay the converted amount, including any charges for the conversion that may be imposed as described above.

**Changes to Your Agreement:** The rates, fees and terms of this Agreement may change and we may add or delete any term to this Agreement, consistent with applicable law. We will give you advance written notice of these changes and a right to reject the change, if required by law.

**Unauthorized Use:** Notify us immediately if your Card is lost or stolen or you suspect that someone is using your Card or Account without your permission.

**Assignment:** We may assign any or all of our rights and obligations under this Agreement. You may not assign any of your rights or obligations under this Agreement.

**No Waiver:** We will not lose our rights under this Agreement because we delay or do not enforce them.

**Governing Law:** This Agreement is governed by and interpreted in accordance with the laws applicable to national banks, and, where no such laws apply, by the laws of the State of Nevada, excluding the conflicts of law provisions thereof, regardless of your state of residence.

**Conformance with Law; Severability:** If any part of this Agreement conflicts with applicable law, that provision will be considered modified to conform to applicable law. If any part of this Agreement is invalid, the rest shall remain in effect, except as otherwise noted in the Arbitration Provision.

## *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 the Billing Inquiries address on the statement.

In your letter, give us the following information:

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

You must contact us:

- Within 60 days after the error appeared on your statement.
- At least 3 business days before an automated payment is scheduled, if you want to stop payment on the amount you think is wrong.

You must notify us of any potential errors in writing. You may call us, but if you do we are not required to investigate any potential errors and you may have to pay the amount in question.

**What Will Happen After We Receive Your Letter**

When we receive your letter, we must do two things:

1. Within 30 days of receiving your letter, we must tell you that we received your letter. We will also tell you if we have already corrected the error.
2. Within 90 days of receiving your letter, we must either correct the error or explain to you why we believe the bill is correct.

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

- We cannot try to collect the amount in question, or report you as delinquent on that amount.
- The charge in question may remain on your statement, and we may continue to charge you interest on that amount.
- While you do not have to pay the amount in question, you are responsible for the remainder of your balance.
- We can apply any unpaid amount against your credit limit.

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

*If we made a mistake:* You will not have to pay the amount in question or any interest or other fees related to that amount.

*If we do not believe there was a mistake:* You will have to pay the amount in question, along with applicable interest and fees. We will send you a statement of the amount you owe and the date payment is due. We may then report you as delinquent if you do not pay the amount we think you owe.

If you receive our explanation but still believe your bill is wrong, you must write to us within 10 days telling us that you still refuse to pay. If you do so, we cannot report you as delinquent without also reporting that you are questioning your bill. We must tell you the name of anyone to whom we reported you as delinquent, and we must let those organizations know when the matter has been settled between us.

If we do not follow all of the rules above, you do not have to pay the first $50.00 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 $50.00. (Note: Neither of these are necessary if your purchase was based on an advertisement we mailed to you, or if we own or operate the company that sold you the goods or services.)
2. You must have used your credit card for the purchase. Purchases made with cash advances from an ATM or with a check that accesses your credit card account do not qualify.
3. You must not yet have fully paid for the purchase.

If all of the criteria above are met and you are still dissatisfied with the purchase, contact us in writing at the Billing Inquiries address shown on your statement.

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

## ***Rewards Program Supplement***

This document ("Supplement") describes the terms and conditions of the Credit One Bank Cash Back Rewards Program ("Program") and supplements the Card Agreement that governs your credit card account issued by Credit One Bank, N.A. (the "Account"). By using the Account, you agree to participate in the Program. Your participation is subject to the terms of the Card Agreement, including the arbitration agreement, if applicable, and this Supplement. In the event of a conflict between the Card Agreement and this Supplement, with respect to matters relating to the Program, this Supplement controls.

**Earning Cash Back Rewards**: You earn cash back rewards in the form of an automatic statement credit equal to 1% of Net Eligible Purchases (as defined below) made with your Account. You do not earn cash back rewards on Cash Advances, Balance Transfers, interest, fees, and other charges. We will post a statement credit to your Account within thirty-seven days after the end of the month based on the Net Eligible Purchases posted to your Account from the first day to the last day of the current month. If your Account is in default, as defined in your Card Agreement, at the time the credit is to be posted, you WILL NOT receive the credit. Cash back rewards have no cash value.

**Merchant Categories**: Merchants who accept credit cards are assigned a merchant code, which is determined by the merchant or its processor in accordance with the applicable credit card network's procedures based on the kinds of products and services they primarily sell. We have no control over merchant codes. Please note:

- We make every effort to include all relevant merchant codes in our cash back rewards categories. However, even though a merchant or some of the items that it sells may appear to fit within a cash back rewards category, the merchant may not have a merchant code in that category or may not use an eligible merchant code. When this occurs, Purchases with that merchant won't qualify for cash back rewards.
- A merchant with more than one location may submit Purchases using different codes, including codes that are not eligible under this Program. This means that Purchases from the same merchant at a different location may result in no cash back rewards. Purchases made without an eligible code WILL NOT qualify for cash back rewards.
- Purchases submitted by you, an authorized user, or the merchant through third-party payment accounts, mobile or wireless card readers, online or mobile digital wallets, or similar technology will not qualify in a cash back rewards category if the technology is not set up to process the purchase in that cash back rewards category.

**Eligible Purchases**: Eligible Purchases are Purchases from merchants in the following categories:

- gasoline (Service Stations, Automated Fuel Dispensers, Petroleum and Petroleum Products, Marinas and Marine Services),
- grocery (Grocery Stores and Supermarkets, Freezer and Meat Provisioners, Miscellaneous Food Stores – Convenience Stores and Specialty Markets. Grocery Purchases do not include Purchases at superstores, at stores that sell groceries and other products like drugstores; or at smaller stores like bakeries, candy, nut or confection stores),
- mobile phone service (Telecommunication Equipment and Telephone Sales, Telecommunication Services, including Local and Long-Distance Calls, Credit Card Calls, Calls Through Use of Magnetic-Stripe-Reading Telephones, and Fax Services), and
- internet, cable and satellite TV subscription services (Cable, Satellite and Other Pay Television/Radio/Streaming Services, Computer Network/Information Services).

**Purchases That Are Not Eligible:** Purchases from the following types of merchants are not eligible for cash back rewards:

- oil, propane, home heating companies,
- PayPal,
- warehouse clubs (including but not limited to Sam's Club, Costco, and BJ's), and
- discount supercenters (including but not limited to Walmart® and Target®).

**Net Eligible Purchases**: Net Eligible Purchases are Eligible Purchases minus any returns, disputed charges, unauthorized charges, illegal or fraudulent charges or other credits for such Purchases.

**Program Restrictions**: You will receive an automatic cash back rewards credit on each statement that has at least one Net Eligible Purchase. Automatic statement credits for cash back rewards will reduce the balance on your Account but will not count as payments. You will still be required to pay at least the Minimum Payment Due as shown on your billing statement each month. You WILL NOT earn cash back rewards for Purchases made while your Account is in default as defined within your Card Agreement. This Program excludes Accounts already enrolled in a different Credit One Bank cash back or other rewards program.

**Changes:** The Program may be changed (added to, modified or deleted) by us at any time, including without limitation changes to the definition of eligible or non-eligible purchases. We will give you prior notice to the extent required by law. Any revisions may affect your ability to earn cash back rewards.

**Termination**: We may suspend or terminate the Program or your participation in the Program at any time without prior notice. In such event, we will evaluate your Account for any eligible cash back rewards as of the Program termination date. Provided that you meet all of the other Program Restrictions listed above at that time, you will receive a distribution of the cash back rewards earned during the current billing period in the form of a statement credit.

**Limited Liability**: Unless otherwise required by law, this Program, or our Card Agreement with you, we will not be liable to you or anyone making a claim on your behalf, in connection with: (1) any change or termination of the Program; (2) any loss, damage, expense or inconvenience caused by any occurrence outside of our control; (3) any taxes that you incur as a result of receiving cash back rewards, payment of which taxes will be your responsibility; (4) any merchandise or services you purchase, or for any direct, indirect or consequential damages with respect to the use of your Account. In any event, any liability that Credit One may have to you in connection with the Program shall be limited to the amount of any cash back rewards you have earned in this Program. The Program and cash back rewards are void or limited where prohibited or restricted, respectively, by federal, state or local law.

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# *CARD AGREEMENT*

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## ***Pricing Summary***

| **Interest Rates and Interest Charges** | |
|---|---|
| **ANNUAL PERCENTAGE RATE (APR) for Purchases** | **28.74%**<br>This APR will vary with the market based on the Prime Rate. |
| **ANNUAL PERCENTAGE RATE (APR) for Balance Transfers** | **28.74%**<br>This APR will vary with the market based on the Prime Rate. |
| **ANNUAL PERCENTAGE RATE (APR) for Cash Advances** | **28.74%**<br>This APR will vary with the market based on the Prime Rate. |
| **Paying Interest** | Your due date is at least 24 days after the close of each billing cycle. We will not charge you any interest on Purchases if you pay your entire balance by the due date each month. We will begin charging interest on Cash Advances and Balance Transfers from the posting date. |
| **Minimum Interest Charge** | If you are charged interest, the charge will be no less than $1.00. |
| **For Credit Card Tips from the Consumer Financial Protection Bureau** | **To learn more about factors to consider when applying for or using a credit card, visit the website of the Consumer Financial Protection Bureau at http:// www.consumerfinance.gov/learnmore.** |
| **Fees** | |
| **Annual Fee** | **$75** for the first year. After that **$99** annually (billed at $8.25 per month). |
| **Transaction Fees**<br>• Cash Advance<br>• Balance Transfer<br>• Foreign Transaction | <br>Either **$5** or **8%** of the amount of each Cash Advance, whichever is greater.<br>Either **$5** or **8%** of the amount of each Balance Transfer, whichever is greater.<br>Either **$1** or **3%** of the amount of each purchase in U.S. dollars, whichever is greater. |
| **Penalty Fees**<br>• Late Payment<br>• Returned Payment | <br>Up to **$39***<br>Up to **$39**** |

**How We Will Calculate Your Balance:** We use a method called "average daily balance (including new Purchases)." See your Card Agreement for more details.

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

**Authorized User Card Fee:** If you request a card for an authorized user, we charge an Authorized User Card Fee of $19 annually. This fee will reduce the amount of your available credit.

***Late Payment Fee:** We will charge the maximum safe harbor amount, which is set annually in accordance with 12 C.F.R 1026.52(b)(1)(ii)(D). Currently the fee is $29, unless you incurred a Late Payment Fee during the prior six billing cycles. If you did, the fee is currently $39. This fee will not exceed the related Minimum Payment that was due. We charge a Late Payment Fee to your Account if at least the Amount Due This Period (less any Late Payment Fee for the current billing cycle) plus any Past Due Amount is not received by 5:00 p.m. PT on the Payment Due Date shown on your statement.

****Returned Payment Fee:** We will charge the maximum safe harbor amount, which is set annually in accordance with 12 C.F.R 1026.52(b)(1)(ii)(D). If a payment is not honored upon first presentment, even if the payment is later honored, a Returned Payment Fee will be charged to your Account. Currently, the fee is $29, unless you incurred a Returned Payment Fee in the prior six billing cycles. If you did, the fee is currently $39. This fee will not exceed the related Minimum Payment that was due.

**Additional Rate Information:** The Purchase, Balance Transfer and Cash Advance APR equals the Prime Rate plus a margin of 21.99%. This corresponds to a monthly periodic rate of 2.39500%.

**Minimum Payments:** 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 the sum of:

- 5% of your outstanding balance, rounded up to the next whole dollar, or $30, whichever is greater;
- any Late Payment Fee for the current billing cycle;
- and any Past Due Amount (excluding any past due Late Payment Fees).

## ***The Agreement***

This Agreement, together with the Pricing Summary, is your contract with us.

**Accepting this Agreement:** You accept this Agreement when you use the Account. You may still reject this Agreement if you have not yet used the Card, used the Account, or paid a fee after receiving a billing statement. To reject the Agreement, call us at 866-515-5721 or write us at Bank Card Center, P.O. Box 95516, Las Vegas, NV 89193-5516. If you reject the Agreement, you are not responsible for any fees or charges.

**Arbitration:** This Agreement includes an Arbitration Provision with class action and jury trial waivers. You can reject the Arbitration Provision. See "How to REJECT this agreement to arbitrate" in the Arbitration section. If you do not, it will be part of this Agreement.

**Promise to Pay:** You agree to pay us for all amounts due on your Account, including credit for Purchases, Balance Transfers, and Cash Advances, as well as interest charges and fees. This includes charges made by Additional Cardholders and other Authorized Users.

## ***Definitions***

**Account** means the Credit One Bank card account under this Agreement.

**Authorized User** means any person you allow to use your Account or Card, including Additional Cardholders. If the Authorized User has been issued a Card and you want to terminate the Authorized User, you must notify us by telephone or in writing.

**Balance Transfer** means a transaction we designate that allows you to use your Account to pay another creditor or yourself. Balance Transfers cannot be used to pay us or our affiliates. A Balance Transfer will be subject to the terms of the Balance Transfer offer and this Agreement.

**Card** refers to one or more cards or access devices, including your Account number, that we give you or someone else with your authorization to get credit under this Agreement.

**Cardholder** refers to each person with a card issued in their name.

**Cash Advance** means the use of your Account to obtain funds at a financial institution or the use of a Convenience Check.

**Convenience Check** means a check we issue to you to take a Cash Advance. You may not use these checks to pay us or our affiliates.

**Purchase** means the use of the Account to obtain goods or services.

**Prime Rate** means the highest U.S. Prime Rate in the Money Rates section of The Wall Street Journal on the 25th day of the month, or the next day if that day is not a publication day. If The Wall Street Journal does not publish the U.S. Prime Rate, we may substitute another index.

**we**, **us**, **our**, and **Credit One Bank** refer to Credit One Bank, N.A., the issuer of your Card.

**you**, and **your** refer to each person who has applied for the Account and where appropriate, the Authorized User.

## ***Features and Use of Your Account***

**Using Your Card:** You may make Purchases wherever the Card is accepted. You may use the Account to obtain Cash Advances, but you may not make more than two Cash Advance transactions per day which may not exceed the lower of your available credit for cash or $200. You may use the Account for only personal, family, or household purposes, and if your Account is used for any other purpose you are still responsible for such use. You may not use the Account for business or commercial purposes. The Account may not be used for online or internet gambling or illegal purposes.

**Your Credit Limit:** We will tell you your credit limit. Keep your Account balance below your credit limit. If you do not, you must still pay us. We may designate part of your credit limit as a Cash Advance limit and part as a Balance Transfer limit. We may change your credit limit(s) at any time, without notice. You may use a portion of your credit limit for Cash Advances and Balance Transfers. Each Purchase, Cash Advance, and Balance Transfer obtained will reduce the amount of available credit under your credit limit until it is repaid. We may delay increasing your available credit by the amount of any payment that we receive for up to 12 calendar days.

**Credit Limit Increase:** To request a credit limit increase contact the Customer Service number on your statement. We may impose a fee for processing the request.

**Credit Authorizations:** We may decline to authorize a transaction for any reason. We will not be liable to you if we decline a transaction or if anyone refuses any use of your Card.

**Automatic Billing:** You may set up automatic billing with a merchant. You authorize us to provide an updated Account number or Card expiration date to any merchant at our discretion. Contact the merchant to stop automatic billing.

**Joint Accounts:** If this is a joint account, each of you is responsible individually and together for all amounts owed. Each of you is responsible even if the Account is used by only one of you. You will continue to be liable for the entire balance of the Account, even if your co-applicant is ordered by a court to pay us. You will remain liable to us if your co-applicant fails to pay as ordered by the court. Your Account status will continue to be reported to the credit reporting agencies under each of your names. The delivery of notices or billing statements to either of you serves as delivery to each of you. We may rely on instructions given by either of you. We are not liable to either of you for relying upon such instructions.

**Electronic Access:** Applications (apps) on electronic devices (such as mobile wallets) can store your Card and can be used to get credit under this Agreement. Such transactions are covered by this Agreement. Apps may have separate terms of use. We are not responsible if you violate those terms or for any consequences from violating those terms.

**Additional Cardholder:** At your request, we may, at our discretion, issue, in the name of another person, an additional Card on your Account. That person is an Additional Cardholder, as well as an Authorized User. An Additional Cardholder has access to certain Account information including balance, available credit and payment information. If you advise us that the Additional Cardholder is your spouse, information regarding the Account will be provided to consumer reporting agencies in your name as well as in the name of the Additional Cardholder. By requesting that we add an Additional Cardholder to your Account, you represent that you (1) have the consent of the Additional Cardholder to be added to the Account, (2) have provided a copy of this Agreement to the Additional Cardholder, and (3) if the Additional Cardholder is your spouse, you have told the Additional Cardholder that Credit One Bank will furnish credit information about them to the credit reporting agencies in connection with the Account. The Additional Cardholder may report the Card lost or stolen and may remove him or herself from the Account.

## ***Interest Rates and Interest Changes***

**Annual Percentage Rates (APRs):** See the Pricing Summary for your APRs. The APR for Balance Transfers will be the same as the APR for standard Purchases, unless a promotional rate applies.

**Variable Rates:** Your Pricing Summary indicates whether you have any variable APRs. Variable APRs are determined by adding to the Prime Rate the number of percentage points ("margin") specified in the Pricing Summary. Variable APRs will increase or decrease when the Prime Rate changes. The APR change will take effect beginning with billing cycles that end on or after the first day of the month after the month in which the Prime Rate changes. An increase in the APR will increase your interest charges and may increase your Minimum Payment Due.

**Average Daily Balance Method (including new transactions):** We calculate interest each billing cycle by first figuring the "average daily balance" for each type of balance. Standard Purchases, standard Cash Advances, standard Balance Transfers, and each promotional offer, are all types of balances.

For each type of balance, for each billing cycle, we start with the balance on the last day of your previous billing cycle. We subtract any unpaid interest. This is the beginning balance each day. Each day of the billing cycle we subtract any new payments and credits applied to that type of balance. We add any new transactions and fees for that type of balance. We add Purchases, Cash Advances, and Balance Transfers on the post date. We add transaction fees on promotional rate and non-promotional rate Balance Transfers to the same type of balance as the transaction. We add all other fees to the standard Purchase balance. This gives us the daily balance for that type of balance, except that if the daily balance is negative, we treat it as zero. We then add up all of the daily balances and divide by the number of days in the billing cycle. This gives us the "average daily balance" for that type of balance. We multiply the average daily balance by the applicable monthly periodic rate (the APR divided by 12). This gives us the interest charged for that type of balance for that billing cycle. This interest is included in the Account balance on the last day of the billing cycle. The results for all types of balances are then added together to determine the total interest charged that billing cycle.

**When Interest Begins:** We begin to impose interest on a transaction or fee from the day we add it to the daily balance. We continue to impose interest 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 billing statement by the Payment Due Date shown on that billing statement, we will not impose interest on new Purchases paid by the Payment Due Date on your current billing statement. The Payment Due Date will be at least 24 days after the close of the billing cycle. If you have been paying your Account balance in full and thereby avoiding interest on Purchases, but then do not pay the next New Statement Balance in full by the Payment Due Date, in that billing cycle we will start charging interest on the unpaid portion of your balance.

## ***Fees***

See the Pricing Summary for additional Fee information.

**Annual Fee:** If your Account is subject to an Annual Fee, the amount and when it is billed is shown on the Pricing Summary. The Annual Fee is billed to the Account until the Account is closed and the outstanding balance is paid in full. The Annual Fee is refundable as long as you cancel your Account and have not used your card for any Purchases, Cash Advances, or Balance Transfers and you have not made a payment.

**Credit Limit Increase Fee:** If a fee is imposed for processing a Credit Limit increase request, we will tell you the amount of the fee at the time of your request and before you agree to it.

**Foreign Transaction Fee:** We add this fee, unless "None" is stated in the Pricing Summary table, for each purchase made outside the U.S. (A purchase is made outside the U.S. unless it is made with a U.S. merchant, processed completely in the U.S., and in U.S. dollars.) The fee is a percentage of the U.S. dollar amount of the purchase. American Express charges a foreign currency conversion fee of 1% of the amount of the transaction in U.S. dollars. This fee is included as part of the Foreign Transaction Fee listed in the Pricing Summary.

**Optional Express Payment Service Fee:** If a representative of ours helps expedite your payment, we may impose an Express Payment fee. You will be informed of the amount of the fee before you complete the transaction.

**Duplicate Statement Fee:** If you request a duplicate copy of a monthly statement, for any purpose other than to assert a billing error, you will be charged a fee of up to $10 for each statement copy requested.

**Sales Slip Request Fee:** If you request a copy of a sales slip, for any purpose other than to resolve a dispute about the charges on your Account, you will be charged a fee of $6 for each sales slip copy requested.

**Replacement Card Fee:** If you request a replacement card, a Replacement Card Fee of up to $25 may be charged to your Account.

## ***Payments***

**Minimum Payment Due:** See the Pricing Summary for the minimum payment requirements.

**Small Balances:** As it is uneconomical for both you and us to process payments or maintain credits that are $1 or less in amount, you agree as follows: (1) In any billing cycle in which you have had no transactions and your New Balance on the billing date is $1 or less, the balance will be rounded to

zero and you will not receive a bill for this amount. (2) In the event that you have a credit balance of $1 or less for two consecutive billing cycles, the balance will be rounded to zero and you will not receive a refund of this amount.

**Payment Instructions:** You must pay us in U.S. dollars, in funds on deposit in the U.S. 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.

**Irregular Payments:** Any payment submitted in offer of settlement of a disputed debt, including any item containing a notation such as "paid in full," and any other item with a restrictive endorsement, must be sent to: Credit One Bank, P.O. Box 95516, Las Vegas, NV 89193-5516. We can accept late payments, partial payments, and checks or other items with restrictive endorsements at any other address without losing any of our rights under this Agreement.

**Postdated Checks:** You agree that we need not examine any payment check to confirm that it is not postdated and that we may deposit any postdated check on the day we receive it.

**Payment Allocation:** We apply payments up to the Minimum Payment Due and credits at our discretion, which may result in balances at lower APRs being paid first and higher interest charges. Payments over the Minimum Payment Due will be applied to balances with higher APRs first.

## ***Collecting, Sharing, and Updating Information***

**Customer Privacy:** We send you our Privacy Policy when you open your Account and thereafter in accordance with applicable law. 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. You accept the terms of our Privacy Policy when you use the Account. Contact us or visit CreditOne.com if you would like a copy.

**Information About You:** You authorize us to obtain and/or use information about you from third parties and credit reporting agencies to: (1) verify your identity and/or conduct investigative inquiries; (2) determine your income and credit eligibility; (3) review your Account and provide renewal of credit; (4) verify your current credit standing in order to present future credit limit increases or decreases; (5) qualify you for and present additional lines of credit or other offers; and (6) collect amounts owing on your Account. Upon request, we will tell you the name and address of any credit reporting agency that provided us with information concerning you.

**Furnishing Information:** We may furnish information concerning your Account or credit file to consumer reporting agencies and others who may properly receive that information. If you believe that information we furnished is inaccurate or incomplete, please write us at Credit One Bank, P. O. Box 98873, Las Vegas, NV 89193-8873. Please include your name, address, home phone number and Account number.

**Telephone Calls, Text Messages and Emails Regarding Your Account:** You are providing express written permission and consent authorizing Credit One Bank and our agents, servicers, contractors, subsidiaries, affiliates, officers, and other partners and employees to contact you at any phone number (including mobile, cellular/wireless, or similar devices) or email address you provide at any time, for any lawful purpose. The ways in which we may contact you include live operator, dialing system, automatic telephone dialing systems (auto-dialer), prerecorded and artificial voice message, text/SMS message or email. Phone numbers and email addresses you provide include those you give to us, those from which you, or someone acting on your behalf, contact us or which we obtain through other means. If you provide a phone number for which you are not the owner, you confirm you are authorized to provide that number. Such lawful purposes include, but are not limited to: obtaining information; activation of the card for verification and identification purposes; account transactions or servicing related matters; suspected fraud or identity theft; collection on the Account; and providing information about special products and services. You agree to pay any fee(s) or charge(s) that you may incur for incoming communications from us or outgoing communications to us, to or from any such number or email address, without reimbursement from us.

**Communication Revocation:** You may revoke your authorization for most communications. However, you cannot revoke authorization for fraud related communications or legally required communications. To change your communication preferences or to revoke consent you must write us. Please:

- include your name, mailing address, and the last four digits of your Account number;
- specify whether you are changing your preferences regarding mail, telephone calls, emails, and/or text or SMS messages;
- provide the specific phone number(s) and/or email address for which you are requesting communications to cease;
- send this written notice to: Credit One Bank, P.O. Box 98873, Las Vegas, NV 89193-8873.

Certain communication preferences can be changed on-line. Please log in to your Account to see if that option is available.

**Telephone Monitoring:** You agree that we (and our servicers, agents and contractors) may monitor and record any calls between you and us.

**Updating Your Phone Number:** Notify us immediately if you change mobile or cell phone numbers or plan to give your phone to someone else. It is your responsibility to provide us with a true, accurate and complete mobile number and to maintain and update promptly any changes in this information. You can update your mobile number by calling us at the phone number on the back of your Card.

**Indemnification:** If you provide telephone number(s) for which you are not the subscriber, or fail to notify us when you cease to be the subscriber for a telephone number you previously gave us, you agree to indemnify us, our subsidiaries, affiliates, officers, agents, servicers, contractors, and other partners and employees for any costs and expenses, including reasonable attorneys' fees, incurred as a result of us contacting or attempting to contact you at the number(s). Your obligation under this paragraph shall survive termination of the Agreement.

## ***Account Closure***

**Default:** You are in default under this Agreement if (1) bankruptcy or another insolvency proceeding is filed by or against you; (2) we reasonably believe you are unable or unwilling to repay us; (3) you die or are legally incompetent or incapacitated; (4) you fail to comply with the terms of this Agreement, including failing to make a required payment when due, exceeding your credit limit or using your Card or Account for an illegal transaction; (5) you give us misleading, false, incomplete or incorrect information or fail to give us any information we deem necessary; or (6) if you no longer permanently reside in the United States or its territories. If you are in default, we may declare the entire Account balance immediately due and payable without advance 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.

**Closing Your Account:** You may close your Account at any time. You will remain responsible for any amount you owe us under this Agreement. Any joint Cardholder may cancel a joint Account. However, both of you will remain responsible for paying all amounts owed. If your Account is subject to an Annual Fee, the fee will continue to be charged until you pay your outstanding balance in full.

We may cancel, suspend or not renew your Card, Account, or access to the credit line at any time and for any reason without notice. If your Account is closed by us, the Annual Fee will continue to be charged until you pay your outstanding balance in full.

However, when your Account is closed, if there is: (1) a debit balance of $1 or less, that balance will be rounded to zero and you will not be required to pay this amount; or (2) a credit balance of $1 or less, that balance will be rounded to zero and this amount will not be refunded to you. The rounding to zero may occur after your closing statement cycles, and you may not receive a statement reflecting the rounding.

## ***Arbitration Agreement***

**PLEASE READ CAREFULLY—IMPORTANT—AFFECTS YOUR LEGAL RIGHTS**

This agreement to arbitrate provides that you or we can require controversies or disputes between us to be resolved by BINDING ARBITRATION. You have the right to REJECT this agreement to arbitrate by using the procedure explained below.

If you do not reject this agreement to arbitrate, you GIVE UP YOUR RIGHT TO GO TO COURT and controversies or disputes between us will be resolved by a NEUTRAL ARBITRATOR INSTEAD OF A JUDGE OR JURY, using rules that are simpler and more limited than in a court. Arbitrator decisions are subject to VERY LIMITED REVIEW BY A COURT. Arbitration will proceed INDIVIDUALLY— CLASS ACTIONS AND SIMILAR PROCEDURES WILL NOT BE AVAILABLE TO YOU.

**Agreement to Arbitrate:** You and we agree that either you or we may, without the other's consent, require that controversies or disputes between you and us (all of which are called "Claims"), be submitted to mandatory, binding arbitration. This agreement to arbitrate is made pursuant to a transaction involving interstate commerce, and shall be governed by, and enforceable under, the Federal Arbitration Act (the "FAA"), 9 U.S.C. §1 et seq., and (to the extent State law is applicable), the laws of the State of Nevada.

For purposes of this agreement to arbitrate, "you" includes you, any co-applicant, any Authorized User (including Additional Cardholders), or anyone else connected with you or claiming through you; and "we" or "us" includes Credit One Bank, N.A., all of its parents, subsidiaries, affiliates, successors, predecessors, employees, and related persons or entities, and all third parties who are regarded as agents or representatives of us in connection with the subject matter of the claim or dispute at issue.

**Covered Claims:** Claims subject to arbitration include, but are not limited to, any controversies or disputes arising from or relating in any way to your Account; any transactions involving your Account; any disclosures made to you concerning your Account; any interest, charges, or fees assessed on your Account; any service(s) or programs related to your Account; and, if permitted by the rules of the arbitration forum, any collection of debt related

to your Account. Claims also include controversies or disputes arising from or relating in any way to advertising, solicitations, or any application for, approval of, or establishment of your Account. Claims subject to arbitration include any controversies or disputes based on any theory of law, whether contract, tort, statute, regulation, common law, or equity, or whether they seek legal or equitable remedies. All Claims are subject to arbitration whether they arose in the past, may currently exist, or may arise in the future. Arbitration will apply even if your Account is closed, you pay us in full any outstanding debt you owe, or you file for bankruptcy. Also, controversies or disputes about the validity, enforceability, coverage, meaning, or scope of this agreement to arbitrate or any part thereof are subject to arbitration and are for the arbitrator to decide. Any questions about what Claims are subject to arbitration shall be resolved by interpreting this agreement to arbitrate in the broadest way the law will allow it to be enforced.

**Claims Not Covered:** Claims (whether brought initially or by counter or cross-claim) are not subject to arbitration if they are filed by you or us in a small claims court, so long as the case remains in such court and only individual claims for relief are advanced in the case.

**No Class Arbitration or Consolidation or Joinder of Parties:** Class actions and other similar procedures in which individuals seek to represent similarly situated individuals or seek relief on behalf of the general public, and consolidation or joinder of Claims (except for claimants on the same account), are NOT available under this agreement to arbitrate. Claims in arbitration will proceed on an INDIVIDUAL basis only:

> UNLESS YOU REJECT THIS AGREEMENT TO ARBITRATE, YOU AND WE WAIVE THE RIGHT TO ASSERT OR PARTICIPATE IN A CLASS ACTION OR ANY REPRESENTATIVE OR CONSOLIDATED PROCEEDING IN COURT OR IN ARBITRATION.

The arbitrator shall have no authority to entertain any Claim as a class action or private attorney general action or on any other similar representative basis, nor shall the arbitrator have any authority to consolidate or join Claims brought by separate claimants (except for claimants on the same account). This also means that the arbitrator 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.†

†**Notice to California Account Holders:** This agreement to arbitrate shall not be construed to prevent you from seeking in the arbitration the remedy of public injunctive relief if (a) you reside in California, (b) you resided in California at the time you entered into this agreement to arbitrate, or (iii) the billing address for your Account is a California address (hereafter, "California Account Holder").

**Initiation of Arbitration:** The arbitration shall be administered by the American Arbitration Association ("AAA") before a single arbitrator under the AAA's Consumer Arbitration Rules, or by a mutually agreeable administrator, before a single arbitrator, as modified by this arbitration provision. Information about the arbitration process for AAA can be obtained from the AAA at www.adr.org. The arbitrator shall be selected from the AAA (or mutually agreeable administrator) panel of neutrals then active on the roster maintained by the AAA (or mutually agreeable administrator) office located in the city of or nearest to your billing address and, unless otherwise mutually agreed, the arbitrator shall be a retired federal judge, a retired state appellate judge, a retired state trial judge, or a lawyer with at least 15 years of experience in that order of preference.

In the event that the AAA or mutually agreeable administrator is unable or unwilling 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).

**Arbitration Procedures and Applicable Law; Offer of Settlement:** Unlike a lawsuit in state or federal court, arbitration is conducted by a private organization that specializes in alternative dispute resolution. Disputes in arbitration are decided by a neutral arbitrator instead of a judge or jury. You may represent yourself in arbitration, or you may be represented by a lawyer.

Under this agreement to arbitrate, a single arbitrator designated by the arbitration administrator will decide the Claim under applicable law. The arbitrator is bound by the terms of this agreement to arbitrate. The AAA or mutually agreeable administrator will apply its code of procedures in effect at the time the arbitration claim is filed. If there is a conflict between that code of procedures and this arbitration provision and/or any sections of this Card Agreement, this arbitration provision and/or this Card Agreement will control. The arbitrator will honor all claims of privilege recognized by law. Subject to the prohibition on class, representative, and consolidation procedures set forth above, the arbitrator will have the power to award to a party any damages or other relief (including relief in equity) provided for under applicable law. That is, a party will be entitled to recover in arbitration any damages or other relief that it could recover if it prevailed in a court proceeding. An arbitrator's award shall consist of a written statement setting forth the disposition of each Claim. At the request of any party, the arbitrator shall also set forth a written explanation of the essential findings and conclusions on which the award is based. An arbitration award shall decide the rights and obligations only of the parties named in the arbitration, and shall not have any bearing on another person or dispute.

If your Claim is for $10,000 or less, you may choose whether the arbitration will be conducted solely on the basis of documents, in a telephonic hearing, or in an in-person hearing.

Any in-person hearing will take place in the federal judicial district that includes your billing address at the time the Claim is filed, unless the parties agree to a different place.

**The Arbitrator's Decision:** The arbitrator's decision will be final and binding on the parties. A party can file a written appeal to the arbitration administrator within thirty (30) days after an award is issued. The appeal will proceed before a panel of three neutral arbitrators designated by the same arbitration administrator. The panel will decide anew all factual and legal issues, following the same rules of procedure, by majority vote any aspect of the original decision objected to. The costs of such an appeal will be borne in accordance with the below paragraph entitled "Fees and Costs". Any review by a court shall be governed by the Federal Arbitration Act. Any final arbitration award will be binding on the named parties and enforceable by any court having jurisdiction.

**Fees and Costs:** We will pay any costs that are required to be paid by us under the arbitration administrator's rules of procedure. If you file the arbitration, you will pay your share of the initial filing fee, unless you seek and qualify for a fee waiver under the applicable rules of the arbitration administrator. The party filing an appeal shall be responsible for all filing fees and costs of the appeal unless prohibited by administrator's rules of procedure. All parties are responsible for their own attorney's fees, expert fees and any other expenses, unless the arbitrator awards such fees or expenses to you or us if allowed by applicable law.

**Other Parties Subject to this Agreement to Arbitrate:** In addition to you and us, the rights and duties described in this agreement to arbitrate apply to: any third party co-defendant of a claim subject to this arbitration provision; all joint account holders, Additional Cardholders, and Authorized Users of your Account(s).

**How to REJECT this Agreement to Arbitrate:** You can reject this agreement to arbitrate but only if we receive from you a written notice of rejection within 45 days after it was first provided to you. To reject this agreement to arbitrate you must send the notice of rejection to: Credit One Bank, Attention: Arbitration Opt Out, P. O. Box 98873, Las Vegas, NV 89193-8873. Rejection notices sent to any other address will not be accepted or effective. If you decide to reject this agreement to arbitrate in writing, your notice must state that you reject this agreement to arbitrate and include your name, address, account number, and personal signature. Rejection of arbitration will not affect your other rights or responsibilities under this Card Agreement.

**Survival, Severability, and Amendment of Terms:**
*Survival.* This agreement to arbitrate shall survive changes in the Agreement and termination of the Account or the relationship between you and us, including the bankruptcy of any party and any transfer or sale of your Account, or amounts owed on your Account, to another person or entity.
*Severability.* If any part or parts of your agreement to arbitrate are declared unenforceable, then such specific part or parts shall be of no force or effect and shall be severed, but the remainder of this agreement to arbitrate shall continue in full force and effect. If, however, the entire agreement to arbitrate or your waiver of the right to bring or participate in a class or representative action or in consolidation procedures is unenforceable, then the agreement to arbitrate shall be of no force or effect. Notwithstanding the preceding sentence, with respect to California Account Holders, if arbitration is unenforceable, in whole or in part, you and we agree to resolve any Claim by a judicial reference proceeding as described above.
*Amendment in Writing Only.* This agreement to arbitrate may not be amended, severed, or waived, except as expressly provided in the Agreement or in a written agreement between you and us.

## *Other Information*

**Transactions in Foreign Currencies:** If you make a transaction at a merchant that settles in a currency other than U.S. dollars, American Express will convert that charge into a U.S. Dollar amount. That conversion will be done at a rate selected by American Express from the range of rates available in wholesale currency markets for the applicable central processing date, which rate may vary from the rate American Express itself receives, or the government-mandated rate in effect for the applicable central processing date. The currency conversion rate used on the processing date may differ from the rate that would have been used on the purchase date or on the date the transaction is posted to your Account. You agree to pay the converted amount, including any charges for the conversion that may be imposed as described above.

**Changes to Your Agreement:** The rates, fees and terms of this Agreement may change and we may add or delete any term to this Agreement, consistent with applicable law. We will give you advance written notice of these changes and a right to reject the change, if required by law.

**Unauthorized Use:** Notify us immediately if your Card is lost or stolen or you suspect that someone is using your Card or Account without your permission.

**Assignment:** We may assign any or all of our rights and obligations under this Agreement. You may not assign any of your rights or obligations under this Agreement.

**No Waiver:** We will not lose our rights under this Agreement because we delay or do not enforce them.

**Governing Law:** This Agreement is governed by and interpreted in accordance with the laws applicable to national banks, and, where no such laws apply, by the laws of the State of Nevada, excluding the conflicts of law provisions thereof, regardless of your state of residence.

**Conformance with Law; Severability:** If any part of this Agreement conflicts with applicable law, that provision will be considered modified to conform to applicable law. If any part of this Agreement is invalid, the rest shall remain in effect, except as otherwise noted in the Arbitration Provision.

## ***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 the Billing Inquiries address on the statement.

In your letter, give us the following information:

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

You must contact us:

- Within 60 days after the error appeared on your statement.
- At least 3 business days before an automated payment is scheduled, if you want to stop payment on the amount you think is wrong.

You must notify us of any potential errors in writing. You may call us, but if you do we are not required to investigate any potential errors and you may have to pay the amount in question.

**What Will Happen After We Receive Your Letter**

When we receive your letter, we must do two things:

1. Within 30 days of receiving your letter, we must tell you that we received your letter. We will also tell you if we have already corrected the error.
2. Within 90 days of receiving your letter, we must either correct the error or explain to you why we believe the bill is correct.

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

- We cannot try to collect the amount in question, or report you as delinquent on that amount.
- The charge in question may remain on your statement, and we may continue to charge you interest on that amount.
- While you do not have to pay the amount in question, you are responsible for the remainder of your balance.
- We can apply any unpaid amount against your credit limit.

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

*If we made a mistake:* You will not have to pay the amount in question or any interest or other fees related to that amount.

*If we do not believe there was a mistake:* You will have to pay the amount in question, along with applicable interest and fees. We will send you a statement of the amount you owe and the date payment is due. We may then report you as delinquent if you do not pay the amount we think you owe.

If you receive our explanation but still believe your bill is wrong, you must write to us within 10 days telling us that you still refuse to pay. If you do so, we cannot report you as delinquent without also reporting that you are questioning your bill. We must tell you the name of anyone to whom we reported you as delinquent, and we must let those organizations know when the matter has been settled between us.

If we do not follow all of the rules above, you do not have to pay the first $50.00 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 $50.00. (Note: Neither of these are necessary if your purchase was based on an advertisement we mailed to you, or if we own or operate the company that sold you the goods or services.)
2. You must have used your credit card for the purchase. Purchases made with cash advances from an ATM or with a check that accesses your credit card account do not qualify.
3. You must not yet have fully paid for the purchase.

If all of the criteria above are met and you are still dissatisfied with the purchase, contact us in writing at the Billing Inquiries address shown on your statement.

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

## ***Rewards Program Supplement***

This document ("Supplement") describes the terms and conditions of the Credit One Bank Cash Back Rewards Program ("Program") and supplements the Card Agreement that governs your credit card account issued by Credit One Bank, N.A. (the "Account"). By using the Account, you agree to participate in the Program. Your participation is subject to the terms of the Card Agreement, including the arbitration agreement, if applicable, and this Supplement. In the event of a conflict between the Card Agreement and this Supplement, with respect to matters relating to the Program, this Supplement controls.

**Earning Cash Back Rewards**: You earn cash back rewards in the form of an automatic statement credit equal to 1% of Net Eligible Purchases (as defined below) made with your Account. You do not earn cash back rewards on Cash Advances, Balance Transfers, interest, fees, and other charges. We will post a statement credit to your Account within thirty-seven days after the end of the month based on the Net Eligible Purchases posted to your Account from the first day to the last day of the current month. If your Account is in default, as defined in your Card Agreement, at the time the credit is to be posted, you WILL NOT receive the credit. Cash back rewards have no cash value.

**Merchant Categories**: Merchants who accept credit cards are assigned a merchant code, which is determined by the merchant or its processor in accordance with the applicable credit card network's procedures based on the kinds of products and services they primarily sell. We have no control over merchant codes. Please note:

- We make every effort to include all relevant merchant codes in our cash back rewards categories. However, even though a merchant or some of the items that it sells may appear to fit within a cash back rewards category, the merchant may not have a merchant code in that category or may not use an eligible merchant code. When this occurs, Purchases with that merchant won't qualify for cash back rewards.
- A merchant with more than one location may submit Purchases using different codes, including codes that are not eligible under this Program. This means that Purchases from the same merchant at a different location may result in no cash back rewards. Purchases made without an eligible code WILL NOT qualify for cash back rewards.
- Purchases submitted by you, an authorized user, or the merchant through third-party payment accounts, mobile or wireless card readers, online or mobile digital wallets, or similar technology will not qualify in a cash back rewards category if the technology is not set up to process the purchase in that cash back rewards category.

**Eligible Purchases**: Eligible Purchases are Purchases from merchants in the following categories:

- gasoline (Service Stations, Automated Fuel Dispensers, Petroleum and Petroleum Products, Marinas and Marine Services),
- grocery (Grocery Stores and Supermarkets, Freezer and Meat Provisioners, Miscellaneous Food Stores – Convenience Stores and Specialty Markets. Grocery Purchases do not include Purchases at superstores, at stores that sell groceries and other products like drugstores; or at smaller stores like bakeries, candy, nut or confection stores),
- mobile phone service (Telecommunication Equipment and Telephone Sales, Telecommunication Services, including Local and Long-Distance Calls, Credit Card Calls, Calls Through Use of Magnetic-Stripe-Reading Telephones, and Fax Services), and
- internet, cable and satellite TV subscription services (Cable, Satellite and Other Pay Television/Radio/Streaming Services, Computer Network/Information Services).

**Purchases That Are Not Eligible:** Purchases from the following types of merchants are not eligible for cash back rewards:

- oil, propane, home heating companies,
- PayPal,
- warehouse clubs (including but not limited to Sam's Club, Costco, and BJ's), and
- discount supercenters (including but not limited to Walmart® and Target®).

**Net Eligible Purchases**: Net Eligible Purchases are Eligible Purchases minus any returns, disputed charges, unauthorized charges, illegal or fraudulent charges or other credits for such Purchases.

**Program Restrictions**: You will receive an automatic cash back rewards credit on each statement that has at least one Net Eligible Purchase. Automatic statement credits for cash back rewards will reduce the balance on your Account but will not count as payments. You will still be required to pay at least the Minimum Payment Due as shown on your billing statement each month. You WILL NOT earn cash back rewards for Purchases made while your Account is in default as defined within your Card Agreement. This Program excludes Accounts already enrolled in a different Credit One Bank cash back or other rewards program.

**Changes:** The Program may be changed (added to, modified or deleted) by us at any time, including without limitation changes to the definition of eligible or non-eligible purchases. We will give you prior notice to the extent required by law. Any revisions may affect your ability to earn cash back rewards.

**Termination**: We may suspend or terminate the Program or your participation in the Program at any time without prior notice. In such event, we will evaluate your Account for any eligible cash back rewards as of the Program termination date. Provided that you meet all of the other Program Restrictions listed above at that time, you will receive a distribution of the cash back rewards earned during the current billing period in the form of a statement credit.

**Limited Liability**: Unless otherwise required by law, this Program, or our Card Agreement with you, we will not be liable to you or anyone making a claim on your behalf, in connection with: (1) any change or termination of the Program; (2) any loss, damage, expense or inconvenience caused by any occurrence outside of our control; (3) any taxes that you incur as a result of receiving cash back rewards, payment of which taxes will be your responsibility; (4) any merchandise or services you purchase, or for any direct, indirect or consequential damages with respect to the use of your Account. In any event, any liability that Credit One may have to you in connection with the Program shall be limited to the amount of any cash back rewards you have earned in this Program. The Program and cash back rewards are void or limited where prohibited or restricted, respectively, by federal, state or local law.

American Express is a federally registered service mark of American Express. This credit card program is issued and administered by Credit One Bank, N.A., pursuant to a license from American Express.

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# *CARD AGREEMENT*

## *Pricing Summary*

| Interest Rates and Interest Charges | |
|---|---|
| **ANNUAL PERCENTAGE RATE (APR) for Purchases** | **23.99%** |
| **ANNUAL PERCENTAGE RATE (APR) for Balance Transfers** | **23.99%** |
| **ANNUAL PERCENTAGE RATE (APR) for Cash Advances** | **23.99%** |
| **Paying Interest** | Your due date is at least 24 days after the close of each billing cycle. We will not charge you any interest on Purchases if you pay your entire balance by the due date each month. We will begin charging interest on Cash Advances and Balance Transfers from the posting date. |
| **Minimum Interest Charge** | None |
| **For Credit Card Tips from the Consumer Financial Protection Bureau** | **To learn more about factors to consider when applying for or using a credit card, visit the website of the Consumer Financial Protection Bureau at http:// www.consumerfinance.gov/learnmore.** |
| **Fees** | |
| **Annual Fee** | **$75** for the first year. After that **$75** annually (billed at $6.25 per month). |
| **Transaction Fees**<br>• Balance Transfer<br>• Cash Advance<br>• Foreign Transaction | <br>Either **$7** or **4%** of the amount of each Balance Transfer, whichever is greater.<br>Either **$10** or **5%** of the amount of each Cash Advance, whichever is greater.<br>Either **$1** or **3%** of the amount of each purchase in U.S. dollars, whichever is greater. |
| **Penalty Fees**<br>• Late Payment<br>• Returned Payment | <br>Up to **$39***<br>Up to **$39**** |

**How We Will Calculate Your Balance:** We use a method called "average daily balance (including new Purchases)." See your Card Agreement for more details.

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

***Late Payment Fee:** We will charge the maximum safe harbor amount, which is set annually in accordance with 12 C.F.R 1026.52(b)(1)(ii)(D). Currently the fee is $29, unless you incurred a Late Payment Fee during the prior six billing cycles. If you did, the fee is currently $39. This fee will not exceed the related Minimum Payment that was due. We charge a Late Payment Fee to your Account if at least the Amount Due This Period (less any Late

Payment Fee for the current billing cycle) plus any Past Due Amount is not received by 5:00 p.m. PT on the Payment Due Date shown on your statement.

****Returned Payment Fee:** We will charge the maximum safe harbor amount, which is set annually in accordance with 12 C.F.R 1026.52(b)(1)(ii)(D). If a payment is not honored upon first presentment, even if the payment is later honored, a Returned Payment Fee will be charged to your Account. Currently, the fee is $29, unless you incurred a Returned Payment Fee in the prior six billing cycles. If you did, the fee is currently $39. This fee will not exceed the related Minimum Payment that was due.

**Additional Rate Information:** The Purchase, Balance Transfer and Cash Advance APR corresponds to a monthly periodic rate of 1.99917%.

**Minimum Payments:** 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 the sum of:

- 5% of your outstanding balance, rounded up to the next whole dollar, or $30, whichever is greater;
- any Late Payment Fee for the current billing cycle;
- and any Past Due Amount (excluding any past due Late Payment Fees).

## ***Military Lending Act Protections***

**Covered Borrower:** A Covered Borrower is a consumer who is entitled to the Limitations on Terms of Consumer Credit Extended to Service Members and Dependents pursuant to a determination made in accordance with 32 C.F.R. 232.5(b).

**Compliance with the Military Lending Act:** This Agreement shall be interpreted to comply with the Military Lending Act, including its restrictions on permissible loan terms and limitations on interest and fees. As a Covered Borrower: (a) the arbitration provision shall not apply to you, (b) the Duplicate Statement Fee, the Sales Slip Request Fee, and the Replacement Card Fee shall not apply to you, and (c) any other provision of this Agreement that is inconsistent with the Military Lending Act shall not apply to you.

## ***The Agreement***

This Agreement, together with the Pricing Summary, is your contract with us.

**Accepting this Agreement:** You accept this Agreement when you use the Account. You may still reject this Agreement if you have not yet used the Card, used the Account, or paid a fee after receiving a billing statement. To reject the Agreement, call us at 866-515-5721 or write us at Bank Card Center, P.O. Box 95516, Las Vegas, NV 89193-5516. If you reject the Agreement, you are not responsible for any fees or charges.

**Arbitration:** This Agreement includes an Arbitration Provision with class action and jury trial waivers. You can reject the Arbitration Provision. See "How to REJECT this agreement to arbitrate" in the Arbitration section. If you do not, it will be part of this Agreement.

**Promise to Pay:** You agree to pay us for all amounts due on your Account, including credit for Purchases, Balance Transfers, and Cash Advances, as well as interest charges and fees. This includes charges made by Additional Cardholders and other Authorized Users.

## ***Definitions***

**Account** means the Credit One Bank card account under this Agreement.

**Authorized User** means any person you allow to use your Account or Card, including Additional Cardholders. If the Authorized User has been issued a Card and you want to terminate the Authorized User, you must notify us by telephone or in writing.

**Balance Transfer** means a transaction we designate that allows you to use your Account to pay another creditor or yourself. Balance Transfers cannot be used to pay us or our affiliates. A Balance Transfer will be subject to the terms of the Balance Transfer offer and this Agreement.

**Card** refers to one or more cards or access devices, including your Account number, that we give you or someone else with your authorization to get credit under this Agreement.

**Cardholder** refers to each person with a card issued in their name.

**Cash Advance** means the use of your Account to obtain funds at a financial institution or the use of a Convenience Check.

**Convenience Check** means a check we issue to you to take a Cash Advance. You may not use these checks to pay us or our affiliates.

**Purchase** means the use of the Account to obtain goods or services.

**Prime Rate** means the highest U.S. Prime Rate in the Money Rates section of The Wall Street Journal on the 25th day of the month, or the next day if that day is not a publication day. If The Wall Street Journal does not publish the U.S. Prime Rate, we may substitute another index.

**we**, **us**, **our**, and **Credit One Bank** refer to Credit One Bank, N.A., the issuer of your Card.

**you**, and **your** refer to each person who has applied for the Account and where appropriate, the Authorized User.

## ***Features and Use of Your Account***

**Using Your Card:** You may make Purchases wherever the Card is accepted. You may use the Account to obtain Cash Advances, but you may not make more than two Cash Advance transactions per day which may not exceed the lower of your available credit for cash or $200. You may use the Account only for personal, family, or household purposes, and if your Account is used for any other purpose you are still responsible for such use. You may not use the Account for business or commercial purposes. The Account may not be used for online or internet gambling or illegal purposes.

**Your Credit Limit:** We will tell you your credit limit. Keep your Account balance below your credit limit. If you do not, you must still pay us. We may designate part of your credit limit as a Cash Advance limit and part as a Balance Transfer limit. We may change your credit limit(s) at any time, without notice. You may use a portion of your credit limit for Cash Advances and Balance Transfers. Each Purchase, Cash Advance, and Balance Transfer obtained will reduce the amount of available credit under your credit limit until it is repaid. We may delay increasing your available credit by the amount of any payment that we receive for up to 12 calendar days.

**Credit Limit Increase:** To request a credit limit increase contact the Customer Service number on your statement. We may impose a fee for processing the request.

**Credit Authorizations:** We may decline to authorize a transaction for any reason. We will not be liable to you if we decline a transaction or if anyone refuses any use of your Card.

**Automatic Billing:** You may set up automatic billing with a merchant. You authorize us to provide an updated Account number or Card expiration date to any merchant at our discretion. Contact the merchant to stop automatic billing.

**Joint Accounts:** If this is a joint account, each of you is responsible individually and together for all amounts owed. Each of you is responsible even if the Account is used by only one of you. You will continue to be liable for the entire balance of the Account, even if your co-applicant is ordered by a court to pay us. You will remain liable to us if your co-applicant fails to pay as ordered by the court. Your Account status will continue to be reported to the credit reporting agencies under each of your names. The delivery of notices or billing statements to either of you serves as delivery to each of you. We may rely on instructions given by either of you. We are not liable to either of you for relying upon such instructions.

**Electronic Access:** Applications (apps) on electronic devices (such as mobile wallets) can store your Card and can be used to get credit under this Agreement. Such transactions are covered by this Agreement. Apps may have separate terms of use. We are not responsible if you violate those terms or for any consequences from violating those terms.

**Additional Cardholder:** At your request, we may, at our discretion, issue, in the name of another person, an additional Card on your Account. That person is an Additional Cardholder, as well as an Authorized User. An Additional Cardholder has access to certain Account information including balance, available credit and payment information. If you advise us that the Additional Cardholder is your spouse, information regarding the Account will be provided to consumer reporting agencies in your name as well as in the name of the Additional Cardholder. By requesting that we add an Additional Cardholder to your Account, you represent that you (1) have the consent of the Additional Cardholder to be added to the Account, (2) have provided a copy of this Agreement to the Additional Cardholder, and (3) if the Additional Cardholder is your spouse, you have told the Additional Cardholder that Credit One Bank will furnish credit information about them to the credit reporting agencies in connection with the Account. The Additional Cardholder may report the Card lost or stolen and may remove him or herself from the Account.

## ***Interest Rates and Interest Changes***

**Annual Percentage Rates (APRs):** See the Pricing Summary for your APRs. The APR for Balance Transfers will be the same as the APR for standard Purchases, unless a promotional rate applies.

**Variable Rates:** Your Pricing Summary indicates whether you have any variable APRs. Variable APRs are determined by adding to the Prime Rate the number of percentage points ("margin") specified in the Pricing Summary. Variable APRs will increase or decrease when the Prime Rate changes.

The APR change will take effect beginning with billing cycles that end on or after the first day of the month after the month in which the Prime Rate changes. An increase in the APR will increase your interest charges and may increase your Minimum Payment Due.

**Average Daily Balance Method (including new transactions):** We calculate interest each billing cycle by first figuring the "average daily balance" for each type of balance. Standard Purchases, standard Cash Advances, standard Balance Transfers, and each promotional offer, are all types of balances.

For each type of balance, for each billing cycle, we start with the balance on the last day of your previous billing cycle. We subtract any unpaid interest. This is the beginning balance each day. Each day of the billing cycle we subtract any new payments and credits applied to that type of balance. We add any new transactions and fees for that type of balance. We add Purchases, Cash Advances, and Balance Transfers on the post date. We add transaction fees on promotional rate and non-promotional rate Balance Transfers to the same type of balance as the transaction. We add all other fees to the standard Purchase balance. This gives us the daily balance for that type of balance, except that if the daily balance is negative, we treat it as zero. We then add up all of the daily balances and divide by the number of days in the billing cycle. This gives us the "average daily balance" for that type of balance. We multiply the average daily balance by the applicable monthly periodic rate (the APR divided by 12). This gives us the interest charged for that type of balance for that billing cycle. This interest is included in the Account balance on the last day of the billing cycle. The results for all types of balances are then added together to determine the total interest charged that billing cycle.

**When Interest Begins:** We begin to impose interest on a transaction or fee from the day we add it to the daily balance. We continue to impose interest 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 billing statement by the Payment Due Date shown on that billing statement, we will not impose interest on new Purchases paid by the Payment Due Date on your current billing statement. The Payment Due Date will be at least 24 days after the close of the billing cycle. If you have been paying your Account balance in full and thereby avoiding interest on Purchases, but then do not pay the next New Statement Balance in full by the Payment Due Date, in that billing cycle we will start charging interest on the unpaid portion of your balance.

## ***Fees***

See the Pricing Summary for additional Fee information.

**Annual Fee:** If your Account is subject to an Annual Fee, the amount and when it is billed is shown on the Pricing Summary. The Annual Fee is billed to the Account until the Account is closed and the outstanding balance is paid in full. The Annual Fee is refundable as long as you cancel your Account and have not used your card for any Purchases, Cash Advances, or Balance Transfers and you have not made a payment.

**Credit Limit Increase Fee:** If a fee is imposed for processing a Credit Limit increase request, we will tell you the amount of the fee at the time of your request and before you agree to it.

**Foreign Transaction Fee:** We add this fee, unless "None" is stated in the Pricing Summary table, for each purchase made outside the U.S. (A purchase is made outside the U.S. unless it is made with a U.S. merchant, processed completely in the U.S., and in U.S. dollars.) The fee is a percentage of the U.S. dollar amount of the purchase. American Express charges a foreign currency conversion fee of 1% of the amount of the transaction in U.S. dollars. This fee is included as part of the Foreign Transaction Fee listed in the Pricing Summary.

**Optional Express Payment Service Fee:** If a representative of ours helps expedite your payment, we may impose an Express Payment fee. You will be informed of the amount of the fee before you complete the transaction.

**Duplicate Statement Fee:** If you request a duplicate copy of a monthly statement, for any purpose other than to assert a billing error, you will be charged a fee of up to $10 for each statement copy requested.

**Sales Slip Request Fee:** If you request a copy of a sales slip, for any purpose other than to resolve a dispute about the charges on your Account, you will be charged a fee of $6 for each sales slip copy requested.

**Replacement Card Fee:** If you request a replacement card, a Replacement Card Fee of up to $25 may be charged to your Account.

## ***Payments***

**Minimum Payment Due:** See the Pricing Summary for the minimum payment requirements.

**Small Balances:** As it is uneconomical for both you and us to process payments or maintain credits that are $1 or less in amount, you agree as follows: (1) In any billing cycle in which you have had no transactions and your New Balance on the billing date is $1 or less, the balance will be rounded to zero and you will not receive a bill for this amount. (2) In the event that you have a credit balance of $1 or less for two consecutive billing cycles, the balance will be rounded to zero and you will not receive a refund of this amount.

**Payment Instructions:** You must pay us in U.S. dollars, in funds on deposit in the U.S. 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.

**Irregular Payments:** Any payment submitted in offer of settlement of a disputed debt, including any item containing a notation such as "paid in full," and any other item with a restrictive endorsement, must be sent to: Credit One Bank, P.O. Box 95516, Las Vegas, NV 89193-5516. We can accept late payments, partial payments, and checks or other items with restrictive endorsements at any other address without losing any of our rights under this Agreement.

**Postdated Checks:** You agree that we need not examine any payment check to confirm that it is not postdated and that we may deposit any postdated check on the day we receive it.

**Payment Allocation:** We apply payments up to the Minimum Payment Due and credits at our discretion, which may result in balances at lower APRs being paid first and higher interest charges. Payments over the Minimum Payment Due will be applied to balances with higher APRs first.

## ***Collecting, Sharing, and Updating Information***

**Customer Privacy:** We send you our Privacy Policy when you open your Account and thereafter in accordance with applicable law. 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. You accept the terms of our Privacy Policy when you use the Account. Contact us or visit CreditOne.com if you would like a copy.

**Information About You:** You authorize us to obtain and/or use information about you from third parties and credit reporting agencies to: (1) verify your identity and/or conduct investigative inquiries; (2) determine your income and credit eligibility; (3) review your Account and provide renewal of credit; (4) verify your current credit standing in order to present future credit limit increases or decreases; (5) qualify you for and present additional lines of credit or other offers; and (6) collect amounts owing on your Account. Upon request, we will tell you the name and address of any credit reporting agency that provided us with information concerning you.

**Furnishing Information:** We may furnish information concerning your Account or credit file to consumer reporting agencies and others who may properly receive that information. If you believe that information we furnished is inaccurate or incomplete, please write us at Credit One Bank, P. O. Box 98873, Las Vegas, NV 89193-8873. Please include your name, address, home phone number and Account number.

**Telephone Calls, Text Messages and Emails Regarding Your Account:** You are providing express written permission and consent authorizing Credit One Bank and our agents, servicers, contractors, subsidiaries, affiliates, officers, and other partners and employees to contact you at any phone number (including mobile, cellular/wireless, or similar devices) or email address you provide at any time, for any lawful purpose. The ways in which we may contact you include live operator, dialing system, automatic telephone dialing systems (auto-dialer), prerecorded and artificial voice message, text/SMS message or email. Phone numbers and email addresses you provide include those you give to us, those from which you, or someone acting on your behalf, contact us or which we obtain through other means. If you provide a phone number for which you are not the owner, you confirm you are authorized to provide that number. Such lawful purposes include, but are not limited to: obtaining information; activation of the card for verification and identification purposes; account transactions or servicing related matters; suspected fraud or identity theft; collection on the Account; and providing information about special products and services. You agree to pay any fee(s) or charge(s) that you may incur for incoming communications from us or outgoing communications to us, to or from any such number or email address, without reimbursement from us.

**Communication Revocation:** You may revoke your authorization for most communications. However, you cannot revoke authorization for fraud related communications or legally required communications. To change your communication preferences or to revoke consent you must write us. Please:

- include your name, mailing address, and the last four digits of your Account number;
- specify whether you are changing your preferences regarding mail, telephone calls, emails, and/or text or SMS messages;
- provide the specific phone number(s) and/or email address for which you are requesting communications to cease;
- send this written notice to: Credit One Bank, P.O. Box 98873, Las Vegas, NV 89193-8873.

Certain communication preferences can be changed on-line. Please log in to your Account to see if that option is available.

**Telephone Monitoring:** You agree that we (and our servicers, agents and contractors) may monitor and record any calls between you and us.

**Updating Your Phone Number:** Notify us immediately if you change mobile or cell phone numbers or plan to give your phone to someone else. It is your responsibility to provide us with a true, accurate and complete mobile number and to maintain and update promptly any changes in this information. You can update your mobile number by calling us at the phone number on the back of your Card.

**Indemnification:** If you provide telephone number(s) for which you are not the subscriber, or fail to notify us when you cease to be the subscriber for a telephone number you previously gave us, you agree to indemnify us, our subsidiaries, affiliates, officers, agents, servicers, contractors, and other partners and employees for any costs and expenses, including reasonable attorneys' fees, incurred as a result of us contacting or attempting to contact you at the number(s). Your obligation under this paragraph shall survive termination of the Agreement.

## ***Account Closure***

**Default:** You are in default under this Agreement if (1) bankruptcy or another insolvency proceeding is filed by or against you; (2) we reasonably believe you are unable or unwilling to repay us; (3) you die or are legally incompetent or incapacitated; (4) you fail to comply with the terms of this Agreement, including failing to make a required payment when due, exceeding your credit limit or using your Card or Account for an illegal transaction; (5) you give us misleading, false, incomplete or incorrect information or fail to give us any information we deem necessary; or (6) if you no longer permanently reside in the United States or its territories. If you are in default, we may declare the entire Account balance immediately due and payable without advance 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.

**Closing Your Account:** You may close your Account at any time. You will remain responsible for any amount you owe us under this Agreement. Any joint Cardholder may cancel a joint Account. However, both of you will remain responsible for paying all amounts owed. If your Account is subject to an Annual Fee, the fee will continue to be charged until you pay your outstanding balance in full.

We may cancel, suspend or not renew your Card, Account, or access to the credit line at any time and for any reason without notice. If your Account is closed by us, the Annual Fee will continue to be charged until you pay your outstanding balance in full.

However, when your Account is closed, if there is: (1) a debit balance of $1 or less, that balance will be rounded to zero and you will not be required to pay this amount; or (2) a credit balance of $1 or less, that balance will be rounded to zero and this amount will not be refunded to you. The rounding to zero may occur after your closing statement cycles, and you may not receive a statement reflecting the rounding.

## ***Arbitration Agreement***

**PLEASE READ CAREFULLY—IMPORTANT—AFFECTS YOUR LEGAL RIGHTS**

This agreement to arbitrate provides that you or we can require controversies or disputes between us to be resolved by BINDING ARBITRATION. You have the right to REJECT this agreement to arbitrate by using the procedure explained below.

If you do not reject this agreement to arbitrate, you GIVE UP YOUR RIGHT TO GO TO COURT and controversies or disputes between us will be resolved by a NEUTRAL ARBITRATOR INSTEAD OF A JUDGE OR JURY, using rules that are simpler and more limited than in a court. Arbitrator decisions are subject to VERY LIMITED REVIEW BY A COURT. Arbitration will proceed INDIVIDUALLY— CLASS ACTIONS AND SIMILAR PROCEDURES WILL NOT BE AVAILABLE TO YOU.

**Agreement to Arbitrate:** You and we agree that either you or we may, without the other's consent, require that controversies or disputes between you and us (all of which are called "Claims"), be submitted to mandatory, binding arbitration. This agreement to arbitrate is made pursuant to a transaction involving interstate commerce, and shall be governed by, and enforceable under, the Federal Arbitration Act (the "FAA"), 9 U.S.C. §1 et seq., and (to the extent State law is applicable), the laws of the State of Nevada.

For purposes of this agreement to arbitrate, "you" includes you, any co-applicant, any Authorized User (including Additional Cardholders), or anyone else connected with you or claiming through you; and "we" or "us" includes Credit One Bank, N.A., all of its parents, subsidiaries, affiliates, successors, predecessors, employees, and related persons or entities, and all third parties who are regarded as agents or representatives of us in connection with the subject matter of the claim or dispute at issue.

**Covered Claims:** Claims subject to arbitration include, but are not limited to, any controversies or disputes arising from or relating in any way to your Account; any transactions involving your Account; any disclosures made to you concerning your Account; any interest, charges, or fees assessed on your Account; any service(s) or programs related to your Account; and, if permitted by the rules of the arbitration forum, any collection of debt related to your Account. Claims also include controversies or disputes arising from or relating in any way to advertising, solicitations, or any application for, approval of, or establishment of your Account. Claims subject to arbitration include any controversies or disputes based on any theory of law, whether contract, tort, statute, regulation, common law, or equity, or whether they seek legal or equitable remedies. All Claims are subject to arbitration whether they arose in the past, may currently exist, or may arise in the future. Arbitration will apply even if your Account is closed, you pay us in full any outstanding debt you owe, or you file for bankruptcy. Also, controversies or disputes about the validity, enforceability, coverage, meaning, or scope of this agreement to arbitrate or any part thereof are subject to arbitration and are for the arbitrator to decide. Any questions about what Claims are subject to arbitration shall be resolved by interpreting this agreement to arbitrate in the broadest way the law will allow it to be enforced.

**Claims Not Covered:** Claims (whether brought initially or by counter or cross-claim) are not subject to arbitration if they are filed by you or us in a small claims court, so long as the case remains in such court and only individual claims for relief are advanced in the case.

**No Class Arbitration or Consolidation or Joinder of Parties:** Class actions and other similar procedures in which individuals seek to represent similarly situated individuals or seek relief on behalf of the general public, and consolidation or joinder of Claims (except for claimants on the same account), are NOT available under this agreement to arbitrate. Claims in arbitration will proceed on an INDIVIDUAL basis only:

> UNLESS YOU REJECT THIS AGREEMENT TO ARBITRATE, YOU AND WE WAIVE THE RIGHT TO ASSERT OR PARTICIPATE IN A CLASS ACTION OR ANY REPRESENTATIVE OR CONSOLIDATED PROCEEDING IN COURT OR IN ARBITRATION.

The arbitrator shall have no authority to entertain any Claim as a class action or private attorney general action or on any other similar representative basis, nor shall the arbitrator have any authority to consolidate or join Claims brought by separate claimants (except for claimants on the same account). This also means that the arbitrator 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.†

†**Notice to California Account Holders:** This agreement to arbitrate shall not be construed to prevent you from seeking in the arbitration the remedy of public injunctive relief if (a) you reside in California, (b) you resided in California at the time you entered into this agreement to arbitrate, or (iii) the billing address for your Account is a California address (hereafter, "California Account Holder").

**Initiation of Arbitration:** The arbitration shall be administered by the American Arbitration Association ("AAA") before a single arbitrator under the AAA's Consumer Arbitration Rules, or by a mutually agreeable administrator, before a single arbitrator, as modified by this arbitration provision. Information about the arbitration process for AAA can be obtained from the AAA at www.adr.org. The arbitrator shall be selected from the AAA (or mutually agreeable administrator) panel of neutrals then active on the roster maintained by the AAA (or mutually agreeable administrator) office located in the city of or nearest to your billing address and, unless otherwise mutually agreed, the arbitrator shall be a retired federal judge, a retired state appellate judge, a retired state trial judge, or a lawyer with at least 15 years of experience in that order of preference.

In the event that the AAA or mutually agreeable administrator is unable or unwilling 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).

**Arbitration Procedures and Applicable Law; Offer of Settlement:** Unlike a lawsuit in state or federal court, arbitration is conducted by a private organization that specializes in alternative dispute resolution. Disputes in arbitration are decided by a neutral arbitrator instead of a judge or jury. You may represent yourself in arbitration, or you may be represented by a lawyer.

Under this agreement to arbitrate, a single arbitrator designated by the arbitration administrator will decide the Claim under applicable law. The arbitrator is bound by the terms of this agreement to arbitrate. The AAA or mutually agreeable administrator will apply its code of procedures in effect at the time the arbitration claim is filed. If there is a conflict between that code of procedures and this arbitration provision and/or any sections of this Card Agreement, this arbitration provision and/or this Card Agreement will control. The arbitrator will honor all claims of privilege recognized by law. Subject to the prohibition on class, representative, and consolidation procedures set forth above, the arbitrator will have the power to award to a party any damages or other relief (including relief in equity) provided for under applicable law. That is, a party will be entitled to recover in arbitration any damages or other relief that it could recover if it prevailed in a court proceeding. An arbitrator's award shall consist of a written statement setting forth the disposition of each Claim. At the request of any party, the arbitrator shall also set forth a written explanation of the essential findings and conclusions on which the award is based. An arbitration award shall decide the rights and obligations only of the parties named in the arbitration, and shall not have any bearing on another person or dispute.

If your Claim is for $10,000 or less, you may choose whether the arbitration will be conducted solely on the basis of documents, in a telephonic hearing, or in an in-person hearing.

Any in-person hearing will take place in the federal judicial district that includes your billing address at the time the Claim is filed, unless the parties agree to a different place.

**The Arbitrator's Decision:** The arbitrator's decision will be final and binding on the parties. A party can file a written appeal to the arbitration administrator within thirty (30) days after an award is issued. The appeal will proceed before a panel of three neutral arbitrators designated by the same arbitration administrator. The panel will decide anew all factual and legal issues, following the same rules of procedure, by majority vote any aspect of the original decision objected to. The costs of such an appeal will be borne in accordance with the below paragraph entitled "Fees and Costs". Any review by a court shall be governed by the Federal Arbitration Act. Any final arbitration award will be binding on the named parties and enforceable by any court having jurisdiction.

**Fees and Costs:** We will pay any costs that are required to be paid by us under the arbitration administrator's rules of procedure. If you file the arbitration, you will pay your share of the initial filing fee, unless you seek and qualify for a fee waiver under the applicable rules of the arbitration administrator. The party filing an appeal shall be responsible for all filing fees and costs of the appeal unless prohibited by administrator's rules of procedure. All parties are responsible for their own attorney's fees, expert fees and any other expenses, unless the arbitrator awards such fees or expenses to you or us if allowed by applicable law.

**Other Parties Subject to this Agreement to Arbitrate:** In addition to you and us, the rights and duties described in this agreement to arbitrate apply to: any third party co-defendant of a claim subject to this arbitration provision; all joint account holders, Additional Cardholders, and Authorized Users of your Account(s).

**How to REJECT this Agreement to Arbitrate:** You can reject this agreement to arbitrate but only if we receive from you a written notice of rejection within 45 days after it was first provided to you. To reject this agreement to arbitrate you must send the notice of rejection to: Credit One Bank, Attention: Arbitration Opt Out, P. O. Box 98873, Las Vegas, NV 89193-8873. Rejection notices sent to any other address will not be accepted or effective. If you decide to reject this agreement to arbitrate in writing, your notice must state that you reject this agreement to arbitrate and include your name, address, account number, and personal signature. Rejection of arbitration will not affect your other rights or responsibilities under this Card Agreement.

**Survival, Severability, and Amendment of Terms:**
*Survival.* This agreement to arbitrate shall survive changes in the Agreement and termination of the Account or the relationship between you and us, including the bankruptcy of any party and any transfer or sale of your Account, or amounts owed on your Account, to another person or entity.
*Severability.* If any part or parts of your agreement to arbitrate are declared unenforceable, then such specific part or parts shall be of no force or effect and shall be severed, but the remainder of this agreement to arbitrate shall continue in full force and effect. If, however, the entire agreement to arbitrate or your waiver of the right to bring or participate in a class or representative action or in consolidation procedures is unenforceable, then the agreement to arbitrate shall be of no force or effect. Notwithstanding the preceding sentence, with respect to California Account Holders, if arbitration is unenforceable, in whole or in part, you and we agree to resolve any Claim by a judicial reference proceeding as described above.
*Amendment in Writing Only.* This agreement to arbitrate may not be amended, severed, or waived, except as expressly provided in the Agreement or in a written agreement between you and us.

## *Other Information*

**Transactions in Foreign Currencies:** If you make a transaction at a merchant that settles in a currency other than U.S. dollars, American Express will convert that charge into a U.S. Dollar amount. That conversion will be done at a rate selected by American Express from the range of rates available in wholesale currency markets for the applicable central processing date, which rate may vary from the rate American Express itself receives, or the government-mandated rate in effect for the applicable central processing date. The currency conversion rate used on the processing date may differ from the rate that would have been used on the purchase date or on the date the transaction is posted to your Account. You agree to pay the converted amount, including any charges for the conversion that may be imposed as described above.

**Changes to Your Agreement:** The rates, fees and terms of this Agreement may change and we may add or delete any term to this Agreement, consistent with applicable law. We will give you advance written notice of these changes and a right to reject the change, if required by law.

**Unauthorized Use:** Notify us immediately if your Card is lost or stolen or you suspect that someone is using your Card or Account without your permission.

**Assignment:** We may assign any or all of our rights and obligations under this Agreement. You may not assign any of your rights or obligations under this Agreement.

**No Waiver:** We will not lose our rights under this Agreement because we delay or do not enforce them.

**Governing Law:** This Agreement is governed by and interpreted in accordance with the laws applicable to national banks, and, where no such laws apply, by the laws of the State of Nevada, excluding the conflicts of law provisions thereof, regardless of your state of residence.

**Conformance with Law; Severability:** If any part of this Agreement conflicts with applicable law, that provision will be considered modified to conform to applicable law. If any part of this Agreement is invalid, the rest shall remain in effect, except as otherwise noted in the Arbitration Provision.

## ***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 the Billing Inquiries address on the statement.

In your letter, give us the following information:

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

You must contact us:

- Within 60 days after the error appeared on your statement.
- At least 3 business days before an automated payment is scheduled, if you want to stop payment on the amount you think is wrong.

You must notify us of any potential errors in writing. You may call us, but if you do we are not required to investigate any potential errors and you may have to pay the amount in question.

**What Will Happen After We Receive Your Letter**

When we receive your letter, we must do two things:

1. Within 30 days of receiving your letter, we must tell you that we received your letter. We will also tell you if we have already corrected the error.
2. Within 90 days of receiving your letter, we must either correct the error or explain to you why we believe the bill is correct.

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

- We cannot try to collect the amount in question, or report you as delinquent on that amount.
- The charge in question may remain on your statement, and we may continue to charge you interest on that amount.
- While you do not have to pay the amount in question, you are responsible for the remainder of your balance.
- We can apply any unpaid amount against your credit limit.

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

*If we made a mistake:* You will not have to pay the amount in question or any interest or other fees related to that amount.

*If we do not believe there was a mistake:* You will have to pay the amount in question, along with applicable interest and fees. We will send you a statement of the amount you owe and the date payment is due. We may then report you as delinquent if you do not pay the amount we think you owe.

If you receive our explanation but still believe your bill is wrong, you must write to us within 10 days telling us that you still refuse to pay. If you do so, we cannot report you as delinquent without also reporting that you are questioning your bill. We must tell you the name of anyone to whom we reported you as delinquent, and we must let those organizations know when the matter has been settled between us.

If we do not follow all of the rules above, you do not have to pay the first $50.00 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 $50.00. (Note: Neither of these are necessary if your purchase was based on an advertisement we mailed to you, or if we own or operate the company that sold you the goods or services.)
2. You must have used your credit card for the purchase. Purchases made with cash advances from an ATM or with a check that accesses your credit card account do not qualify.

3. You must not yet have fully paid for the purchase.

If all of the criteria above are met and you are still dissatisfied with the purchase, contact us in writing at the Billing Inquiries address shown on your statement.

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

## ***Rewards Program Supplement***

This document ("Supplement") describes the terms and conditions of the Credit One Bank Cash Back Rewards Program ("Program") and supplements the Card Agreement that governs your credit card account issued by Credit One Bank, N.A. (the "Account"). By using the Account, you agree to participate in the Program. Your participation is subject to the terms of the Card Agreement, including the arbitration agreement, if applicable, and this Supplement. In the event of a conflict between the Card Agreement and this Supplement, with respect to matters relating to the Program, this Supplement controls.

**Earning Cash Back Rewards**: You earn cash back rewards in the form of an automatic statement credit equal to 1% of Net Eligible Purchases (as defined below) made with your Account. You do not earn cash back rewards on Cash Advances, Balance Transfers, interest, fees, and other charges. We will post a statement credit to your Account within thirty-seven days after the end of the month based on the Net Eligible Purchases posted to your Account from the first day to the last day of the current month. If your Account is in default, as defined in your Card Agreement, at the time the credit is to be posted, you WILL NOT receive the credit. Cash back rewards have no cash value.

**Merchant Categories**: Merchants who accept credit cards are assigned a merchant code, which is determined by the merchant or its processor in accordance with the applicable credit card network's procedures based on the kinds of products and services they primarily sell. We have no control over merchant codes. Please note:

- We make every effort to include all relevant merchant codes in our cash back rewards categories. However, even though a merchant or some of the items that it sells may appear to fit within a cash back rewards category, the merchant may not have a merchant code in that category or may not use an eligible merchant code. When this occurs, Purchases with that merchant won't qualify for cash back rewards.
- A merchant with more than one location may submit Purchases using different codes, including codes that are not eligible under this Program. This means that Purchases from the same merchant at a different location may result in no cash back rewards. Purchases made without an eligible code WILL NOT qualify for cash back rewards.
- Purchases submitted by you, an authorized user, or the merchant through third-party payment accounts, mobile or wireless card readers, online or mobile digital wallets, or similar technology will not qualify in a cash back rewards category if the technology is not set up to process the purchase in that cash back rewards category.

**Eligible Purchases**: Eligible Purchases are Purchases from merchants in the following categories:

- gasoline (Service Stations, Automated Fuel Dispensers, Petroleum and Petroleum Products, Marinas and Marine Services),
- grocery (Grocery Stores and Supermarkets, Freezer and Meat Provisioners, Miscellaneous Food Stores – Convenience Stores and Specialty Markets. Grocery Purchases do not include Purchases at superstores, at stores that sell groceries and other products like drugstores; or at smaller stores like bakeries, candy, nut or confection stores),
- mobile phone service (Telecommunication Equipment and Telephone Sales, Telecommunication Services, including Local and Long-Distance Calls, Credit Card Calls, Calls Through Use of Magnetic-Stripe-Reading Telephones, and Fax Services), and
- internet, cable and satellite TV subscription services (Cable, Satellite and Other Pay Television/Radio/Streaming Services, Computer Network/Information Services).

**Purchases That Are Not Eligible:** Purchases from the following types of merchants are not eligible for cash back rewards:

- oil, propane, home heating companies,
- PayPal,
- warehouse clubs (including but not limited to Sam's Club, Costco, and BJ's), and
- discount supercenters (including but not limited to Walmart® and Target®).

**Net Eligible Purchases**: Net Eligible Purchases are Eligible Purchases minus any returns, disputed charges, unauthorized charges, illegal or fraudulent charges or other credits for such Purchases.

**Program Restrictions**: You will receive an automatic cash back rewards credit on each statement that has at least one Net Eligible Purchase. Automatic statement credits for cash back rewards will reduce the balance on your Account but will not count as payments. You will still be required to pay at least the Minimum Payment Due as shown on your billing statement each month. You WILL NOT earn cash back rewards for Purchases made while your Account is in default as defined within your Card Agreement. This Program excludes Accounts already enrolled in a different Credit One Bank cash back or other rewards program.

**Changes:** The Program may be changed (added to, modified or deleted) by us at any time, including without limitation changes to the definition of eligible or non-eligible purchases. We will give you prior notice to the extent required by law. Any revisions may affect your ability to earn cash back rewards.

**Termination**: We may suspend or terminate the Program or your participation in the Program at any time without prior notice. In such event, we will evaluate your Account for any eligible cash back rewards as of the Program termination date. Provided that you meet all of the other Program Restrictions listed above at that time, you will receive a distribution of the cash back rewards earned during the current billing period in the form of a statement credit.

**Limited Liability**: Unless otherwise required by law, this Program, or our Card Agreement with you, we will not be liable to you or anyone making a claim on your behalf, in connection with: (1) any change or termination of the Program; (2) any loss, damage, expense or inconvenience caused by any occurrence outside of our control; (3) any taxes that you incur as a result of receiving cash back rewards, payment of which taxes will be your responsibility; (4) any merchandise or services you purchase, or for any direct, indirect or consequential damages with respect to the use of your Account. In any event, any liability that Credit One may have to you in connection with the Program shall be limited to the amount of any cash back rewards you have earned in this Program. The Program and cash back rewards are void or limited where prohibited or restricted, respectively, by federal, state or local law.

American Express is a federally registered service mark of American Express. This credit card program is issued and administered by Credit One Bank, N.A., pursuant to a license from American Express.

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# *CARD AGREEMENT (FOR SECURED CARD)*

## ***Pricing Summary***

| Interest Rates and Interest Charges | |
|---|---|
| **ANNUAL PERCENTAGE RATE (APR) for Purchases** | **23.99%** |
| **ANNUAL PERCENTAGE RATE (APR) for Balance Transfers** | **23.99%** |
| **ANNUAL PERCENTAGE RATE (APR) for Cash Advances** | **23.99%** |
| **Paying Interest** | Your due date is at least 24 days after the close of each billing cycle. We will not charge you any interest on Purchases if you pay your entire balance by the due date each month. We will begin charging interest on Cash Advances and Balance Transfers from the posting date. |
| **Minimum Interest Charge** | None |
| **For Credit Card Tips from the Consumer Financial Protection Bureau** | **To learn more about factors to consider when applying for or using a credit card, visit the website of the Consumer Financial Protection Bureau at http://www.consumerfinance.gov/learnmore.** |
| **Fees** | |
| **Annual Fee** | **$0** |
| **Transaction Fees**<br>• Balance Transfer<br>• Cash Advance<br>• Foreign Transaction | <br>Either **$7** or **4%** of the amount of each Balance Transfer, whichever is greater.<br>Either **$10** or **5%** of the amount of each Cash Advance, whichever is greater.<br>Either **$1** or **3%** of the amount of each purchase in U.S. dollars, whichever is greater. |
| **Penalty Fees**<br>• Late Payment<br>• Returned Payment | <br>Up to **$39***<br>Up to **$39**** |

**How We Will Calculate Your Balance:** We use a method called "average daily balance (including new Purchases)." See your Card Agreement for more details.

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

***Late Payment Fee:** We will charge the maximum safe harbor amount, which is set annually in accordance with 12 C.F.R 1026.52(b)(1)(ii)(D). Currently the fee is $29, unless you incurred a Late Payment Fee during the prior six billing cycles. If you did, the fee is currently $39. This fee will not exceed

the related Minimum Payment that was due. We charge a Late Payment Fee to your Account if at least the Amount Due This Period (less any Late Payment Fee for the current billing cycle) plus any Past Due Amount is not received by 5:00 p.m. PT on the Payment Due Date shown on your statement.

****Returned Payment Fee:** We will charge the maximum safe harbor amount, which is set annually in accordance with 12 C.F.R 1026.52(b)(1)(ii)(D). If a payment is not honored upon first presentment, even if the payment is later honored, a Returned Payment Fee will be charged to your Account. Currently, the fee is $29, unless you incurred a Returned Payment Fee in the prior six billing cycles. If you did, the fee is currently $39. This fee will not exceed the related Minimum Payment that was due.

**Additional Rate Information:** The Purchase, Balance Transfer and Cash Advance APR corresponds to a monthly periodic rate of 1.99917%.

**Minimum Payments:** 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 the sum of:

- 5% of your outstanding balance, rounded up to the next whole dollar, or $30, whichever is greater;
- any Late Payment Fee for the current billing cycle;
- and any Past Due Amount (excluding any past due Late Payment Fees).

## ***Military Lending Act Protections***

**Covered Borrower:** A Covered Borrower is a consumer who is entitled to the Limitations on Terms of Consumer Credit Extended to Service Members and Dependents pursuant to a determination made in accordance with 32 C.F.R. 232.5(b).

**Compliance with the Military Lending Act:** This Agreement shall be interpreted to comply with the Military Lending Act, including its restrictions on permissible loan terms and limitations on interest and fees. As a Covered Borrower: (a) the arbitration provision shall not apply to you, (b) the Duplicate Statement Fee, the Sales Slip Request Fee, and the Replacement Card Fee shall not apply to you, and (c) any other provision of this Agreement that is inconsistent with the Military Lending Act shall not apply to you.

## ***The Card Agreement and Agreement***

This Card Agreement, together with the "Deposit Agreement", "Security Agreement for Deposit Account", and "Pricing Summary" (collectively "Agreement"), is your contract with Credit One Bank and governs the terms of your savings deposit account and the credit card it secures ("Secured Card") with us. Please read it carefully. You should save a copy of this Agreement.

**Accepting this Agreement:** By submitting your application, opening an Account with us, or continuing to use your Account, you acknowledge that you have read, understand, and agree to be bound by the terms of this Agreement and all applicable disclosures. You may still reject this Agreement if you have not yet used the Card, used the Account, or paid a fee after receiving a billing statement. To reject the Agreement, call us at 866-515-5721 or write us at Bank Card Center, P.O. Box 95516, Las Vegas, NV 89193-5516. If you reject the Agreement, you are not responsible for any fees or charges.

**Arbitration: This Agreement includes an arbitration provision with class action and jury trial waivers. You can reject the arbitration provision**. See "How to REJECT this Agreement to Arbitrate" in the Arbitration Agreement section. If you do not, it will be part of this Agreement.

**Promise to Pay:** You agree to pay us for all amounts due on your Account, including credit for Purchases, Balance Transfers, and Cash Advances, as well as interest charges and fees. This includes charges made by Additional Cardholders and other Authorized Users.

## ***Definitions***

**Account** means the Credit One Bank card account under this Agreement.

**Authorized User** means any person you allow to use your Account or Card, including Additional Cardholders. If the Authorized User has been issued a Card and you want to terminate the Authorized User, you must notify us by telephone or in writing.

**Balance Transfer** means a transaction we designate that allows you to use your Account to pay another creditor or yourself. Balance Transfers cannot be used to pay us or our affiliates. A Balance Transfer will be subject to the terms of the Balance Transfer offer and this Agreement.

**Card** refers to one or more cards or access devices, including your Account number, that we give you or someone else with your authorization to get credit under this Agreement.

**Cardholder** refers to each person with a card issued in their name.

**Cash Advance** means the use of your Account to obtain funds at a financial institution or the use of a Convenience Check.

**Convenience Check** means a check we issue to you to take a Cash Advance. You may not use these checks to pay us or our affiliates.

**Deposit Account** has the meaning given to it in the Deposit Agreement.

**Purchase** means the use of the Account to obtain goods or services.

**Prime Rate** means the highest U.S. Prime Rate in the Money Rates section of The Wall Street Journal on the 25th day of the month, or the next day if that day is not a publication day. If The Wall Street Journal does not publish the U.S. Prime Rate, we may substitute another index.

**we**, **us**, **our**, and **Credit One Bank** refer to Credit One Bank, N.A., the issuer of your Card.

**you**, and **your** in this Card Agreement refer to each person who has applied for the Account and where appropriate, the Authorized User.

## ***Features and Use of Your Account***

**Using Your Card:** You may make Purchases wherever the Card is accepted. You may use the Account to obtain Cash Advances, but you may not make more than two Cash Advance transactions per day which may not exceed the lower of your available credit for cash or $200. You may use the Account only for personal, family, or household purposes, and if your Account is used for any other purpose you are still responsible for such use. You may not use the Account for business or commercial purposes. The Account may not be used for online or internet gambling or illegal purposes.

**Your Credit Limit:** We will tell you your credit limit. Keep your Account balance below your credit limit. If you do not, you must still pay us. We may designate part of your credit limit as a Cash Advance limit and part as a Balance Transfer limit. We may change your credit limit(s) at any time, without notice. You may use a portion of your credit limit for Cash Advances and Balance Transfers. Each Purchase, Cash Advance, and Balance Transfer obtained will reduce the amount of available credit under your credit limit until it is repaid. We may delay increasing your available credit by the amount of any payment that we receive for up to 12 calendar days.

**Credit Limit Increase:** To request a credit limit increase contact the Customer Service number on your statement. We may impose a fee for processing the request. We may allow you to increase the credit limit on your Account by depositing additional funds to your Deposit Account in the amount of the requested increase. See the "Secured Credit Limit Increases**" section** in the "Deposit Agreement" for additional information.

**Credit Authorizations:** We may decline to authorize a transaction for any reason. We will not be liable to you if we decline a transaction or if anyone refuses any use of your Card.

**Automatic Billing:** You may set up automatic billing with a merchant. You authorize us to provide an updated Account number or Card expiration date to any merchant at our discretion. Contact the merchant to stop automatic billing.

**Joint Accounts:** If this is a joint account, each of you is responsible individually and together for all amounts owed. Each of you is responsible even if the Account is used by only one of you. You will continue to be liable for the entire balance of the Account, even if your co-applicant is ordered by a court to pay us. You will remain liable to us if your co-applicant fails to pay as ordered by the court. Your Account status will continue to be reported to the credit reporting agencies under each of your names. The delivery of notices or billing statements to either of you serves as delivery to each of you. We may rely on instructions given by either of you. We are not liable to either of you for relying upon such instructions.

**Electronic Access:** Applications (apps) on electronic devices (such as mobile wallets) can store your Card or Account number and can be used to get credit under this Agreement. Such transactions are covered by this Agreement. Apps may have separate terms of use. We are not responsible if you violate those terms or for any consequences from violating those terms.

**Additional Cardholder:** At your request, we may, at our discretion, issue, in the name of another person, an additional Card on your Account. That person is an Additional Cardholder, as well as an Authorized User. An Additional Cardholder has access to certain Account information including balance, available credit and payment information. If you advise us that the Additional Cardholder is your spouse, information regarding the Account will be provided to consumer reporting agencies in your name as well as in the name of the Additional Cardholder. By requesting that we add an Additional Cardholder to your Account, you represent that you (1) have the consent of the Additional Cardholder to be added to the Account, (2) have provided a copy of this Agreement to the Additional Cardholder, and (3) if the Additional Cardholder is your spouse, you have told the Additional Cardholder that Credit One Bank will furnish credit information about them to the credit reporting agencies in connection with the Account. The Additional Cardholder may report the Card lost or stolen and may remove him or herself from the Account.

## *Interest Rates and Interest Changes*

**Annual Percentage Rates (APRs):** See the Pricing Summary for your APRs. The APR for Balance Transfers will be the same as the APR for standard Purchases, unless a promotional rate applies.

**Variable Rates:** Your Pricing Summary indicates whether you have any variable APRs. Variable APRs are determined by adding to the Prime Rate the number of percentage points ("margin") specified in the Pricing Summary. Variable APRs will increase or decrease when the Prime Rate changes. The APR change will take effect beginning with billing cycles that end on or after the first day of the month after the month in which the Prime Rate changes. An increase in the APR will increase your interest charges and may increase your Minimum Payment Due.

**Average Daily Balance Method (including new transactions):** We calculate interest each billing cycle by first figuring the "average daily balance" for each type of balance. Standard Purchases, standard Cash Advances, standard Balance Transfers, and each promotional offer, are all types of balances.

For each type of balance, for each billing cycle, we start with the balance on the last day of your previous billing cycle. We then subtract any unpaid interest. This is the beginning balance each day. Each day of the billing cycle we subtract any new payments and credits applied to that type of balance. We add any new transactions and fees for that type of balance. We add Purchases, Cash Advances, and Balance Transfers on the post date. We add transaction fees on promotional rate and non-promotional rate Balance Transfers to the same type of balance as the transaction. We add all other fees to the standard Purchase balance. This gives us the daily balance for that type of balance, except that if the daily balance is negative, we treat it as zero. We then add up all of the daily balances and divide by the number of days in the billing cycle. This gives us the "average daily balance" for that type of balance. We multiply the average daily balance by the applicable monthly periodic rate (the APR divided by 12). This gives us the interest charged for that type of balance for that billing cycle. This interest is included in the Account balance on the last day of the billing cycle. The results for all types of balances are then added together to determine the total interest charged that billing cycle.

**When Interest Begins:** We begin to impose interest on a transaction or fee from the day we add it to the daily balance. We continue to impose interest 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 billing statement by the Payment Due Date shown on that billing statement, we will not impose interest on new Purchases paid by the Payment Due Date on your current billing statement. The Payment Due Date will be at least 24 days after the close of the billing cycle. If you have been paying your Account balance in full and thereby avoiding interest on Purchases, but then do not pay the New Balance on your next statement in full by the Payment Due Date, in that billing cycle we will start charging interest on the unpaid portion of your balance.

## *Fees*

See the Pricing Summary for additional Fee information.

**Annual Fee:** If your Account is subject to an Annual Fee, the amount and when it is billed is shown on the Pricing Summary. The Annual Fee is billed to the Account until the Account is closed and the outstanding balance is paid in full. The Annual Fee is refundable as long as you cancel your Account and have not used your card for any Purchases, Cash Advances, or Balance Transfers and you have not made a payment.

**Credit Limit Increase Fee:** If a fee is imposed for processing a credit limit increase request, we will tell you the amount of the fee at the time of your request and before you agree to it.

**Foreign Transaction Fee:** We add this fee, unless "None" is stated in the Pricing Summary table, for each purchase made outside the U.S. (A purchase is made outside the U.S. unless it is made with a U.S. merchant, processed completely in the U.S., and in U.S. dollars.) The fee is a percentage of the U.S. dollar amount of the purchase.

**Optional Express Payment Service Fee:** If a representative of ours helps expedite your payment, we may impose an Express Payment fee. You will be informed of the amount of the fee before you complete the transaction.

**Duplicate Statement Fee:** If you request a duplicate copy of a monthly statement, for any purpose other than to assert a billing error, you will be charged a fee of up to $10 for each statement copy requested.

**Sales Slip Request Fee:** If you request a copy of a sales slip, for any purpose other than to resolve a dispute about the charges on your Account, you will be charged a fee of $6 for each sales slip copy requested.

**Replacement Card Fee:** If you request a replacement card, a Replacement Card Fee of up to $25 may be charged to your Account.

## ***Payments***

**Minimum Payment Due:** See the Pricing Summary for the minimum payment requirements.

**Small Balances:** As it is uneconomical for both you and us to process payments or maintain credits that are $1 or less in amount, you agree as follows: (1) In any billing cycle in which you have had no transactions and your New Balance on the billing date is $1 or less, the balance will be rounded to zero and you will not receive a bill for this amount. (2) In the event that you have a credit balance of $1 or less for two consecutive billing cycles, the balance will be rounded to zero and you will not receive a refund of this amount.

**Payment Instructions:** You must pay us in U.S. dollars, in funds on deposit in the U.S. 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.

**Irregular Payments:** Any payment submitted in offer of settlement of a disputed debt, including any item containing a notation such as "paid in full," and any other item with a restrictive endorsement, must be sent to: Credit One Bank, P.O. Box 95516, Las Vegas, NV 89193-5516. We can accept late payments, partial payments, and checks or other items with restrictive endorsements at any other address without losing any of our rights under this Agreement.

**Postdated Checks:** You agree that we need not examine any payment check to confirm that it is not postdated and that we may deposit any postdated check on the day we receive it.

**Payment Allocation:** We apply payments up to the Minimum Payment Due and credits at our discretion, which may result in balances at lower APRs being paid first and higher interest charges. Payments over the Minimum Payment Due will be applied to balances with higher APRs first.

## ***Collecting, Sharing, and Updating Information***

**Customer Privacy:** We send you our Privacy Policy when you open your Account and thereafter in accordance with applicable law. 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. You accept the terms of our Privacy Policy when you use the Account. Contact us or visit CreditOne.com if you would like a copy.

**Information About You:** You authorize us to obtain and/or use information about you from third parties and credit reporting agencies to: (1) verify your identity and/or conduct investigative inquiries; (2) determine your income and credit eligibility; (3) review your Account and provide renewal of credit; (4) verify your current credit standing in order to present future credit limit increases or decreases; (5) qualify you for and present additional lines of credit or other offers; and (6) collect amounts owing on your Account. Upon request, we will tell you the name and address of any credit reporting agency that provided us with information concerning you.

**Furnishing Information:** We may furnish information concerning your Account or credit file to consumer reporting agencies and others who may properly receive that information. If you believe that information we furnished is inaccurate or incomplete, please write us at Credit One Bank, P. O. Box 98873, Las Vegas, NV 89193-8873. Please include your name, address, home phone number and Account number.

**Telephone Calls, Text Messages and Emails Regarding Your Account:** You are providing express written permission and consent authorizing Credit One Bank and our agents, servicers, contractors, subsidiaries, affiliates, officers, and other partners and employees to contact you at any phone number (including mobile, cellular/wireless, or similar devices) or email address you provide at any time, for any lawful purpose. The ways in which we may contact you include live operator, dialing system, automatic telephone dialing systems (auto-dialer), prerecorded and artificial voice message, text/SMS message or email. Phone numbers and email addresses you provide include those you give to us, those from which you, or someone acting on your behalf, contact us or which we obtain through other means. If you provide a phone number for which you are not the owner, you confirm you are authorized to provide that number. Such lawful purposes include, but are not limited to: obtaining information; activation of the card for verification and identification purposes; account transactions or servicing related matters; suspected fraud or identity theft; collection on the Account; and providing information about special products and services. You agree to pay any fee(s) or charge(s) that you may incur for incoming communications from us or outgoing communications to us, to or from any such number or email address, without reimbursement from us.

**Communication Revocation:** You may revoke your authorization for most communications. However, you cannot revoke authorization for fraud related communications or legally required communications. To change your communication preferences or to revoke consent you must write us. Please:

- include your name, mailing address, and the last four digits of your Account number;
- specify whether you are changing your preferences regarding mail, telephone calls, emails, and/or text or SMS messages;

- provide the specific phone number(s) and/or email address for which you are requesting communications to cease; and
- send this written notice to: Credit One Bank, P.O. Box 98873, Las Vegas, NV 89193-8873.

Certain communication preferences can be changed on-line. Please log in to your Account to see if that option is available.

**Telephone Monitoring:** You agree that we (and our servicers, agents and contractors) may monitor and record any calls between you and us (and our servicers, agents and contractors).

**Updating Your Phone Number:** Notify us immediately if you change mobile or cell phone numbers or plan to give your phone to someone else. It is your responsibility to provide us with a true, accurate and complete mobile number and to maintain and update promptly any changes in this information. You can update your mobile number by calling us at the phone number on the back of your Card.

**Indemnification:** If you provide telephone number(s) for which you are not the subscriber, or fail to notify us when you cease to be the subscriber for a telephone number you previously gave us, you agree to indemnify us, our subsidiaries, affiliates, officers, agents, servicers, contractors, and other partners and employees for any costs and expenses, including reasonable attorneys' fees, incurred as a result of us contacting or attempting to contact you at the number(s). Your obligation under this section shall survive termination of the Agreement.

## ***Account Closure***

**Default:** You are in default under this Agreement if (1) bankruptcy or another insolvency proceeding is filed by or against you; (2) we reasonably believe you are unable or unwilling to repay us; (3) you die or are legally incompetent or incapacitated; (4) you fail to comply with the terms of this Agreement, including failing to make a required payment when due, exceeding your credit limit or using your Card or Account for an illegal transaction; (5) you give us misleading, false, incomplete or incorrect information or fail to give us any information we deem necessary; or (6) if you no longer permanently reside in the United States or its territories. If you are in default, we may declare the entire Account balance immediately due and payable without advance 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.

**Closing Your Account:** You may close your Account at any time. You will remain responsible for any amount you owe us under this Agreement. Any joint Cardholder may cancel a joint Account. However, both of you will remain responsible for paying all amounts owed. If your Account is subject to an Annual Fee, the fee will continue to be charged until you pay your outstanding balance in full.

We may cancel, suspend or not renew your Card, Account, or access to the credit line at any time and for any reason without notice. If your Account is closed by us and you have a balance, the Annual Fee will continue to be charged until you pay your outstanding balance in full.

However, when your Account is closed, if there is: (1) a debit balance of $1 or less, that balance will be rounded to zero and you will not be required to pay this amount; or (2) a credit balance of $1 or less, that balance will be rounded to zero and this amount will not be refunded to you. The rounding to zero may occur after your closing statement cycles, and you may not receive a statement reflecting the rounding.

## ***Arbitration Agreement***

**PLEASE READ CAREFULLY—IMPORTANT—AFFECTS YOUR LEGAL RIGHTS**

This agreement to arbitrate provides that you or we can require controversies or disputes between us to be resolved by BINDING ARBITRATION. You have the right to REJECT this agreement to arbitrate by using the procedure explained below.

If you do not reject this agreement to arbitrate, you GIVE UP YOUR RIGHT TO GO TO COURT and controversies or disputes between us will be resolved by a NEUTRAL ARBITRATOR INSTEAD OF A JUDGE OR JURY, using rules that are simpler and more limited than in a court. Arbitrator decisions are subject to VERY LIMITED REVIEW BY A COURT. Arbitration will proceed INDIVIDUALLY— CLASS ACTIONS AND SIMILAR PROCEDURES WILL NOT BE AVAILABLE TO YOU.

**Agreement to Arbitrate:** You and we agree that either you or we may, without the other's consent, require that controversies or disputes between you and us (all of which are called "Claims"), be submitted to mandatory, binding arbitration. This agreement to arbitrate is made pursuant to a transaction involving interstate commerce, and shall be governed by, and enforceable under, the Federal Arbitration Act (the "FAA"), 9 U.S.C. §1 et seq., and (to the extent State law is applicable), the laws of the State of Nevada.

For purposes of this agreement to arbitrate, "you" includes you, any co-applicant, any Authorized User (including Additional Cardholders), or anyone else connected with you or claiming through you; and "we" or "us" includes Credit One Bank, N.A., all of its parents, subsidiaries, affiliates, successors, predecessors, employees, and related persons or entities, and all third parties who are regarded as agents, independent contractors or representatives of us in connection with the subject matter of the claim or dispute at issue.

**Covered Claims:** Claims subject to arbitration include, but are not limited to, any controversies or disputes arising from or relating in any way to your Account; any transactions involving your Account; any disclosures made to you concerning your Account; any interest, charges, or fees assessed on your Account; any service(s) or programs related to your Account; and, if permitted by the rules of the arbitration forum, any collection of debt related to your Account. Claims also include controversies or disputes arising from or relating in any way to advertising, solicitations, or any application for, approval of, or establishment of your Account. Claims subject to arbitration include any controversies or disputes based on any theory of law, whether contract, tort, statute, regulation, common law, or equity, or whether they seek legal or equitable remedies. All Claims are subject to arbitration whether they arose in the past, may currently exist, or may arise in the future. Arbitration will apply even if your Account is closed, you pay us in full any outstanding debt you owe, we no longer own your Account or you file for bankruptcy. Also, controversies or disputes about the validity, enforceability, coverage, meaning, or scope of this agreement to arbitrate or any part thereof are subject to arbitration and are for the arbitrator to decide. Any questions about what Claims are subject to arbitration shall be resolved by interpreting this agreement to arbitrate in the broadest way the law will allow it to be enforced.

**Claims Not Covered:** Claims (whether brought initially or by counter or cross-claim) are not subject to arbitration if they are filed by you or us in a small claims court, so long as the case remains in such court and only individual claims for relief are advanced in the case.

**No Class Arbitration or Consolidation or Joinder of Parties:** Class actions and other similar procedures in which individuals seek to represent similarly situated individuals or seek relief on behalf of the general public, and consolidation or joinder of Claims (except for claimants on the same account), are NOT available under this agreement to arbitrate. Claims in arbitration will proceed on an INDIVIDUAL basis only:

> UNLESS YOU REJECT THIS AGREEMENT TO ARBITRATE, YOU AND WE WAIVE THE RIGHT TO ASSERT OR PARTICIPATE IN A CLASS ACTION OR ANY REPRESENTATIVE OR CONSOLIDATED PROCEEDING IN COURT OR IN ARBITRATION.

The arbitrator shall have no authority to entertain any Claim as a class action or private attorney general action or on any other similar representative basis, nor shall the arbitrator have any authority to consolidate or join Claims brought by separate claimants (except for claimants on the same account). This also means that the arbitrator 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.†

†**Notice to California Account Holders:** This agreement to arbitrate shall not be construed to prevent you from seeking in the arbitration the remedy of public injunctive relief if (a) you reside in California, (b) you resided in California at the time you entered into this agreement to arbitrate, or (c) the billing address for your Account is a California address (hereafter, "California Account Holder").

**Initiation of Arbitration:** The arbitration shall be administered by the American Arbitration Association ("AAA") before a single arbitrator under the AAA's Consumer Arbitration Rules, or by a mutually agreeable administrator, before a single arbitrator, as modified by this arbitration provision. Information about the arbitration process for AAA can be obtained from the AAA at www.adr.org. The arbitrator shall be selected from the AAA (or mutually agreeable administrator) panel of neutrals then active on the roster maintained by the AAA (or mutually agreeable administrator) office located in the city of or nearest to your billing address and, unless otherwise mutually agreed, the arbitrator shall be a retired federal judge, a retired state appellate judge, a retired state trial judge, or a lawyer with at least 15 years of experience in that order of preference.

In the event that the AAA or mutually agreeable administrator is unable or unwilling 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).

**Arbitration Procedures and Applicable Law; Offer of Settlement:** Unlike a lawsuit in state or federal court, arbitration is conducted by a private organization that specializes in alternative dispute resolution. Disputes in arbitration are decided by a neutral arbitrator instead of a judge or jury. You may represent yourself in arbitration, or you may be represented by a lawyer.

Under this agreement to arbitrate, a single arbitrator designated by the arbitration administrator will decide the Claim under applicable law. The arbitrator is bound by the terms of this agreement to arbitrate. The AAA or mutually agreeable administrator will apply its code of procedures in effect at the time the arbitration claim is filed. If there is a conflict between that code of procedures and this arbitration provision and/or any sections of this Card Agreement, this arbitration provision and/or this Card Agreement will control. The arbitrator will honor all claims of privilege recognized by law. Subject to the prohibition on class, representative, and consolidation procedures set forth above, the arbitrator will have the power to award to a party any damages or other relief (including relief in equity) provided for under applicable law. That is, a party will be entitled to recover in arbitration any damages or other relief that it could recover if it prevailed in a court proceeding. An arbitrator's award shall consist of a written statement setting forth the

disposition of each Claim. At the request of any party, the arbitrator shall also set forth a written explanation of the essential findings and conclusions on which the award is based. An arbitration award shall decide the rights and obligations only of the parties named in the arbitration, and shall not have any bearing on another person or dispute.

If your Claim is for $10,000 or less, you may choose whether the arbitration will be conducted solely on the basis of documents, in a telephonic hearing, or in an in-person hearing.

Any in-person hearing will take place in the federal judicial district that includes your billing address at the time the Claim is filed, unless the parties agree to a different place.

**The Arbitrator's Decision:** The arbitrator's decision will be final and binding on the parties. A party can file a written appeal to the arbitration administrator within thirty (30) days after an award is issued. The appeal will proceed before a panel of three neutral arbitrators designated by the same arbitration administrator. The panel will decide anew all factual and legal issues, following the same rules of procedure, by majority vote any aspect of the original decision objected to. The costs of such an appeal will be borne in accordance with the below section entitled "Fees and Costs". Any review by a court shall be governed by the Federal Arbitration Act. Any final arbitration award will be binding on the named parties and enforceable by any court having jurisdiction.

**Fees and Costs:** We will pay any costs that are required to be paid by us under the arbitration administrator's rules of procedure. If you file the arbitration, you will pay your share of the initial filing fee, unless you seek and qualify for a fee waiver under the applicable rules of the arbitration administrator. The party filing an appeal shall be responsible for all filing fees and costs of the appeal unless prohibited by administrator's rules of procedure. All parties are responsible for their own attorney's fees, expert fees and any other expenses, unless the arbitrator awards such fees or expenses to you or us if allowed by applicable law.

**Other Parties Subject to this Agreement to Arbitrate:** In addition to you and us, the rights and duties described in this agreement to arbitrate apply to: any third party co-defendant of a claim subject to this arbitration provision; all joint account holders, Additional Cardholders, and Authorized Users of your Account(s).

**How to REJECT this Agreement to Arbitrate:** You can reject this agreement to arbitrate but only if we receive from you a written notice of rejection within 45 days after it was first provided to you. To reject this agreement to arbitrate you must send the notice of rejection to: Credit One Bank, Attention: Arbitration Opt Out, P. O. Box 98873, Las Vegas, NV 89193-8873. Rejection notices sent to any other address will not be accepted or effective. If you decide to reject this agreement to arbitrate in writing, your notice must state that you reject this agreement to arbitrate and include your name, address, account number, and personal signature. Rejection of arbitration will not affect your other rights or responsibilities under this Card Agreement.

**Survival, Severability, and Amendment of Terms:**
*Survival.* This agreement to arbitrate shall survive changes in the Agreement and termination of the Account or the relationship between you and us, including the bankruptcy of any party and any transfer or sale of your Account, or amounts owed on your Account, to another person or entity.
*Severability.* If any part or parts of your agreement to arbitrate are declared unenforceable, then such specific part or parts shall be of no force or effect and shall be severed, but the remainder of this agreement to arbitrate shall continue in full force and effect. If, however, the entire agreement to arbitrate or your waiver of the right to bring or participate in a class or representative action or in consolidation procedures is unenforceable, then the agreement to arbitrate shall be of no force or effect. Notwithstanding the preceding sentence, with respect to California Account Holders, if arbitration is unenforceable, in whole or in part, you and we agree to resolve any Claim by a judicial reference proceeding as described above.
*Amendment in Writing Only.* This agreement to arbitrate may not be amended, severed, or waived, except as expressly provided in the Agreement or in a written agreement between you and us.

## ***Other Information***

**Transactions in Foreign Currencies:** If you make a transaction at a merchant that settles in a currency other than U.S. dollars, Mastercard International Incorporated or Visa Incorporated will convert that charge into a U.S. Dollar amount. That conversion will be done at a rate selected by Mastercard or Visa from the range of rates available in wholesale currency markets for the applicable central processing date, which rate may vary from the rate Mastercard or Visa itself receives, or the government-mandated rate in effect for the applicable central processing date. The currency conversion rate used on the processing date may differ from the rate that would have been used on the purchase date or on the date the transaction is posted to your Account. You agree to pay the converted amount, including any charges for the conversion that may be imposed as described above.

**Changes to Your Agreement:** The rates, fees and terms of this Agreement may change and we may add or delete any term to this Agreement, consistent with applicable law. We will give you advance written notice of these changes and a right to reject the change, if required by law.

**Unauthorized Use:** Notify us immediately if your Card is lost or stolen or you suspect that someone is using your Card or Account without your permission.

**Assignment:** We may assign any or all of our rights and obligations under this Agreement. You may not assign any of your rights or obligations under this Agreement.

**No Waiver:** We will not lose our rights under this Agreement because we delay or do not enforce them.

**Governing Law:** This Agreement is governed by and interpreted in accordance with the laws applicable to national banks, and, where no such laws apply, by the laws of the State of Nevada, excluding the conflicts of law provisions thereof, regardless of your state of residence.

**Conformance with Law; Severability:** If any part of this Agreement conflicts with applicable law, that provision will be considered modified to conform to applicable law. If any part of this Agreement is invalid, the rest shall remain in effect, except as otherwise noted in the Arbitration Provision.

## ***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 the Billing Inquiries address on the statement.

In your letter, give us the following information:

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

You must contact us:

- Within 60 days after the error appeared on your statement.
- At least 3 business days before an automated payment is scheduled, if you want to stop payment on the amount you think is wrong.

You must notify us of any potential errors in writing. You may call us, but if you do we are not required to investigate any potential errors and you may have to pay the amount in question.

**What Will Happen After We Receive Your Letter**

When we receive your letter, we must do two things:

1. Within 30 days of receiving your letter, we must tell you that we received your letter. We will also tell you if we have already corrected the error.
2. Within 90 days of receiving your letter, we must either correct the error or explain to you why we believe the bill is correct.

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

- We cannot try to collect the amount in question, or report you as delinquent on that amount.
- The charge in question may remain on your statement, and we may continue to charge you interest on that amount.
- While you do not have to pay the amount in question, you are responsible for the remainder of your balance.
- We can apply any unpaid amount against your credit limit.

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

*If we made a mistake:* You will not have to pay the amount in question or any interest or other fees related to that amount.

*If we do not believe there was a mistake:* You will have to pay the amount in question, along with applicable interest and fees. We will send you a statement of the amount you owe and the date payment is due. We may then report you as delinquent if you do not pay the amount we think you owe.

If you receive our explanation but still believe your bill is wrong, you must write to us within 10 days telling us that you still refuse to pay. If you do so, we cannot report you as delinquent without also reporting that you are questioning your bill. We must tell you the name of anyone to whom we reported you as delinquent, and we must let those organizations know when the matter has been settled between us.

If we do not follow all of the rules above, you do not have to pay the first $50.00 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 $50.00. (Note: Neither of these are necessary if your purchase was based on an advertisement we mailed to you, or if we own or operate the company that sold you the goods or services.)
2. You must have used your credit card for the purchase. Purchases made with cash advances from an ATM or with a check that accesses your credit card account do not qualify.
3. You must not yet have fully paid for the purchase.

If all of the criteria above are met and you are still dissatisfied with the purchase, contact us in writing at the Billing Inquiries address shown on your statement.

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

# *DEPOSIT AGREEMENT*

## ***Definitions***

**Annual Percentage Yield (APY)** is a percentage rate that reflects the total amount of interest paid on the Account, based on the applicable interest rate and frequency of compounding for a 365-day period.

**Business Day** means Monday through Friday, not including Saturday or Sunday, or a bank holiday.

**Deposit Account** means the Credit One Bank savings deposit account governed by this Deposit Agreement.

**Electronic Fund Transfer** or **EFT** is any transfer of funds that is initiated through an electronic terminal, telephone, computer, or magnetic tape for the purpose of ordering, instructing, or authorizing a financial institution to debit or credit a consumer's account.

**We**, **us**, **our**, and **Credit One Bank** in this Deposit Agreement refer to Credit One Bank, N.A.

**You** and **your** in this Deposit Agreement refer to each person who owns a Deposit Account and, where appropriate, each person with authority to deposit or withdraw funds from the Deposit Account or manage the Deposit Account.

Capitalized terms used in this Deposit Agreement and not defined shall have the meaning given to them in the Card Agreement.

## ***Opening Your Deposit Account***

**Opening a Deposit Account**: Deposit accounts with Credit One Bank may be opened on our website. You can access information about your Deposit Account through various methods, including by telephone, our Mobile App, and through Online Banking at CreditOneBank.com.

**Account Funding**: After your Deposit Account is opened, your Deposit Account must properly fund and meet the minimum balance requirement described in the "Minimum Balance" section below. If, for any reason, your Deposit Account does not properly fund and meet the minimum balance requirement within thirty (30) calendar days, your Deposit Account will be closed and you will forfeit any interest, earnings or bonuses that may have been accrued. We will not be responsible for any fees or charges incurred by you for the Deposit Account failing to fund properly.

You can make your Deposit Account-opening deposit by ACH or debit card from another bank deposit account. We will not accept cash or mailed deposits and are not responsible for any items sent to us via mail. For additional information regarding how we accept deposits see the "Deposits" section below.

**Identification**: To help the government fight the funding of terrorism and money laundering activities, federal law requires all financial institutions to obtain, verify and record information that identifies each person who opens a Deposit Account. What this means for you: When you open a Deposit Account, we will ask for your name, address, date of birth and other information that will allow us to identify you. We may also ask to see your driver's license or other identifying documents.

**Deposit Account Ownership**: We offer the Deposit Account described in this Deposit Agreement only to consumers for personal, family, or household use. Your Deposit Account is non-transferrable and non-negotiable.

## ***Truth in Savings & Related Disclosures***

The **interest rate** paid on your Account: **.1000%**

The **Annual Percentage Yield (APY)** for your Account: **.10%**

The interest rate and annual percentage yield for your Deposit Account are variable and set at our discretion, and subject to change at any time.

**Interest Calculation:** Interest begins to accrue on the Business Day in which we have received your initial deposit. We use the daily balance method to calculate interest on your Deposit Account. This method applies a daily periodic rate to the principal amount in the Deposit Account each day. The daily periodic rate is calculated by dividing the interest rate by 365 days for each day in the year, even in a leap year. Interest is credited to your Deposit Account and compounded quarterly at each calendar quarter-end, however you will forfeit any accrued interest if your Deposit Account is closed before it is credited. Fees may reduce your earnings.

**Minimum Balance:** You must deposit a minimum of at least $200.00 to establish your Deposit Account and maintain a minimum balance of at least $200.00 in your Deposit Account each day to receive the interest rate and APY noted above. The minimum balance for your Deposit Account will be based on the Account credit limit amount for which you applied and are approved, but no less than $200.00.

**Transaction Limitations:** No withdrawals from your Deposit Account will be permitted at any time. Additional deposits will only be allowed in connection with an approved credit limit increase as outlined in the Secured Credit Limit Increases section below, and the balance must remain in the Deposit Account until the Deposit Account is closed (see Security Agreement section below).

**Secured Credit Limit Increases:** We may allow you to increase the credit limit on your Account by depositing additional funds to your Deposit Account in the amount of the requested increase. The minimum deposit for a credit limit increase will be provided to you at the time the credit limit increase is requested. We may delay increasing your available credit by the amount of the deposit for up to seven (7) days. Any accrued interest added to your Deposit Account balance does not increase your Account credit limit, and does not reduce the amount of deposit required for a requested credit limit increase. Credit limit increase requests must be made in accordance with procedures established from time to time by Credit One Bank. Deposits may not be included with Account payments. The acceptance of additional deposits to your Deposit Account does not imply that your credit limit is increased. We reserve the right to refuse any item for deposit. Approval of your deposit will be indicated in the form of a credit limit increase on your Account. For information on Credit One Bank's procedure for applying for a credit limit increase, contact us at the number on the back of your credit card.

**Termination of Deposit Account:** You may close your Deposit Account at any time. However, please review your "Security Agreement for Deposit Account" for additional terms. We may require that you provide written notice seven days in advance of your requested Deposit Account closure. We may cancel, suspend, or not renew your Deposit Account at any time and for any reason without notice. You will remain responsible for any amount you owe us under this or any other agreement you have with us.

**Deposits**: We DO NOT ACCEPT CASH, CHECKS or WIRES for deposit. You can make deposits to your Deposit Account(s) with an EFT. Additionally, you may NOT make a deposit or transfer funds via an ATM, and you may NOT make a deposit at any Credit One Bank office location. We have the right to reject any item submitted for deposit and the right to return a deposit already made. See the Electronic Fund Transfer Disclosure and Terms section below for additional information governing EFTs.

**Automated Clearing House (ACH) Debits and Credits**: You may authorize originators to send ACH credits to your Account. Each ACH transfer will be processed under the Operating Rules of the National Automated Clearing House Association (NACHA) and you agree that each transaction is subject to compliance with the NACHA rules. For more details on conducting ACH transfers, see the "Funds Availability and Cutoff Times" section below.

**Funds Availability and Cutoff Times**: We have established cutoff times for deposits to ensure we have time to accurately process transactions. If we receive a deposit before 11:59 p.m. Pacific Time (PT) on a Business Day, we will consider that Business Day to be the day of your deposit. However, if we receive a deposit after 11:59 p.m. PT or on a non-Business Day, we will consider the deposit as having been made the next Business Day.

## ***Other Rules Governing Your Deposit Account***

**Changes to Your Deposit Account**: You agree to promptly notify us of any change to your name, residential mailing address or email address. Failure to do so may result in notices, statements and other correspondence being provided to the address maintained on our records for your Deposit Account. You agree to indemnify and hold us harmless for doing so.

**Power of Attorney**: You may appoint someone (called an "attorney in fact") with authority to conduct transactions on your Deposit Account by giving a power of attorney. You must contact us directly to add an attorney in fact. In order to add an attorney in fact to your Deposit Account, the power of attorney document must meet our requirements. Once a power of attorney is accepted, we may continue to allow your attorney in fact to make deposits, withdrawals or other transactions until we receive actual notice of the death of the Deposit Account owner or until we receive written notification that the power of attorney has been revoked or terminated.

**Dormant Deposit Accounts and Escheat**: If your Deposit Account or any check we send you is considered dormant or abandoned under applicable laws, we may be required to transfer (or "escheat") the funds in your Deposit Account to the state. After your funds are escheated, we are not legally responsible for the funds, and have no obligation to accrue interest. You must apply to the appropriate state agency to reclaim those funds.

**Right to Setoff**: Subject to applicable law, we may exercise our right of setoff or security interest against any and all of your deposit accounts with us without notice, for any liability or debt of any of you, whether joint or individual, whether direct or contingent, whether now or hereafter existing, and whether arising from overdrafts, endorsements, guarantees, loans, attachments, garnishments, levies, attorney fees, or other obligations. If the deposit account is a joint or multiple-party account, each joint or multiple-party account holder authorizes us to exercise our right of setoff against any and all deposit accounts of each account holder. If we receive a levy, attachment or other court process against you or another owner of the Deposit Account, we may refuse to permit withdrawals or transfers from your Deposit Account until the legal action is dismissed or satisfied. Any levy, attachment or other court process will be subject to our right of setoff or security interest. You are responsible for any losses, costs, or expenses we incur as a result of any dispute or legal proceeding involving your Deposit Account.

**Tax Information**: The Internal Revenue Service (IRS) requires us to report interest payments that total $10 or more during the year on your Deposit Account with us. When you open your Deposit Account, we are required to have a certified Social Security Number or Taxpayer Identification Number for each Deposit Account owner. To meet federal requirements, you certify that you have provided your correct Social Security Number or Taxpayer Identification Number for each Deposit Account owner during the online Deposit Account opening process. If you do not provide a certified SSN, if the IRS notifies us that the name and corresponding SSN are incorrect, or if the IRS notifies that you failed to report all of your interest and dividends on your tax return, we will withhold a specified percentage of the taxable interest that we pay you in accordance with IRS requirements.

For additional information on the above and how this applies to you, please consult your tax advisor.

**Right to Require Notice of Withdrawal**: We may require you to notify us in writing at least seven (7) days before you withdraw funds from your Deposit Account. We are required to reserve this right under federal regulations. If we require this notice, the seven (7) day period starts on the day we receive your written notice.

**Customer Privacy:** We provide you our Privacy Policy when you open your Account and thereafter in accordance with applicable law. 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. You accept the terms of our Privacy Policy provided to you during Account opening when you use the Account. You may also contact us or visit CreditOneBank.com if you would like a copy.

**Electronic Communications**: When you opened your Deposit Account, you consented to receive written communications and Deposit Account disclosures electronically. We deliver written communications and Deposit Account disclosures by placing them in the Document Center located in your online account and Mobile App. We may provide you with an online notification and/or send you an electronic notice (Email/Text/SMS) regarding the availability of a document ready to be viewed. However, from time to time, this service may not be available. Therefore, you are responsible for checking the Document Center for Communications.

In the event Credit One is unable to notify you electronically, you agree that we may, in our sole and absolute discretion, discontinue electronic Communications and send future Communications to you in paper form.

**If you withdraw your consent** to receive Deposit Account Communications electronically, you will no longer be able to receive electronic Communications about your Deposit Account, and **your Deposit Account and the Account it secures will be subsequently closed** and any funds in your Deposit Account will be applied to the Account it secures.

**Agreement, Arbitration, and Attorney Fees.** The Deposit Agreement is subject to the Security Agreement for Deposit Account and Card Agreement. If any term conflicts with this Deposit Agreement, this Deposit Agreement will prevail. The Card Agreement governing the Account contains an arbitration provision that applies to all claims relating to the Account. Disputes regarding this Deposit Agreement are subject to the Arbitration Agreement as set forth in the Card Agreement. If we use an attorney to defend or enforce our rights under this Deposit Agreement or to perform any legal services in connection with this Deposit Agreement, we may charge you our legal costs as permitted by law.

**Waiver, Conformance with Law; Severability**: We will not lose any rights under this Deposit Agreement because we delay or do not enforce them. If any part of this Deposit Agreement conflicts with applicable law, that provision will be considered modified to conform to applicable law. If any part of this Deposit Agreement is determined to be invalid or unenforceable, the rest of the Deposit Agreement shall remain in effect, except as otherwise noted in the Arbitration Agreement.

## ***ELECTRONIC FUND TRANSFER DISCLOSURE AND TERMS***

This section of the Deposit Agreement applies to payment orders and funds transfers governed by the Electronic Fund Transfer Act.

**Type of Transfers:** You may authorize the following Electronic Fund Transfers (EFT) to your Deposit Account:

- One-time ACHs or debit card deposits at Deposit Account opening and in connection with any Secured Credit Limit Increase, from an account the Account owner owns; no transfers are allowed to or from third parties or accounts the Account owner does not own.

**Periodic Statements**: You will receive a monthly Deposit Account statement unless there have been no transfers during that month, in which case you will receive a statement at least quarterly.

**Online Banking:** You may view your Deposit Account activity by computer online by logging into your online account through our website at www.CreditOneBank.com.

**Financial Institution's Liability**: If we do not complete a transfer to or from your Deposit Account on time or in the correct amount according to our agreement with you, we will be liable for your losses or damages. However, there are some exceptions. We will not be liable, for instance:

- If, through no fault of ours, you do not have enough money in your account to make the transfer.
- If there was a website malfunction and you knew about the breakdown when you started the transfer.
- If circumstances beyond our control (such as fire or flood) prevent the transfer, despite reasonable precautions that we have taken.
- If you did not provide us with the correct information to make the transfer.
- If your Deposit Account has been closed.

If you think there is an error on your Deposit Account statement, please see the "Your Billing Rights" section previously addressed in this Agreement. The sections below provide your liabilities and responsibilities for identifying and reporting any potential errors on your Deposit Account.

**Liability for Unauthorized Electronic Fund Transfers From Your Deposit Account**: Tell us immediately if you believe that an Electronic Fund Transfer has been made from your Deposit Account without your permission. Contacting us by telephone is the best way to minimize your possible losses. If you tell us within two (2) Business Days after you learn that your Deposit Account access credentials have been lost or stolen or of the unauthorized transfer of funds, your liability will be no more than $50. If you DO NOT tell us within two (2) Business Days after you learn that your Deposit Account access credentials have been lost or stolen or that an unauthorized transfer of funds has occurred, and we can prove that we could have stopped the unauthorized transfer if you told us, you could lose as much as $500. If your statement shows Electronic Fund Transfers that you did not make, you need to notify us at once. If you do not notify us within sixty (60) days after the Deposit Account statement was sent or made available to you, you may not get back the money you lost after the sixty (60) days if we can prove that we could have stopped someone from taking the money if you had notified us in time. If a good reason (such as a long trip or a hospital stay) kept you from notifying us, we will extend the time periods.

If you believe your Deposit Account access credentials have been lost or stolen, or learned by an unauthorized person, or that someone has transferred or may transfer money from your Deposit Account without your permission, notify us immediately by calling us at 1-877-825-3242 or write to us at Credit One Bank, P.O. Box 98873, Las Vegas, NV 89113-8873.

**Error Resolution Notice on Periodic Statements**: In case of errors or questions about your electronic transfers, please call us at 1-877-825-3242 or write us at the address listed below as soon as you can, if you think your statement is wrong or if you need more information about a transfer listed on the statement. We must hear from you no later than 60 days after we sent the FIRST statement on which the problem or error appeared.

**(1)** Tell us your name and Deposit Account number (if any).
**(2)** Describe the error or the transfer you are unsure about, and explain as clearly as you can why you believe it is an error or why you need more information.
**(3)** Tell us the dollar amount of the suspected error.

If you tell us orally, we may require that you send us your complaint or question in writing within 10 Business Days. We will determine whether an error occurred within 10 Business Days after we hear from you and will correct any error promptly. If we need more time, however, we may take up to 45 days to investigate your complaint or question. If we decide to do this, we will credit your Deposit Account within 10 Business Days for the amount you think is in error, so that you will have the use of the money during the time it takes us to complete our investigation. If we ask you to put your complaint or question in writing and we do not receive it within 10 Business Days, we may not provisionally credit your Deposit Account.

For errors involving new Deposit Accounts or foreign-initiated transactions, we may take up to 90 days to investigate your complaint or question. For new Deposit Accounts, we may take up to 20 Business Days to credit your Deposit Account for the amount you think is in error.

We will tell you the results within three Business Days after completing our investigation. If we decide that there was no error, we will send you a written explanation. You may ask for copies of the documents that we used in our investigation. Please write us at:

**Credit One Bank**
**P. O. Box 98873**
**Las Vegas, NV 89113-8873**

# *SECURITY AGREEMENT FOR DEPOSIT ACCOUNT*

## ***Definitions***

**Deposit Account** means the Credit One Bank savings deposit account governed by this Security Agreement for Deposit Account

**We**, **us**, **our**, and **Credit One Bank** in this Security Agreement for Deposit Account refer to Credit One Bank, N.A.

**You** and **your** in this Security Agreement refer to each person who owns a Deposit Account and, where appropriate, each person with authority to deposit or withdraw funds from the Deposit Account or manage the Deposit Account.

Capitalized terms used in this Security Agreement for Deposit Account and not defined shall have the meaning given to them in the Card Agreement.

**Deposit Account:** You agree to establish and maintain a Deposit Account as security for the Account with an amount of Funds at least equal to the credit line, but no less than $200.00. "Funds" means the total amount you deposited and maintain in the Deposit Account. Depositing funds greater than the Credit Line will not increase the Credit Line and you may not have access to those funds. You cannot use the Deposit Account to secure other loans and must keep the Deposit Account free of encumbrances other than the security interest you grant us. You cannot make withdrawals from the Deposit Account while those Funds are being used to secure your Debt. If you attempt to do so, we may consider you in default.

**Pledge and Assignment of Security Interest.** As security for the payment of your obligations under the Account ("Debt"), you grant us a security interest in all Funds, including all proceeds of the Funds. You agree to take any actions needed for us to perfect or protect our lien position of our security interest. You represent that there are no lawsuits or bankruptcy proceedings that may affect our interest in the Funds. We may, in our sole discretion, assign the Deposit Account and our rights and obligations under this Security Agreement.

**Applying Funds to the Debt.** If you default under the Agreement or the Account is closed for any reason, we may at any time and without notice apply the Funds to any outstanding Debt. Such use of Funds will not constitute a required payment under the Agreement. You continue to be responsible for making payments and repaying any outstanding Debt. We may retain the Funds for 60 days after you no longer have any right to use the Account, to cover any transactions, fees or charges relating to use of the Account.

**Agreement, Arbitration, and Attorney Fees.** The Security Agreement for Deposit Account is subject to the Deposit Agreement and Card Agreement. If any term conflicts with this Security Agreement for Deposit Account, this Security Agreement for Deposit Account will prevail. The Card Agreement governing the Account contains an arbitration provision that applies to all claims relating to the Account. Disputes regarding this Security Agreement for Deposit Account are subject to the Arbitration Agreement as set forth in the Card Agreement. If we use an attorney to defend or enforce our rights under this Security Agreement for Deposit Account or to perform any legal services in connection with this Security Agreement for Deposit Account, we may charge you our legal costs as permitted by law.

**Governing Law, Severability**. This Security Agreement for Deposit Account and our security interest are governed by Nevada Law. If any part of the Security Agreement for Deposit Account is invalid, the rest shall remain in effect.

**Consent.** You consent to this Security Agreement for Deposit Account and grant us a security interest in the Deposit Account as well as any renewals, proceeds, and additions to it.

## ***Rewards Program Supplement***

This document ("Supplement") describes the terms and conditions of the Credit One Bank Cash Back Rewards Program ("Program") and supplements the Card Agreement that governs your credit card account issued by Credit One Bank, N.A. (the "Account"). By using the Account, you agree to participate in the Program. Your participation is subject to the terms of the Card Agreement, including the arbitration agreement, if applicable, and this Supplement. In the event of a conflict between the Card Agreement and this Supplement, with respect to matters relating to the Program, this Supplement controls.

**Earning Cash Back Rewards**: You earn cash back rewards in the form of an automatic statement credit equal to 1% of Net Eligible Purchases (as defined below) made with your Account. You do not earn cash back rewards on Cash Advances, Balance Transfers, interest, fees, and other charges. We will post a statement credit to your Account within thirty-seven days after the end of the month based on the Net Eligible Purchases posted to your Account from the first day to the last day of the current month. If your Account is in default, as defined in your Card Agreement, at the time the credit is to be posted, you WILL NOT receive the credit. Cash back rewards have no cash value.

**Merchant Categories**: Merchants who accept credit cards are assigned a merchant code, which is determined by the merchant or its processor in accordance with the applicable credit card network's procedures based on the kinds of products and services they primarily sell. We have no control over merchant codes. Please note:

- We make every effort to include all relevant merchant codes in our cash back rewards categories. However, even though a merchant or some of the items that it sells may appear to fit within a cash back rewards category, the merchant may not have a merchant code in that category or may not use an eligible merchant code. When this occurs, Purchases with that merchant won't qualify for cash back rewards.
- A merchant with more than one location may submit Purchases using different codes, including codes that are not eligible under this Program. This means that Purchases from the same merchant at a different location may result in no cash back rewards. Purchases made without an eligible code WILL NOT qualify for cash back rewards.
- Purchases submitted by you, an authorized user, or the merchant through third-party payment accounts, mobile or wireless card readers, online or mobile digital wallets, or similar technology will not qualify in a cash back rewards category if the technology is not set up to process the purchase in that cash back rewards category.

**Eligible Purchases**: Eligible Purchases are Purchases from merchants in the following categories:

- gasoline (Service Stations, Automated Fuel Dispensers, Petroleum and Petroleum Products, Marinas and Marine Services),
- grocery (Grocery Stores and Supermarkets, Freezer and Meat Provisioners, Miscellaneous Food Stores – Convenience Stores and Specialty Markets. Grocery Purchases do not include Purchases at superstores, at stores that sell groceries and other products like drugstores; or at smaller stores like bakeries, candy, nut or confection stores),
- mobile phone service (Telecommunication Equipment and Telephone Sales, Telecommunication Services, including Local and Long-Distance Calls, Credit Card Calls, Calls Through Use of Magnetic-Stripe-Reading Telephones, and Fax Services), and
- internet, cable and satellite TV subscription services (Cable, Satellite and Other Pay Television/Radio/Streaming Services, Computer Network/Information Services).

**Purchases That Are Not Eligible:** Purchases from the following types of merchants are not eligible for cash back rewards:

- oil, propane, home heating companies,
- PayPal,
- warehouse clubs (including but not limited to Sam's Club, Costco, and BJ's), and
- discount supercenters (including but not limited to Walmart® and Target®).

**Net Eligible Purchases**: Net Eligible Purchases are Eligible Purchases minus any returns, disputed charges, unauthorized charges, illegal or fraudulent charges or other credits for such Purchases.

**Program Restrictions**: You will receive an automatic cash back rewards credit on each statement that has at least one Net Eligible Purchase. Automatic statement credits for cash back rewards will reduce the balance on your Account but will not count as payments. You will still be required to pay at least the Minimum Payment Due as shown on your billing statement each month. You WILL NOT earn cash back rewards for Purchases made while your Account is in default as defined within your Card Agreement. This Program excludes Accounts already enrolled in a different Credit One Bank cash back or other rewards program.

**Changes:** The Program may be changed (added to, modified or deleted) by us at any time, including without limitation changes to the definition of eligible or non-eligible purchases. We will give you prior notice to the extent required by law. Any revisions may affect your ability to earn cash back rewards.

**Termination**: We may suspend or terminate the Program or your participation in the Program at any time without prior notice. In such event, we will evaluate your Account for any eligible cash back rewards as of the Program termination date. Provided that you meet all of the other Program Restrictions listed above at that time, you will receive a distribution of the cash back rewards earned during the current billing period in the form of a statement credit.

**Limited Liability**: Unless otherwise required by law, this Program, or our Card Agreement with you, we will not be liable to you or anyone making a claim on your behalf, in connection with: (1) any change or termination of the Program; (2) any loss, damage, expense or inconvenience caused by any occurrence outside of our control; (3) any taxes that you incur as a result of receiving cash back rewards, payment of which taxes will be your responsibility; (4) any merchandise or services you purchase, or for any direct, indirect or consequential damages with respect to the use of your Account. In any event, any liability that Credit One may have to you in connection with the Program shall be limited to the amount of any cash back rewards you have earned in this Program. The Program and cash back rewards are void or limited where prohibited or restricted, respectively, by federal, state or local law.

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# *CARD AGREEMENT*

## ***Pricing Summary***

| Interest Rates and Interest Charges | |
|---|---|
| **ANNUAL PERCENTAGE RATE (APR) for Purchases** | **23.99%** |
| **ANNUAL PERCENTAGE RATE (APR) for Balance Transfers** | **23.99%** |
| **ANNUAL PERCENTAGE RATE (APR) for Cash Advances** | **23.99%** |
| **Paying Interest** | Your due date is at least 24 days after the close of each billing cycle. We will not charge you any interest on Purchases if you pay your entire balance by the due date each month. We will begin charging interest on Cash Advances and Balance Transfers from the posting date. |
| **Minimum Interest Charge** | None |
| **For Credit Card Tips from the Consumer Financial Protection Bureau** | **To learn more about factors to consider when applying for or using a credit card, visit the website of the Consumer Financial Protection Bureau at http://www.consumerfinance.gov/learnmore.** |
| **Fees** | |
| **Annual Fee** | **$39** |
| **Transaction Fees**<br>• Balance Transfer<br>• Cash Advance<br>• Foreign Transaction | <br>Either **$7** or **4%** of the amount of each Balance Transfer, whichever is greater.<br>Either **$10** or **5%** of the amount of each Cash Advance, whichever is greater.<br>Either **$1** or **3%** of the amount of each purchase in U.S. dollars, whichever is greater. |
| **Penalty Fees**<br>• Late Payment<br>• Returned Payment | <br>Up to **$39***<br>Up to **$39**** |

**How We Will Calculate Your Balance:** We use a method called "average daily balance (including new Purchases)." See your Card Agreement for more details.

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

***Late Payment Fee:** We will charge the maximum safe harbor amount, which is set annually in accordance with 12 C.F.R 1026.52(b)(1)(ii)(D). Currently the fee is $29, unless you incurred a Late Payment Fee during the prior six billing cycles. If you did, the fee is currently $39. This fee will not exceed the related Minimum Payment that was due. We charge a Late Payment Fee to your Account if at least the Amount Due This Period (less any Late Payment Fee for the current billing cycle) plus any Past Due Amount is not received by 5:00 p.m. PT on the Payment Due Date shown on your statement.

****Returned Payment Fee:** We will charge the maximum safe harbor amount, which is set annually in accordance with 12 C.F.R 1026.52(b)(1)(ii)(D). If a payment is not honored upon first presentment, even if the payment is later honored, a Returned Payment Fee will be charged to your Account. Currently, the fee is $29, unless you incurred a Returned Payment Fee in the prior six billing cycles. If you did, the fee is currently $39. This fee will not exceed the related Minimum Payment that was due.

**Additional Rate Information:** The Purchase, Balance Transfer and Cash Advance APR corresponds to a monthly periodic rate of 1.99917%.

**Minimum Payments:** 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 the sum of:

- 5% of your outstanding balance, rounded up to the next whole dollar, or $30, whichever is greater;
- any Late Payment Fee for the current billing cycle;
- and any Past Due Amount (excluding any past due Late Payment Fees).

***Military Lending Act Protections***

**Covered Borrower:** A Covered Borrower is a consumer who is entitled to the Limitations on Terms of Consumer Credit Extended to Service Members and Dependents pursuant to a determination made in accordance with 32 C.F.R. 232.5(b).

**Compliance with the Military Lending Act:** This Agreement shall be interpreted to comply with the Military Lending Act, including its restrictions on permissible loan terms and limitations on interest and fees. As a Covered Borrower: (a) the arbitration provision shall not apply to you, (b) the Duplicate Statement Fee, the Sales Slip Request Fee, and the Replacement Card Fee shall not apply to you, and (c) any other provision of this Agreement that is inconsistent with the Military Lending Act shall not apply to you.

## *The Agreement*

This Agreement, together with the Pricing Summary, is your contract with us.

**Accepting this Agreement:** You accept this Agreement when you use the Account. You may still reject this Agreement if you have not yet used the Card, used the Account, or paid a fee after receiving a billing statement. To reject the Agreement, call us at 866-515-5721 or write us at Bank Card Center, P.O. Box 95516, Las Vegas, NV 89193-5516. If you reject the Agreement, you are not responsible for any fees or charges.

**Arbitration:** This Agreement includes an Arbitration Provision with class action and jury trial waivers. You can reject the Arbitration Provision. See "How to REJECT this agreement to arbitrate" in the Arbitration section. If you do not, it will be part of this Agreement.

**Promise to Pay:** You agree to pay us for all amounts due on your Account, including credit for Purchases, Balance Transfers, and Cash Advances, as well as interest charges and fees. This includes charges made by Additional Cardholders and other Authorized Users.

## *Definitions*

**Account** means the Credit One Bank card account under this Agreement.

**Authorized User** means any person you allow to use your Account or Card, including Additional Cardholders. If the Authorized User has been issued a Card and you want to terminate the Authorized User, you must notify us by telephone or in writing.

**Balance Transfer** means a transaction we designate that allows you to use your Account to pay another creditor or yourself. Balance Transfers cannot be used to pay us or our affiliates. A Balance Transfer will be subject to the terms of the Balance Transfer offer and this Agreement.

**Card** refers to one or more cards or access devices, including your Account number, that we give you or someone else with your authorization to get credit under this Agreement.

**Cardholder** refers to each person with a card issued in their name.

**Cash Advance** means the use of your Account to obtain funds at a financial institution or the use of a Convenience Check.

**Convenience Check** means a check we issue to you to take a Cash Advance. You may not use these checks to pay us or our affiliates.

**Purchase** means the use of the Account to obtain goods or services.

**Prime Rate** means the highest U.S. Prime Rate in the Money Rates section of The Wall Street Journal on the 25th day of the month, or the next day if that day is not a publication day. If The Wall Street Journal does not publish the U.S. Prime Rate, we may substitute another index.

**we**, **us**, **our**, and **Credit One Bank** refer to Credit One Bank, N.A., the issuer of your Card.

**you**, and **your** refer to each person who has applied for the Account and where appropriate, the Authorized User.

## ***Features and Use of Your Account***

**Using Your Card:** You may make Purchases wherever the Card is accepted. You may use the Account to obtain Cash Advances, but you may not make more than two Cash Advance transactions per day which may not exceed the lower of your available credit for cash or $200. You may use the Account only for personal, family, or household purposes, and if your Account is used for any other purpose you are still responsible for such use. You may not use the Account for business or commercial purposes. The Account may not be used for online or internet gambling or illegal purposes.

**Your Credit Limit:** We will tell you your credit limit. Keep your Account balance below your credit limit. If you do not, you must still pay us. We may designate part of your credit limit as a Cash Advance limit and part as a Balance Transfer limit. We may change your credit limit(s) at any time, without notice. You may use a portion of your credit limit for Cash Advances and Balance Transfers. Each Purchase, Cash Advance, and Balance Transfer obtained will reduce the amount of available credit under your credit limit until it is repaid. We may delay increasing your available credit by the amount of any payment that we receive for up to 12 calendar days.

**Credit Limit Increase:** To request a credit limit increase contact the Customer Service number on your statement. We may impose a fee for processing the request.

**Credit Authorizations:** We may decline to authorize a transaction for any reason. We will not be liable to you if we decline a transaction or if anyone refuses any use of your Card.

**Automatic Billing:** You may set up automatic billing with a merchant. You authorize us to provide an updated Account number or Card expiration date to any merchant at our discretion. Contact the merchant to stop automatic billing.

**Joint Accounts:** If this is a joint account, each of you is responsible individually and together for all amounts owed. Each of you is responsible even if the Account is used by only one of you. You will continue to be liable for the entire balance of the Account, even if your co-applicant is ordered by a court to pay us. You will remain liable to us if your co-applicant fails to pay as ordered by the court. Your Account status will continue to be reported to the credit reporting agencies under each of your names. The delivery of notices or billing statements to either of you serves as delivery to each of you. We may rely on instructions given by either of you. We are not liable to either of you for relying upon such instructions.

**Electronic Access:** Applications (apps) on electronic devices (such as mobile wallets) can store your Card and can be used to get credit under this Agreement. Such transactions are covered by this Agreement. Apps may have separate terms of use. We are not responsible if you violate those terms or for any consequences from violating those terms.

**Additional Cardholder:** At your request, we may, at our discretion, issue, in the name of another person, an additional Card on your Account. That person is an Additional Cardholder, as well as an Authorized User. An Additional Cardholder has access to certain Account information including balance, available credit and payment information. If you advise us that the Additional Cardholder is your spouse, information regarding the Account will be provided to consumer reporting agencies in your name as well as in the name of the Additional Cardholder. By requesting that we add an Additional Cardholder to your Account, you represent that you (1) have the consent of the Additional Cardholder to be added to the Account, (2) have provided a copy of this Agreement to the Additional Cardholder, and (3) if the Additional Cardholder is your spouse, you have told the Additional Cardholder that Credit One Bank will furnish credit information about them to the credit reporting agencies in connection with the Account. The Additional Cardholder may report the Card lost or stolen and may remove him or herself from the Account.

## ***Interest Rates and Interest Changes***

**Annual Percentage Rates (APRs):** See the Pricing Summary for your APRs. The APR for Balance Transfers will be the same as the APR for standard Purchases, unless a promotional rate applies.

**Variable Rates:** Your Pricing Summary indicates whether you have any variable APRs. Variable APRs are determined by adding to the Prime Rate the number of percentage points ("margin") specified in the Pricing Summary. Variable APRs will increase or decrease when the Prime Rate changes. The APR change will take effect beginning with billing cycles that end on or after the first day of the month after the month in which the Prime Rate changes. An increase in the APR will increase your interest charges and may increase your Minimum Payment Due.

**Average Daily Balance Method (including new transactions):** We calculate interest each billing cycle by first figuring the "average daily balance" for each type of balance. Standard Purchases, standard Cash Advances, standard Balance Transfers, and each promotional offer, are all types of balances.

For each type of balance, for each billing cycle, we start with the balance on the last day of your previous billing cycle. We subtract any unpaid interest. This is the beginning balance each day. Each day of the billing cycle we subtract any new payments and credits applied to that type of balance. We add any new transactions and fees for that type of balance. We add Purchases, Cash Advances, and Balance Transfers on the post date. We add transaction fees on promotional rate and non-promotional rate Balance Transfers to the same type of balance as the transaction. We add all other fees to the standard Purchase balance. This gives us the daily balance for that type of balance, except that if the daily balance is negative, we treat it as zero. We then add up all of the daily balances and divide by the number of days in the billing cycle. This gives us the "average daily balance" for that type of balance. We multiply the average daily balance by the applicable monthly periodic rate (the APR divided by 12). This gives us the interest charged for that type of balance for that billing cycle. This interest is included in the Account balance on the last day of the billing cycle. The results for all types of balances are then added together to determine the total interest charged that billing cycle.

**When Interest Begins:** We begin to impose interest on a transaction or fee from the day we add it to the daily balance. We continue to impose interest 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 billing statement by the Payment Due Date shown on that billing statement, we will not impose interest on new Purchases paid by the Payment Due Date on your current billing statement. The Payment Due Date will be at least 24 days after the close of the billing cycle. If you have been paying your Account balance in full and thereby avoiding interest on Purchases, but then do not pay the next New Statement Balance in full by the Payment Due Date, in that billing cycle we will start charging interest on the unpaid portion of your balance.

## ***Fees***

See the Pricing Summary for additional Fee information.

**Annual Fee:** If your Account is subject to an Annual Fee, the amount and when it is billed is shown on the Pricing Summary. The Annual Fee is billed to the Account until the Account is closed and the outstanding balance is paid in full. The Annual Fee is refundable as long as you cancel your Account and have not used your card for any Purchases, Cash Advances, or Balance Transfers and you have not made a payment.

**Credit Limit Increase Fee:** If a fee is imposed for processing a Credit Limit increase request, we will tell you the amount of the fee at the time of your request and before you agree to it.

**Foreign Transaction Fee:** We add this fee, unless "None" is stated in the Pricing Summary table, for each purchase made outside the U.S. (A purchase is made outside the U.S. unless it is made with a U.S. merchant, processed completely in the U.S., and in U.S. dollars.) The fee is a percentage of the U.S. dollar amount of the purchase.

**Optional Express Payment Service Fee:** If a representative of ours helps expedite your payment, we may impose an Express Payment fee. You will be informed of the amount of the fee before you complete the transaction.

**Duplicate Statement Fee:** If you request a duplicate copy of a monthly statement, for any purpose other than to assert a billing error, you will be charged a fee of up to $10 for each statement copy requested.

**Sales Slip Request Fee:** If you request a copy of a sales slip, for any purpose other than to resolve a dispute about the charges on your Account, you will be charged a fee of $6 for each sales slip copy requested.

**Replacement Card Fee:** If you request a replacement card, a Replacement Card Fee of up to $25 may be charged to your Account.

## ***Payments***

**Minimum Payment Due:** See the Pricing Summary for the minimum payment requirements.

**Small Balances:** As it is uneconomical for both you and us to process payments or maintain credits that are $1 or less in amount, you agree as follows: (1) In any billing cycle in which you have had no transactions and your New Balance on the billing date is $1 or less, the balance will be rounded to zero and you will not receive a bill for this amount. (2) In the event that you have a credit balance of $1 or less for two consecutive billing cycles, the balance will be rounded to zero and you will not receive a refund of this amount.

**Payment Instructions:** You must pay us in U.S. dollars, in funds on deposit in the U.S. 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.

**Irregular Payments:** Any payment submitted in offer of settlement of a disputed debt, including any item containing a notation such as "paid in full," and any other item with a restrictive endorsement, must be sent to: Credit One Bank, P.O. Box 95516, Las Vegas, NV 89193-5516. We can accept late payments, partial payments, and checks or other items with restrictive endorsements at any other address without losing any of our rights under this Agreement.

**Postdated Checks:** You agree that we need not examine any payment check to confirm that it is not postdated and that we may deposit any postdated check on the day we receive it.

**Payment Allocation:** We apply payments up to the Minimum Payment Due and credits at our discretion, which may result in balances at lower APRs being paid first and higher interest charges. Payments over the Minimum Payment Due will be applied to balances with higher APRs first.

## ***Collecting, Sharing, and Updating Information***

**Customer Privacy:** We send you our Privacy Policy when you open your Account and thereafter in accordance with applicable law. 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. You accept the terms of our Privacy Policy when you use the Account. Contact us or visit CreditOne.com if you would like a copy.

**Information About You:** You authorize us to obtain and/or use information about you from third parties and credit reporting agencies to: (1) verify your identity and/or conduct investigative inquiries; (2) determine your income and credit eligibility; (3) review your Account and provide renewal of credit; (4) verify your current credit standing in order to present future credit limit increases or decreases; (5) qualify you for and present additional lines of credit or other offers; and (6) collect amounts owing on your Account. Upon request, we will tell you the name and address of any credit reporting agency that provided us with information concerning you.

**Furnishing Information:** We may furnish information concerning your Account or credit file to consumer reporting agencies and others who may properly receive that information. If you believe that information we furnished is inaccurate or incomplete, please write us at Credit One Bank, P. O. Box 98873, Las Vegas, NV 89193-8873. Please include your name, address, home phone number and Account number.

**Telephone Calls, Text Messages and Emails Regarding Your Account:** You are providing express written permission and consent authorizing Credit One Bank and our agents, servicers, contractors, subsidiaries, affiliates, officers, and other partners and employees to contact you at any phone number (including mobile, cellular/wireless, or similar devices) or email address you provide at any time, for any lawful purpose. The ways in which we may contact you include live operator, dialing system, automatic telephone dialing systems (auto-dialer), prerecorded and artificial voice message, text/SMS message or email. Phone numbers and email addresses you provide include those you give to us, those from which you, or someone acting on your behalf, contact us or which we obtain through other means. If you provide a phone number for which you are not the owner, you confirm you are authorized to provide that number. Such lawful purposes include, but are not limited to: obtaining information; activation of the card for verification and identification purposes; account transactions or servicing related matters; suspected fraud or identity theft; collection on the Account; and providing information about special products and services. You agree to pay any fee(s) or charge(s) that you may incur for incoming communications from us or outgoing communications to us, to or from any such number or email address, without reimbursement from us.

**Communication Revocation:** You may revoke your authorization for most communications. However, you cannot revoke authorization for fraud related communications or legally required communications. To change your communication preferences or to revoke consent you must write us. Please:

- include your name, mailing address, and the last four digits of your Account number;
- specify whether you are changing your preferences regarding mail, telephone calls, emails, and/or text or SMS messages;
- provide the specific phone number(s) and/or email address for which you are requesting communications to cease;
- send this written notice to: Credit One Bank, P.O. Box 98873, Las Vegas, NV 89193-8873.

Certain communication preferences can be changed on-line. Please log in to your Account to see if that option is available.

**Telephone Monitoring:** You agree that we (and our servicers, agents and contractors) may monitor and record any calls between you and us.

**Updating Your Phone Number:** Notify us immediately if you change mobile or cell phone numbers or plan to give your phone to someone else. It is your responsibility to provide us with a true, accurate and complete mobile number and to maintain and update promptly any changes in this information. You can update your mobile number by calling us at the phone number on the back of your Card.

**Indemnification:** If you provide telephone number(s) for which you are not the subscriber, or fail to notify us when you cease to be the subscriber for a telephone number you previously gave us, you agree to indemnify us, our subsidiaries, affiliates, officers, agents, servicers, contractors, and other partners and employees for any costs and expenses, including reasonable attorneys' fees, incurred as a result of us contacting or attempting to contact you at the number(s). Your obligation under this paragraph shall survive termination of the Agreement.

## *Account Closure*

**Default:** You are in default under this Agreement if (1) bankruptcy or another insolvency proceeding is filed by or against you; (2) we reasonably believe you are unable or unwilling to repay us; (3) you die or are legally incompetent or incapacitated; (4) you fail to comply with the terms of this Agreement, including failing to make a required payment when due, exceeding your credit limit or using your Card or Account for an illegal transaction; (5) you give us misleading, false, incomplete or incorrect information or fail to give us any information we deem necessary; or (6) if you no longer permanently reside in the United States or its territories. If you are in default, we may declare the entire Account balance immediately due and payable without advance 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.

**Closing Your Account:** You may close your Account at any time. You will remain responsible for any amount you owe us under this Agreement. Any joint Cardholder may cancel a joint Account. However, both of you will remain responsible for paying all amounts owed. If your Account is subject to an Annual Fee, the fee will continue to be charged until you pay your outstanding balance in full.

We may cancel, suspend or not renew your Card, Account, or access to the credit line at any time and for any reason without notice. If your Account is closed by us, the Annual Fee will continue to be charged until you pay your outstanding balance in full.

However, when your Account is closed, if there is: (1) a debit balance of $1 or less, that balance will be rounded to zero and you will not be required to pay this amount; or (2) a credit balance of $1 or less, that balance will be rounded to zero and this amount will not be refunded to you. The rounding to zero may occur after your closing statement cycles, and you may not receive a statement reflecting the rounding.

## *Arbitration Agreement*

**PLEASE READ CAREFULLY—IMPORTANT—AFFECTS YOUR LEGAL RIGHTS**

This agreement to arbitrate provides that you or we can require controversies or disputes between us to be resolved by BINDING ARBITRATION. You have the right to REJECT this agreement to arbitrate by using the procedure explained below.

If you do not reject this agreement to arbitrate, you GIVE UP YOUR RIGHT TO GO TO COURT and controversies or disputes between us will be resolved by a NEUTRAL ARBITRATOR INSTEAD OF A JUDGE OR JURY, using rules that are simpler and more limited than in a court. Arbitrator decisions are subject to VERY LIMITED REVIEW BY A COURT. Arbitration will proceed INDIVIDUALLY— CLASS ACTIONS AND SIMILAR PROCEDURES WILL NOT BE AVAILABLE TO YOU.

**Agreement to Arbitrate:** You and we agree that either you or we may, without the other's consent, require that controversies or disputes between you and us (all of which are called "Claims"), be submitted to mandatory, binding arbitration. This agreement to arbitrate is made pursuant to a transaction involving interstate commerce, and shall be governed by, and enforceable under, the Federal Arbitration Act (the "FAA"), 9 U.S.C. §1 et seq., and (to the extent State law is applicable), the laws of the State of Nevada.

For purposes of this agreement to arbitrate, "you" includes you, any co-applicant, any Authorized User (including Additional Cardholders), or anyone else connected with you or claiming through you; and "we" or "us" includes Credit One Bank, N.A., all of its parents, subsidiaries, affiliates, successors, predecessors, employees, and related persons or entities, and all third parties who are regarded as agents or representatives of us in connection with the subject matter of the claim or dispute at issue.

**Covered Claims:** Claims subject to arbitration include, but are not limited to, any controversies or disputes arising from or relating in any way to your Account; any transactions involving your Account; any disclosures made to you concerning your Account; any interest, charges, or fees assessed on your Account; any service(s) or programs related to your Account; and, if permitted by the rules of the arbitration forum, any collection of debt related to your Account. Claims also include controversies or disputes arising from or relating in any way to advertising, solicitations, or any application for, approval of, or establishment of your Account. Claims subject to arbitration include any controversies or disputes based on any theory of law, whether contract, tort, statute, regulation, common law, or equity, or whether they seek legal or equitable remedies. All Claims are subject to arbitration whether they arose in the past, may currently exist, or may arise in the future. Arbitration will apply even if your Account is closed, you pay us in full any

outstanding debt you owe, or you file for bankruptcy. Also, controversies or disputes about the validity, enforceability, coverage, meaning, or scope of this agreement to arbitrate or any part thereof are subject to arbitration and are for the arbitrator to decide. Any questions about what Claims are subject to arbitration shall be resolved by interpreting this agreement to arbitrate in the broadest way the law will allow it to be enforced.

**Claims Not Covered:** Claims (whether brought initially or by counter or cross-claim) are not subject to arbitration if they are filed by you or us in a small claims court, so long as the case remains in such court and only individual claims for relief are advanced in the case.

**No Class Arbitration or Consolidation or Joinder of Parties:** Class actions and other similar procedures in which individuals seek to represent similarly situated individuals or seek relief on behalf of the general public, and consolidation or joinder of Claims (except for claimants on the same account), are NOT available under this agreement to arbitrate. Claims in arbitration will proceed on an INDIVIDUAL basis only:

> UNLESS YOU REJECT THIS AGREEMENT TO ARBITRATE, YOU AND WE WAIVE THE RIGHT TO ASSERT OR PARTICIPATE IN A CLASS ACTION OR ANY REPRESENTATIVE OR CONSOLIDATED PROCEEDING IN COURT OR IN ARBITRATION.

The arbitrator shall have no authority to entertain any Claim as a class action or private attorney general action or on any other similar representative basis, nor shall the arbitrator have any authority to consolidate or join Claims brought by separate claimants (except for claimants on the same account). This also means that the arbitrator 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.†

†**Notice to California Account Holders:** This agreement to arbitrate shall not be construed to prevent you from seeking in the arbitration the remedy of public injunctive relief if (a) you reside in California, (b) you resided in California at the time you entered into this agreement to arbitrate, or (iii) the billing address for your Account is a California address (hereafter, "California Account Holder").

**Initiation of Arbitration:** The arbitration shall be administered by the American Arbitration Association ("AAA") before a single arbitrator under the AAA's Consumer Arbitration Rules, or by a mutually agreeable administrator, before a single arbitrator, as modified by this arbitration provision. Information about the arbitration process for AAA can be obtained from the AAA at www.adr.org. The arbitrator shall be selected from the AAA (or mutually agreeable administrator) panel of neutrals then active on the roster maintained by the AAA (or mutually agreeable administrator) office located in the city of or nearest to your billing address and, unless otherwise mutually agreed, the arbitrator shall be a retired federal judge, a retired state appellate judge, a retired state trial judge, or a lawyer with at least 15 years of experience in that order of preference.

In the event that the AAA or mutually agreeable administrator is unable or unwilling 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).

**Arbitration Procedures and Applicable Law; Offer of Settlement:** Unlike a lawsuit in state or federal court, arbitration is conducted by a private organization that specializes in alternative dispute resolution. Disputes in arbitration are decided by a neutral arbitrator instead of a judge or jury. You may represent yourself in arbitration, or you may be represented by a lawyer.

Under this agreement to arbitrate, a single arbitrator designated by the arbitration administrator will decide the Claim under applicable law. The arbitrator is bound by the terms of this agreement to arbitrate. The AAA or mutually agreeable administrator will apply its code of procedures in effect at the time the arbitration claim is filed. If there is a conflict between that code of procedures and this arbitration provision and/or any sections of this Card Agreement, this arbitration provision and/or this Card Agreement will control. The arbitrator will honor all claims of privilege recognized by law. Subject to the prohibition on class, representative, and consolidation procedures set forth above, the arbitrator will have the power to award to a party any damages or other relief (including relief in equity) provided for under applicable law. That is, a party will be entitled to recover in arbitration any damages or other relief that it could recover if it prevailed in a court proceeding. An arbitrator's award shall consist of a written statement setting forth the disposition of each Claim. At the request of any party, the arbitrator shall also set forth a written explanation of the essential findings and conclusions on which the award is based. An arbitration award shall decide the rights and obligations only of the parties named in the arbitration, and shall not have any bearing on another person or dispute.

If your Claim is for $10,000 or less, you may choose whether the arbitration will be conducted solely on the basis of documents, in a telephonic hearing, or in an in-person hearing.

Any in-person hearing will take place in the federal judicial district that includes your billing address at the time the Claim is filed, unless the parties agree to a different place.

**The Arbitrator's Decision:** The arbitrator's decision will be final and binding on the parties. A party can file a written appeal to the arbitration administrator within thirty (30) days after an award is issued. The appeal will proceed before a panel of three neutral arbitrators designated by the same arbitration administrator. The panel will decide anew all factual and legal issues, following the same rules of procedure, by majority vote any

aspect of the original decision objected to. The costs of such an appeal will be borne in accordance with the below paragraph entitled "Fees and Costs". Any review by a court shall be governed by the Federal Arbitration Act. Any final arbitration award will be binding on the named parties and enforceable by any court having jurisdiction.

**Fees and Costs:** We will pay any costs that are required to be paid by us under the arbitration administrator's rules of procedure. If you file the arbitration, you will pay your share of the initial filing fee, unless you seek and qualify for a fee waiver under the applicable rules of the arbitration administrator. The party filing an appeal shall be responsible for all filing fees and costs of the appeal unless prohibited by administrator's rules of procedure. All parties are responsible for their own attorney's fees, expert fees and any other expenses, unless the arbitrator awards such fees or expenses to you or us if allowed by applicable law.

**Other Parties Subject to this Agreement to Arbitrate:** In addition to you and us, the rights and duties described in this agreement to arbitrate apply to: any third party co-defendant of a claim subject to this arbitration provision; all joint account holders, Additional Cardholders, and Authorized Users of your Account(s).

**How to REJECT this Agreement to Arbitrate:** You can reject this agreement to arbitrate but only if we receive from you a written notice of rejection within 45 days after it was first provided to you. To reject this agreement to arbitrate you must send the notice of rejection to: Credit One Bank, Attention: Arbitration Opt Out, P. O. Box 98873, Las Vegas, NV 89193-8873. Rejection notices sent to any other address will not be accepted or effective. If you decide to reject this agreement to arbitrate in writing, your notice must state that you reject this agreement to arbitrate and include your name, address, account number, and personal signature. Rejection of arbitration will not affect your other rights or responsibilities under this Card Agreement.

**Survival, Severability, and Amendment of Terms:**
*Survival.* This agreement to arbitrate shall survive changes in the Agreement and termination of the Account or the relationship between you and us, including the bankruptcy of any party and any transfer or sale of your Account, or amounts owed on your Account, to another person or entity.
*Severability.* If any part or parts of your agreement to arbitrate are declared unenforceable, then such specific part or parts shall be of no force or effect and shall be severed, but the remainder of this agreement to arbitrate shall continue in full force and effect. If, however, the entire agreement to arbitrate or your waiver of the right to bring or participate in a class or representative action or in consolidation procedures is unenforceable, then the agreement to arbitrate shall be of no force or effect. Notwithstanding the preceding sentence, with respect to California Account Holders, if arbitration is unenforceable, in whole or in part, you and we agree to resolve any Claim by a judicial reference proceeding as described above.
*Amendment in Writing Only.* This agreement to arbitrate may not be amended, severed, or waived, except as expressly provided in the Agreement or in a written agreement between you and us.

## *Other Information*

**Transactions in Foreign Currencies:** If you make a transaction at a merchant that settles in a currency other than U.S. dollars, Mastercard International Incorporated or Visa Incorporated will convert that charge into a U.S. Dollar amount. That conversion will be done at a rate selected by Mastercard or Visa from the range of rates available in wholesale currency markets for the applicable central processing date, which rate may vary from the rate Mastercard or Visa itself receives, or the government-mandated rate in effect for the applicable central processing date. The currency conversion rate used on the processing date may differ from the rate that would have been used on the purchase date or on the date the transaction is posted to your Account. You agree to pay the converted amount, including any charges for the conversion that may be imposed as described above.

**Changes to Your Agreement:** The rates, fees and terms of this Agreement may change and we may add or delete any term to this Agreement, consistent with applicable law. We will give you advance written notice of these changes and a right to reject the change, if required by law.

**Unauthorized Use:** Notify us immediately if your Card is lost or stolen or you suspect that someone is using your Card or Account without your permission.

**Assignment:** We may assign any or all of our rights and obligations under this Agreement. You may not assign any of your rights or obligations under this Agreement.

**No Waiver:** We will not lose our rights under this Agreement because we delay or do not enforce them.

**Governing Law:** This Agreement is governed by and interpreted in accordance with the laws applicable to national banks, and, where no such laws apply, by the laws of the State of Nevada, excluding the conflicts of law provisions thereof, regardless of your state of residence.

**Conformance with Law; Severability:** If any part of this Agreement conflicts with applicable law, that provision will be considered modified to conform to applicable law. If any part of this Agreement is invalid, the rest shall remain in effect, except as otherwise noted in the Arbitration Provision.

## ***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 the Billing Inquiries address on the statement.

In your letter, give us the following information:

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

You must contact us:

- Within 60 days after the error appeared on your statement.
- At least 3 business days before an automated payment is scheduled, if you want to stop payment on the amount you think is wrong.

You must notify us of any potential errors in writing. You may call us, but if you do we are not required to investigate any potential errors and you may have to pay the amount in question.

**What Will Happen After We Receive Your Letter**

When we receive your letter, we must do two things:

1. Within 30 days of receiving your letter, we must tell you that we received your letter. We will also tell you if we have already corrected the error.
2. Within 90 days of receiving your letter, we must either correct the error or explain to you why we believe the bill is correct.

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

- We cannot try to collect the amount in question, or report you as delinquent on that amount.
- The charge in question may remain on your statement, and we may continue to charge you interest on that amount.
- While you do not have to pay the amount in question, you are responsible for the remainder of your balance.
- We can apply any unpaid amount against your credit limit.

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

*If we made a mistake:* You will not have to pay the amount in question or any interest or other fees related to that amount.

*If we do not believe there was a mistake:* You will have to pay the amount in question, along with applicable interest and fees. We will send you a statement of the amount you owe and the date payment is due. We may then report you as delinquent if you do not pay the amount we think you owe.

If you receive our explanation but still believe your bill is wrong, you must write to us within 10 days telling us that you still refuse to pay. If you do so, we cannot report you as delinquent without also reporting that you are questioning your bill. We must tell you the name of anyone to whom we reported you as delinquent, and we must let those organizations know when the matter has been settled between us.

If we do not follow all of the rules above, you do not have to pay the first $50.00 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 $50.00. (Note: Neither of these are necessary if your purchase was based on an advertisement we mailed to you, or if we own or operate the company that sold you the goods or services.)
2. You must have used your credit card for the purchase. Purchases made with cash advances from an ATM or with a check that accesses your credit card account do not qualify.
3. You must not yet have fully paid for the purchase.

If all of the criteria above are met and you are still dissatisfied with the purchase, contact us in writing at the Billing Inquiries address shown on your statement.

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

## ***Rewards Program Supplement***

This document ("Supplement") describes the terms and conditions of the Credit One Bank Cash Back Rewards Program ("Program") and supplements the Card Agreement that governs your credit card account issued by Credit One Bank, N.A. (the "Account"). By using the Account, you agree to participate in the Program. Your participation is subject to the terms of the Card Agreement, including the arbitration agreement, if applicable, and this Supplement. In the event of a conflict between the Card Agreement and this Supplement, with respect to matters relating to the Program, this Supplement controls.

**Earning Cash Back Rewards**: You earn cash back rewards in the form of an automatic statement credit equal to 1% of Net Eligible Purchases (as defined below) made with your Account. You do not earn cash back rewards on Cash Advances, Balance Transfers, interest, fees, and other charges. We will post a statement credit to your Account within thirty-seven days after the end of the month based on the Net Eligible Purchases posted to your Account from the first day to the last day of the current month. If your Account is in default, as defined in your Card Agreement, at the time the credit is to be posted, you WILL NOT receive the credit. Cash back rewards have no cash value.

**Merchant Categories**: Merchants who accept credit cards are assigned a merchant code, which is determined by the merchant or its processor in accordance with the applicable credit card network's procedures based on the kinds of products and services they primarily sell. We have no control over merchant codes. Please note:

- We make every effort to include all relevant merchant codes in our cash back rewards categories. However, even though a merchant or some of the items that it sells may appear to fit within a cash back rewards category, the merchant may not have a merchant code in that category or may not use an eligible merchant code. When this occurs, Purchases with that merchant won't qualify for cash back rewards.
- A merchant with more than one location may submit Purchases using different codes, including codes that are not eligible under this Program. This means that Purchases from the same merchant at a different location may result in no cash back rewards. Purchases made without an eligible code WILL NOT qualify for cash back rewards.
- Purchases submitted by you, an authorized user, or the merchant through third-party payment accounts, mobile or wireless card readers, online or mobile digital wallets, or similar technology will not qualify in a cash back rewards category if the technology is not set up to process the purchase in that cash back rewards category.

**Eligible Purchases**: Eligible Purchases are Purchases from merchants in the following categories:

- gasoline (Service Stations, Automated Fuel Dispensers, Petroleum and Petroleum Products, Marinas and Marine Services),
- grocery (Grocery Stores and Supermarkets, Freezer and Meat Provisioners, Miscellaneous Food Stores – Convenience Stores and Specialty Markets. Grocery Purchases do not include Purchases at superstores, at stores that sell groceries and other products like drugstores; or at smaller stores like bakeries, candy, nut or confection stores),
- mobile phone service (Telecommunication Equipment and Telephone Sales, Telecommunication Services, including Local and Long-Distance Calls, Credit Card Calls, Calls Through Use of Magnetic-Stripe-Reading Telephones, and Fax Services), and
- internet, cable and satellite TV subscription services (Cable, Satellite and Other Pay Television/Radio/Streaming Services, Computer Network/Information Services).

**Purchases That Are Not Eligible:** Purchases from the following types of merchants are not eligible for cash back rewards:

- oil, propane, home heating companies,
- PayPal,
- warehouse clubs (including but not limited to Sam's Club, Costco, and BJ's), and
- discount supercenters (including but not limited to Walmart® and Target®).

**Net Eligible Purchases**: Net Eligible Purchases are Eligible Purchases minus any returns, disputed charges, unauthorized charges, illegal or fraudulent charges or other credits for such Purchases.

**Program Restrictions**: You will receive an automatic cash back rewards credit on each statement that has at least one Net Eligible Purchase. Automatic statement credits for cash back rewards will reduce the balance on your Account but will not count as payments. You will still be required to pay at least the Minimum Payment Due as shown on your billing statement each month. You WILL NOT earn cash back rewards for Purchases made while your Account is in default as defined within your Card Agreement. This Program excludes Accounts already enrolled in a different Credit One Bank cash back or other rewards program.

**Changes:** The Program may be changed (added to, modified or deleted) by us at any time, including without limitation changes to the definition of eligible or non-eligible purchases. We will give you prior notice to the extent required by law. Any revisions may affect your ability to earn cash back rewards.

**Termination**: We may suspend or terminate the Program or your participation in the Program at any time without prior notice. In such event, we will evaluate your Account for any eligible cash back rewards as of the Program termination date. Provided that you meet all of the other Program Restrictions listed above at that time, you will receive a distribution of the cash back rewards earned during the current billing period in the form of a statement credit.

**Limited Liability**: Unless otherwise required by law, this Program, or our Card Agreement with you, we will not be liable to you or anyone making a claim on your behalf, in connection with: (1) any change or termination of the Program; (2) any loss, damage, expense or inconvenience caused by any occurrence outside of our control; (3) any taxes that you incur as a result of receiving cash back rewards, payment of which taxes will be your responsibility; (4) any merchandise or services you purchase, or for any direct, indirect or consequential damages with respect to the use of your Account. In any event, any liability that Credit One may have to you in connection with the Program shall be limited to the amount of any cash back rewards you have earned in this Program. The Program and cash back rewards are void or limited where prohibited or restricted, respectively, by federal, state or local law.

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# *CARD AGREEMENT*

## ***Pricing Summary***

| Interest Rates and Interest Charges | |
|---|---|
| **ANNUAL PERCENTAGE RATE (APR) for Purchases** | **23.99%** |
| **ANNUAL PERCENTAGE RATE (APR) for Balance Transfers** | **23.99%** |
| **ANNUAL PERCENTAGE RATE (APR) for Cash Advances** | **23.99%** |
| **Paying Interest** | Your due date is at least 24 days after the close of each billing cycle. We will not charge you any interest on Purchases if you pay your entire balance by the due date each month. We will begin charging interest on Cash Advances and Balance Transfers from the posting date. |
| **Minimum Interest Charge** | None |
| **For Credit Card Tips from the Consumer Financial Protection Bureau** | **To learn more about factors to consider when applying for or using a credit card, visit the website of the Consumer Financial Protection Bureau at http:// www.consumerfinance.gov/learnmore.** |
| **Fees** | |
| **Annual Fee** | **$75** for the first year. After that **$75** annually ($6.25 per month). |
| **Transaction Fees**<br>• Balance Transfer<br>• Cash Advance<br>• Foreign Transaction | <br>Either **$7** or **4%** of the amount of each Balance Transfer, whichever is greater.<br>Either **$10** or **5%** of the amount of each Cash Advance, whichever is greater.<br>Either **$1** or **3%** of the amount of each purchase in U.S. dollars, whichever is greater. |
| **Penalty Fees**<br>• Late Payment<br>• Returned Payment | <br>Up to **$39***<br>Up to **$39**** |

**How We Will Calculate Your Balance:** We use a method called "average daily balance (including new Purchases)." See your Card Agreement for more details.

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

***Late Payment Fee:** We will charge the maximum safe harbor amount, which is set annually in accordance with 12 C.F.R 1026.52(b)(1)(ii)(D). Currently the fee is $29, unless you incurred a Late Payment Fee during the prior six billing cycles. If you did, the fee is currently $39. This fee will not exceed

the related Minimum Payment that was due. We charge a Late Payment Fee to your Account if at least the Amount Due This Period (less any Late Payment Fee for the current billing cycle) plus any Past Due Amount is not received by 5:00 p.m. PT on the Payment Due Date shown on your statement.

****Returned Payment Fee:** We will charge the maximum safe harbor amount, which is set annually in accordance with 12 C.F.R 1026.52(b)(1)(ii)(D). If a payment is not honored upon first presentment, even if the payment is later honored, a Returned Payment Fee will be charged to your Account. Currently, the fee is $29, unless you incurred a Returned Payment Fee in the prior six billing cycles. If you did, the fee is currently $39. This fee will not exceed the related Minimum Payment that was due.

**Additional Rate Information:** The Purchase, Balance Transfer and Cash Advance APR corresponds to a monthly periodic rate of 1.99917%.

**Minimum Payments:** 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 the sum of:

- 5% of your outstanding balance, rounded up to the next whole dollar, or $30, whichever is greater;
- any Late Payment Fee for the current billing cycle;
- and any Past Due Amount (excluding any past due Late Payment Fees).

## ***Military Lending Act Protections***

**Covered Borrower:** A Covered Borrower is a consumer who is entitled to the Limitations on Terms of Consumer Credit Extended to Service Members and Dependents pursuant to a determination made in accordance with 32 C.F.R. 232.5(b).

**Compliance with the Military Lending Act:** This Agreement shall be interpreted to comply with the Military Lending Act, including its restrictions on permissible loan terms and limitations on interest and fees. As a Covered Borrower: (a) the arbitration provision shall not apply to you, (b) the Duplicate Statement Fee, the Sales Slip Request Fee, and the Replacement Card Fee shall not apply to you, and (c) any other provision of this Agreement that is inconsistent with the Military Lending Act shall not apply to you.

## ***The Agreement***

This Agreement, together with the Pricing Summary, is your contract with us.

**Accepting this Agreement:** You accept this Agreement when you use the Account. You may still reject this Agreement if you have not yet used the Card, used the Account, or paid a fee after receiving a billing statement. To reject the Agreement, call us at 866-515-5721 or write us at Bank Card Center, P.O. Box 95516, Las Vegas, NV 89193-5516. If you reject the Agreement, you are not responsible for any fees or charges.

**Arbitration:** This Agreement includes an Arbitration Provision with class action and jury trial waivers. You can reject the Arbitration Provision. See "How to REJECT this agreement to arbitrate" in the Arbitration section. If you do not, it will be part of this Agreement.

**Promise to Pay:** You agree to pay us for all amounts due on your Account, including credit for Purchases, Balance Transfers, and Cash Advances, as well as interest charges and fees. This includes charges made by Additional Cardholders and other Authorized Users.

## ***Definitions***

**Account** means the Credit One Bank card account under this Agreement.

**Authorized User** means any person you allow to use your Account or Card, including Additional Cardholders. If the Authorized User has been issued a Card and you want to terminate the Authorized User, you must notify us by telephone or in writing.

**Balance Transfer** means a transaction we designate that allows you to use your Account to pay another creditor or yourself. Balance Transfers cannot be used to pay us or our affiliates. A Balance Transfer will be subject to the terms of the Balance Transfer offer and this Agreement.

**Card** refers to one or more cards or access devices, including your Account number, that we give you or someone else with your authorization to get credit under this Agreement.

**Cardholder** refers to each person with a card issued in their name.

**Cash Advance** means the use of your Account to obtain funds at a financial institution or the use of a Convenience Check.

**Convenience Check** means a check we issue to you to take a Cash Advance. You may not use these checks to pay us or our affiliates.

**Purchase** means the use of the Account to obtain goods or services.

**Prime Rate** means the highest U.S. Prime Rate in the Money Rates section of The Wall Street Journal on the 25th day of the month, or the next day if that day is not a publication day. If The Wall Street Journal does not publish the U.S. Prime Rate, we may substitute another index.

**we**, **us**, **our**, and **Credit One Bank** refer to Credit One Bank, N.A., the issuer of your Card.

**you**, and **your** refer to each person who has applied for the Account and where appropriate, the Authorized User.

## ***Features and Use of Your Account***

**Using Your Card:** You may make Purchases wherever the Card is accepted. You may use the Account to obtain Cash Advances, but you may not make more than two Cash Advance transactions per day which may not exceed the lower of your available credit for cash or $200. You may use the Account only for personal, family, or household purposes, and if your Account is used for any other purpose you are still responsible for such use. You may not use the Account for business or commercial purposes. The Account may not be used for online or internet gambling or illegal purposes.

**Your Credit Limit:** We will tell you your credit limit. Keep your Account balance below your credit limit. If you do not, you must still pay us. We may designate part of your credit limit as a Cash Advance limit and part as a Balance Transfer limit. We may change your credit limit(s) at any time, without notice. You may use a portion of your credit limit for Cash Advances and Balance Transfers. Each Purchase, Cash Advance, and Balance Transfer obtained will reduce the amount of available credit under your credit limit until it is repaid. We may delay increasing your available credit by the amount of any payment that we receive for up to 12 calendar days.

**Credit Limit Increase:** To request a credit limit increase contact the Customer Service number on your statement. We may impose a fee for processing the request.

**Credit Authorizations:** We may decline to authorize a transaction for any reason. We will not be liable to you if we decline a transaction or if anyone refuses any use of your Card.

**Automatic Billing:** You may set up automatic billing with a merchant. You authorize us to provide an updated Account number or Card expiration date to any merchant at our discretion. Contact the merchant to stop automatic billing.

**Joint Accounts:** If this is a joint account, each of you is responsible individually and together for all amounts owed. Each of you is responsible even if the Account is used by only one of you. You will continue to be liable for the entire balance of the Account, even if your co-applicant is ordered by a court to pay us. You will remain liable to us if your co-applicant fails to pay as ordered by the court. Your Account status will continue to be reported to the credit reporting agencies under each of your names. The delivery of notices or billing statements to either of you serves as delivery to each of you. We may rely on instructions given by either of you. We are not liable to either of you for relying upon such instructions.

**Electronic Access:** Applications (apps) on electronic devices (such as mobile wallets) can store your Card and can be used to get credit under this Agreement. Such transactions are covered by this Agreement. Apps may have separate terms of use. We are not responsible if you violate those terms or for any consequences from violating those terms.

**Additional Cardholder:** At your request, we may, at our discretion, issue, in the name of another person, an additional Card on your Account. That person is an Additional Cardholder, as well as an Authorized User. An Additional Cardholder has access to certain Account information including balance, available credit and payment information. If you advise us that the Additional Cardholder is your spouse, information regarding the Account will be provided to consumer reporting agencies in your name as well as in the name of the Additional Cardholder. By requesting that we add an Additional Cardholder to your Account, you represent that you (1) have the consent of the Additional Cardholder to be added to the Account, (2) have provided a copy of this Agreement to the Additional Cardholder, and (3) if the Additional Cardholder is your spouse, you have told the Additional Cardholder that Credit One Bank will furnish credit information about them to the credit reporting agencies in connection with the Account. The Additional Cardholder may report the Card lost or stolen and may remove him or herself from the Account.

## ***Interest Rates and Interest Changes***

**Annual Percentage Rates (APRs):** See the Pricing Summary for your APRs. The APR for Balance Transfers will be the same as the APR for standard Purchases, unless a promotional rate applies.

**Variable Rates:** Your Pricing Summary indicates whether you have any variable APRs. Variable APRs are determined by adding to the Prime Rate the number of percentage points ("margin") specified in the Pricing Summary. Variable APRs will increase or decrease when the Prime Rate changes. The APR change will take effect beginning with billing cycles that end on or after the first day of the month after the month in which the Prime Rate changes. An increase in the APR will increase your interest charges and may increase your Minimum Payment Due.

**Average Daily Balance Method (including new transactions):** We calculate interest each billing cycle by first figuring the "average daily balance" for each type of balance. Standard Purchases, standard Cash Advances, standard Balance Transfers, and each promotional offer, are all types of balances.

For each type of balance, for each billing cycle, we start with the balance on the last day of your previous billing cycle. We subtract any unpaid interest. This is the beginning balance each day. Each day of the billing cycle we subtract any new payments and credits applied to that type of balance. We add any new transactions and fees for that type of balance. We add Purchases, Cash Advances, and Balance Transfers on the post date. We add transaction fees on promotional rate and non-promotional rate Balance Transfers to the same type of balance as the transaction. We add all other fees to the standard Purchase balance. This gives us the daily balance for that type of balance, except that if the daily balance is negative, we treat it as zero. We then add up all of the daily balances and divide by the number of days in the billing cycle. This gives us the "average daily balance" for that type of balance. We multiply the average daily balance by the applicable monthly periodic rate (the APR divided by 12). This gives us the interest charged for that type of balance for that billing cycle. This interest is included in the Account balance on the last day of the billing cycle. The results for all types of balances are then added together to determine the total interest charged that billing cycle.

**When Interest Begins:** We begin to impose interest on a transaction or fee from the day we add it to the daily balance. We continue to impose interest 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 billing statement by the Payment Due Date shown on that billing statement, we will not impose interest on new Purchases paid by the Payment Due Date on your current billing statement. The Payment Due Date will be at least 24 days after the close of the billing cycle. If you have been paying your Account balance in full and thereby avoiding interest on Purchases, but then do not pay the next New Statement Balance in full by the Payment Due Date, in that billing cycle we will start charging interest on the unpaid portion of your balance.

## ***Fees***

See the Pricing Summary for additional Fee information.

**Annual Fee:** If your Account is subject to an Annual Fee, the amount and when it is billed is shown on the Pricing Summary. The Annual Fee is billed to the Account until the Account is closed and the outstanding balance is paid in full. The Annual Fee is refundable as long as you cancel your Account and have not used your card for any Purchases, Cash Advances, or Balance Transfers and you have not made a payment.

**Credit Limit Increase Fee:** If a fee is imposed for processing a Credit Limit increase request, we will tell you the amount of the fee at the time of your request and before you agree to it.

**Foreign Transaction Fee:** We add this fee, unless "None" is stated in the Pricing Summary table, for each purchase made outside the U.S. (A purchase is made outside the U.S. unless it is made with a U.S. merchant, processed completely in the U.S., and in U.S. dollars.) The fee is a percentage of the U.S. dollar amount of the purchase.

**Optional Express Payment Service Fee:** If a representative of ours helps expedite your payment, we may impose an Express Payment fee. You will be informed of the amount of the fee before you complete the transaction.

**Duplicate Statement Fee:** If you request a duplicate copy of a monthly statement, for any purpose other than to assert a billing error, you will be charged a fee of $0 for each statement copy requested.

**Sales Slip Request Fee:** If you request a copy of a sales slip, for any purpose other than to resolve a dispute about the charges on your Account, you will be charged a fee of $0 for each sales slip copy requested.

**Replacement Card Fee:** If you request a replacement card, a Replacement Card Fee of $0 may be charged to your Account.

## ***Payments***

**Minimum Payment Due:** See the Pricing Summary for the minimum payment requirements.

**Small Balances:** As it is uneconomical for both you and us to process payments or maintain credits that are $1 or less in amount, you agree as follows: (1) In any billing cycle in which you have had no transactions and your New Balance on the billing date is $1 or less, the balance will be rounded to zero and you will not receive a bill for this amount. (2) In the event that you have a credit balance of $1 or less for two consecutive billing cycles, the balance will be rounded to zero and you will not receive a refund of this amount.

**Payment Instructions:** You must pay us in U.S. dollars, in funds on deposit in the U.S. 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.

**Irregular Payments:** Any payment submitted in offer of settlement of a disputed debt, including any item containing a notation such as "paid in full," and any other item with a restrictive endorsement, must be sent to: Credit One Bank, P.O. Box 95516, Las Vegas, NV 89193-5516. We can accept late payments, partial payments, and checks or other items with restrictive endorsements at any other address without losing any of our rights under this Agreement.

**Postdated Checks:** You agree that we need not examine any payment check to confirm that it is not postdated and that we may deposit any postdated check on the day we receive it.

**Payment Allocation:** We apply payments up to the Minimum Payment Due and credits at our discretion, which may result in balances at lower APRs being paid first and higher interest charges. Payments over the Minimum Payment Due will be applied to balances with higher APRs first.

## ***Collecting, Sharing, and Updating Information***

**Customer Privacy:** We send you our Privacy Policy when you open your Account and thereafter in accordance with applicable law. 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. You accept the terms of our Privacy Policy when you use the Account. Contact us or visit CreditOne.com if you would like a copy.

**Information About You:** You authorize us to obtain and/or use information about you from third parties and credit reporting agencies to: (1) verify your identity and/or conduct investigative inquiries; (2) determine your income and credit eligibility; (3) review your Account and provide renewal of credit; (4) verify your current credit standing in order to present future credit limit increases or decreases; (5) qualify you for and present additional lines of credit or other offers; and (6) collect amounts owing on your Account. Upon request, we will tell you the name and address of any credit reporting agency that provided us with information concerning you.

**Furnishing Information:** We may furnish information concerning your Account or credit file to consumer reporting agencies and others who may properly receive that information. If you believe that information we furnished is inaccurate or incomplete, please write us at Credit One Bank, P. O. Box 98873, Las Vegas, NV 89193-8873. Please include your name, address, home phone number and Account number.

**Telephone Calls, Text Messages and Emails Regarding Your Account:** You are providing express written permission and consent authorizing Credit One Bank and our agents, servicers, contractors, subsidiaries, affiliates, officers, and other partners and employees to contact you at any phone number (including mobile, cellular/wireless, or similar devices) or email address you provide at any time, for any lawful purpose. The ways in which we may contact you include live operator, dialing system, automatic telephone dialing systems (auto-dialer), prerecorded and artificial voice message, text/SMS message or email. Phone numbers and email addresses you provide include those you give to us, those from which you, or someone acting on your behalf, contact us or which we obtain through other means. If you provide a phone number for which you are not the owner, you confirm you are authorized to provide that number. Such lawful purposes include, but are not limited to: obtaining information; activation of the card for verification and identification purposes; account transactions or servicing related matters; suspected fraud or identity theft; collection on the Account; and providing information about special products and services. You agree to pay any fee(s) or charge(s) that you may incur for incoming communications from us or outgoing communications to us, to or from any such number or email address, without reimbursement from us.

**Communication Revocation:** You may revoke your authorization for most communications. However, you cannot revoke authorization for fraud related communications or legally required communications. To change your communication preferences or to revoke consent you must write us. Please:

- include your name, mailing address, and the last four digits of your Account number;
- specify whether you are changing your preferences regarding mail, telephone calls, emails, and/or text or SMS messages;

- provide the specific phone number(s) and/or email address for which you are requesting communications to cease;
- send this written notice to: Credit One Bank, P.O. Box 98873, Las Vegas, NV 89193-8873.

Certain communication preferences can be changed on-line. Please log in to your Account to see if that option is available.

**Telephone Monitoring:** You agree that we (and our servicers, agents and contractors) may monitor and record any calls between you and us.

**Updating Your Phone Number:** Notify us immediately if you change mobile or cell phone numbers or plan to give your phone to someone else. It is your responsibility to provide us with a true, accurate and complete mobile number and to maintain and update promptly any changes in this information. You can update your mobile number by calling us at the phone number on the back of your Card.

**Indemnification:** If you provide telephone number(s) for which you are not the subscriber, or fail to notify us when you cease to be the subscriber for a telephone number you previously gave us, you agree to indemnify us, our subsidiaries, affiliates, officers, agents, servicers, contractors, and other partners and employees for any costs and expenses, including reasonable attorneys' fees, incurred as a result of us contacting or attempting to contact you at the number(s). Your obligation under this paragraph shall survive termination of the Agreement.

## ***Account Closure***

**Default:** You are in default under this Agreement if (1) bankruptcy or another insolvency proceeding is filed by or against you; (2) we reasonably believe you are unable or unwilling to repay us; (3) you die or are legally incompetent or incapacitated; (4) you fail to comply with the terms of this Agreement, including failing to make a required payment when due, exceeding your credit limit or using your Card or Account for an illegal transaction; (5) you give us misleading, false, incomplete or incorrect information or fail to give us any information we deem necessary; or (6) if you no longer permanently reside in the United States or its territories. If you are in default, we may declare the entire Account balance immediately due and payable without advance 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.

**Closing Your Account:** You may close your Account at any time. You will remain responsible for any amount you owe us under this Agreement. Any joint Cardholder may cancel a joint Account. However, both of you will remain responsible for paying all amounts owed. If your Account is subject to an Annual Fee, the fee will continue to be charged until you pay your outstanding balance in full.

We may cancel, suspend or not renew your Card, Account, or access to the credit line at any time and for any reason without notice. If your Account is closed by us, the Annual Fee will continue to be charged until you pay your outstanding balance in full.

However, when your Account is closed, if there is: (1) a debit balance of $1 or less, that balance will be rounded to zero and you will not be required to pay this amount; or (2) a credit balance of $1 or less, that balance will be rounded to zero and this amount will not be refunded to you. The rounding to zero may occur after your closing statement cycles, and you may not receive a statement reflecting the rounding.

## ***Arbitration Agreement***

**PLEASE READ CAREFULLY—IMPORTANT—AFFECTS YOUR LEGAL RIGHTS**

This agreement to arbitrate provides that you or we can require controversies or disputes between us to be resolved by BINDING ARBITRATION. You have the right to REJECT this agreement to arbitrate by using the procedure explained below.

If you do not reject this agreement to arbitrate, you GIVE UP YOUR RIGHT TO GO TO COURT and controversies or disputes between us will be resolved by a NEUTRAL ARBITRATOR INSTEAD OF A JUDGE OR JURY, using rules that are simpler and more limited than in a court. Arbitrator decisions are subject to VERY LIMITED REVIEW BY A COURT. Arbitration will proceed INDIVIDUALLY— CLASS ACTIONS AND SIMILAR PROCEDURES WILL NOT BE AVAILABLE TO YOU.

**Agreement to Arbitrate:** You and we agree that either you or we may, without the other's consent, require that controversies or disputes between you and us (all of which are called "Claims"), be submitted to mandatory, binding arbitration. This agreement to arbitrate is made pursuant to a transaction involving interstate commerce, and shall be governed by, and enforceable under, the Federal Arbitration Act (the "FAA"), 9 U.S.C. §1 et seq., and (to the extent State law is applicable), the laws of the State of Nevada.
For purposes of this agreement to arbitrate, "you" includes you, any co-applicant, any Authorized User (including Additional Cardholders), or anyone else connected with you or claiming through you; and "we" or "us" includes Credit One Bank, N.A., all of its parents, subsidiaries, affiliates, successors,

predecessors, employees, and related persons or entities, and all third parties who are regarded as agents or representatives of us in connection with the subject matter of the claim or dispute at issue.

**Covered Claims:** Claims subject to arbitration include, but are not limited to, any controversies or disputes arising from or relating in any way to your Account; any transactions involving your Account; any disclosures made to you concerning your Account; any interest, charges, or fees assessed on your Account; any service(s) or programs related to your Account; and, if permitted by the rules of the arbitration forum, any collection of debt related to your Account. Claims also include controversies or disputes arising from or relating in any way to advertising, solicitations, or any application for, approval of, or establishment of your Account. Claims subject to arbitration include any controversies or disputes based on any theory of law, whether contract, tort, statute, regulation, common law, or equity, or whether they seek legal or equitable remedies. All Claims are subject to arbitration whether they arose in the past, may currently exist, or may arise in the future. Arbitration will apply even if your Account is closed, you pay us in full any outstanding debt you owe, or you file for bankruptcy. Also, controversies or disputes about the validity, enforceability, coverage, meaning, or scope of this agreement to arbitrate or any part thereof are subject to arbitration and are for the arbitrator to decide. Any questions about what Claims are subject to arbitration shall be resolved by interpreting this agreement to arbitrate in the broadest way the law will allow it to be enforced.

**Claims Not Covered:** Claims (whether brought initially or by counter or cross-claim) are not subject to arbitration if they are filed by you or us in a small claims court, so long as the case remains in such court and only individual claims for relief are advanced in the case.

**No Class Arbitration or Consolidation or Joinder of Parties:** Class actions and other similar procedures in which individuals seek to represent similarly situated individuals or seek relief on behalf of the general public, and consolidation or joinder of Claims (except for claimants on the same account), are NOT available under this agreement to arbitrate. Claims in arbitration will proceed on an INDIVIDUAL basis only:

> UNLESS YOU REJECT THIS AGREEMENT TO ARBITRATE, YOU AND WE WAIVE THE RIGHT TO ASSERT OR PARTICIPATE IN A CLASS ACTION OR ANY REPRESENTATIVE OR CONSOLIDATED PROCEEDING IN COURT OR IN ARBITRATION.

The arbitrator shall have no authority to entertain any Claim as a class action or private attorney general action or on any other similar representative basis, nor shall the arbitrator have any authority to consolidate or join Claims brought by separate claimants (except for claimants on the same account). This also means that the arbitrator 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.†

†**Notice to California Account Holders:** This agreement to arbitrate shall not be construed to prevent you from seeking in the arbitration the remedy of public injunctive relief if (a) you reside in California, (b) you resided in California at the time you entered into this agreement to arbitrate, or (iii) the billing address for your Account is a California address (hereafter, "California Account Holder").

**Initiation of Arbitration:** The arbitration shall be administered by the American Arbitration Association ("AAA") before a single arbitrator under the AAA's Consumer Arbitration Rules, or by a mutually agreeable administrator, before a single arbitrator, as modified by this arbitration provision. Information about the arbitration process for AAA can be obtained from the AAA at www.adr.org. The arbitrator shall be selected from the AAA (or mutually agreeable administrator) panel of neutrals then active on the roster maintained by the AAA (or mutually agreeable administrator) office located in the city of or nearest to your billing address and, unless otherwise mutually agreed, the arbitrator shall be a retired federal judge, a retired state appellate judge, a retired state trial judge, or a lawyer with at least 15 years of experience in that order of preference.

In the event that the AAA or mutually agreeable administrator is unable or unwilling 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).

**Arbitration Procedures and Applicable Law; Offer of Settlement:** Unlike a lawsuit in state or federal court, arbitration is conducted by a private organization that specializes in alternative dispute resolution. Disputes in arbitration are decided by a neutral arbitrator instead of a judge or jury. You may represent yourself in arbitration, or you may be represented by a lawyer.

Under this agreement to arbitrate, a single arbitrator designated by the arbitration administrator will decide the Claim under applicable law. The arbitrator is bound by the terms of this agreement to arbitrate. The AAA or mutually agreeable administrator will apply its code of procedures in effect at the time the arbitration claim is filed. If there is a conflict between that code of procedures and this arbitration provision and/or any sections of this Card Agreement, this arbitration provision and/or this Card Agreement will control. The arbitrator will honor all claims of privilege recognized by law. Subject to the prohibition on class, representative, and consolidation procedures set forth above, the arbitrator will have the power to award to a party any damages or other relief (including relief in equity) provided for under applicable law. That is, a party will be entitled to recover in arbitration any damages or other relief that it could recover if it prevailed in a court proceeding. An arbitrator's award shall consist of a written statement setting forth the disposition of each Claim. At the request of any party, the arbitrator shall also set forth a written explanation of the essential findings and conclusions

on which the award is based. An arbitration award shall decide the rights and obligations only of the parties named in the arbitration, and shall not have any bearing on another person or dispute.

If your Claim is for $10,000 or less, you may choose whether the arbitration will be conducted solely on the basis of documents, in a telephonic hearing, or in an in-person hearing.

Any in-person hearing will take place in the federal judicial district that includes your billing address at the time the Claim is filed, unless the parties agree to a different place.

**The Arbitrator's Decision:** The arbitrator's decision will be final and binding on the parties. A party can file a written appeal to the arbitration administrator within thirty (30) days after an award is issued. The appeal will proceed before a panel of three neutral arbitrators designated by the same arbitration administrator. The panel will decide anew all factual and legal issues, following the same rules of procedure, by majority vote any aspect of the original decision objected to. The costs of such an appeal will be borne in accordance with the below paragraph entitled "Fees and Costs". Any review by a court shall be governed by the Federal Arbitration Act. Any final arbitration award will be binding on the named parties and enforceable by any court having jurisdiction.

**Fees and Costs:** We will pay any costs that are required to be paid by us under the arbitration administrator's rules of procedure. If you file the arbitration, you will pay your share of the initial filing fee, unless you seek and qualify for a fee waiver under the applicable rules of the arbitration administrator. The party filing an appeal shall be responsible for all filing fees and costs of the appeal unless prohibited by administrator's rules of procedure. All parties are responsible for their own attorney's fees, expert fees and any other expenses, unless the arbitrator awards such fees or expenses to you or us if allowed by applicable law.

**Other Parties Subject to this Agreement to Arbitrate:** In addition to you and us, the rights and duties described in this agreement to arbitrate apply to: any third party co-defendant of a claim subject to this arbitration provision; all joint account holders, Additional Cardholders, and Authorized Users of your Account(s).

**How to REJECT this Agreement to Arbitrate:** You can reject this agreement to arbitrate but only if we receive from you a written notice of rejection within 45 days after it was first provided to you. To reject this agreement to arbitrate you must send the notice of rejection to: Credit One Bank, Attention: Arbitration Opt Out, P. O. Box 98873, Las Vegas, NV 89193-8873. Rejection notices sent to any other address will not be accepted or effective. If you decide to reject this agreement to arbitrate in writing, your notice must state that you reject this agreement to arbitrate and include your name, address, account number, and personal signature. Rejection of arbitration will not affect your other rights or responsibilities under this Card Agreement.

**Survival, Severability, and Amendment of Terms:**
*Survival.* This agreement to arbitrate shall survive changes in the Agreement and termination of the Account or the relationship between you and us, including the bankruptcy of any party and any transfer or sale of your Account, or amounts owed on your Account, to another person or entity.
*Severability.* If any part or parts of your agreement to arbitrate are declared unenforceable, then such specific part or parts shall be of no force or effect and shall be severed, but the remainder of this agreement to arbitrate shall continue in full force and effect. If, however, the entire agreement to arbitrate or your waiver of the right to bring or participate in a class or representative action or in consolidation procedures is unenforceable, then the agreement to arbitrate shall be of no force or effect. Notwithstanding the preceding sentence, with respect to California Account Holders, if arbitration is unenforceable, in whole or in part, you and we agree to resolve any Claim by a judicial reference proceeding as described above.
*Amendment in Writing Only.* This agreement to arbitrate may not be amended, severed, or waived, except as expressly provided in the Agreement or in a written agreement between you and us.

## *Other Information*

**Transactions in Foreign Currencies:** If you make a transaction at a merchant that settles in a currency other than U.S. dollars, Mastercard International Incorporated or Visa Incorporated will convert that charge into a U.S. Dollar amount. That conversion will be done at a rate selected by Mastercard or Visa from the range of rates available in wholesale currency markets for the applicable central processing date, which rate may vary from the rate Mastercard or Visa itself receives, or the government-mandated rate in effect for the applicable central processing date. The currency conversion rate used on the processing date may differ from the rate that would have been used on the purchase date or on the date the transaction is posted to your Account. You agree to pay the converted amount, including any charges for the conversion that may be imposed as described above.

**Changes to Your Agreement:** The rates, fees and terms of this Agreement may change and we may add or delete any term to this Agreement, consistent with applicable law. We will give you advance written notice of these changes and a right to reject the change, if required by law.

**Unauthorized Use:** Notify us immediately if your Card is lost or stolen or you suspect that someone is using your Card or Account without your permission.

**Assignment:** We may assign any or all of our rights and obligations under this Agreement. You may not assign any of your rights or obligations under this Agreement.

**No Waiver:** We will not lose our rights under this Agreement because we delay or do not enforce them.

**Governing Law:** This Agreement is governed by and interpreted in accordance with the laws applicable to national banks, and, where no such laws apply, by the laws of the State of Nevada, excluding the conflicts of law provisions thereof, regardless of your state of residence.

**Conformance with Law; Severability:** If any part of this Agreement conflicts with applicable law, that provision will be considered modified to conform to applicable law. If any part of this Agreement is invalid, the rest shall remain in effect, except as otherwise noted in the Arbitration Provision.

## ***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 the Billing Inquiries address on the statement.

In your letter, give us the following information:

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

You must contact us:

- Within 60 days after the error appeared on your statement.
- At least 3 business days before an automated payment is scheduled, if you want to stop payment on the amount you think is wrong.

You must notify us of any potential errors in writing. You may call us, but if you do we are not required to investigate any potential errors and you may have to pay the amount in question.

**What Will Happen After We Receive Your Letter**

When we receive your letter, we must do two things:

1. Within 30 days of receiving your letter, we must tell you that we received your letter. We will also tell you if we have already corrected the error.
2. Within 90 days of receiving your letter, we must either correct the error or explain to you why we believe the bill is correct.

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

- We cannot try to collect the amount in question, or report you as delinquent on that amount.
- The charge in question may remain on your statement, and we may continue to charge you interest on that amount.
- While you do not have to pay the amount in question, you are responsible for the remainder of your balance.
- We can apply any unpaid amount against your credit limit.

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

*If we made a mistake:* You will not have to pay the amount in question or any interest or other fees related to that amount.

*If we do not believe there was a mistake:* You will have to pay the amount in question, along with applicable interest and fees. We will send you a statement of the amount you owe and the date payment is due. We may then report you as delinquent if you do not pay the amount we think you owe.

If you receive our explanation but still believe your bill is wrong, you must write to us within 10 days telling us that you still refuse to pay. If you do so, we cannot report you as delinquent without also reporting that you are questioning your bill. We must tell you the name of anyone to whom we reported you as delinquent, and we must let those organizations know when the matter has been settled between us.

If we do not follow all of the rules above, you do not have to pay the first $50.00 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 $50.00. (Note: Neither of these are necessary if your purchase was based on an advertisement we mailed to you, or if we own or operate the company that sold you the goods or services.)
2. You must have used your credit card for the purchase. Purchases made with cash advances from an ATM or with a check that accesses your credit card account do not qualify.
3. You must not yet have fully paid for the purchase.

If all of the criteria above are met and you are still dissatisfied with the purchase, contact us in writing at the Billing Inquiries address shown on your statement.

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

## ***Rewards Program Supplement***

This document ("Supplement") describes the terms and conditions of the Credit One Bank Cash Back Rewards Program ("Program") and supplements the Card Agreement that governs your credit card account issued by Credit One Bank, N.A. (the "Account"). By using the Account, you agree to participate in the Program. Your participation is subject to the terms of the Card Agreement, including the arbitration agreement, if applicable, and this Supplement. In the event of a conflict between the Card Agreement and this Supplement, with respect to matters relating to the Program, this Supplement controls.

**Earning Cash Back Rewards**: You earn cash back rewards in the form of an automatic statement credit equal to 1% of Net Eligible Purchases (as defined below) made with your Account. You do not earn cash back rewards on Cash Advances, Balance Transfers, interest, fees, and other charges. We will post a statement credit to your Account within thirty-seven days after the end of the month based on the Net Eligible Purchases posted to your Account from the first day to the last day of the current month. If your Account is in default, as defined in your Card Agreement, at the time the credit is to be posted, you WILL NOT receive the credit. Cash back rewards have no cash value.

**Merchant Categories**: Merchants who accept credit cards are assigned a merchant code, which is determined by the merchant or its processor in accordance with the applicable credit card network's procedures based on the kinds of products and services they primarily sell. We have no control over merchant codes. Please note:

- We make every effort to include all relevant merchant codes in our cash back rewards categories. However, even though a merchant or some of the items that it sells may appear to fit within a cash back rewards category, the merchant may not have a merchant code in that category or may not use an eligible merchant code. When this occurs, Purchases with that merchant won't qualify for cash back rewards.
- A merchant with more than one location may submit Purchases using different codes, including codes that are not eligible under this Program. This means that Purchases from the same merchant at a different location may result in no cash back rewards. Purchases made without an eligible code WILL NOT qualify for cash back rewards.
- Purchases submitted by you, an authorized user, or the merchant through third-party payment accounts, mobile or wireless card readers, online or mobile digital wallets, or similar technology will not qualify in a cash back rewards category if the technology is not set up to process the purchase in that cash back rewards category.

**Eligible Purchases**: Eligible Purchases are Purchases from merchants in the following categories:

- gasoline (Service Stations, Automated Fuel Dispensers, Petroleum and Petroleum Products, Marinas and Marine Services),
- grocery (Grocery Stores and Supermarkets, Freezer and Meat Provisioners, Miscellaneous Food Stores – Convenience Stores and Specialty Markets. Grocery Purchases do not include Purchases at superstores, at stores that sell groceries and other products like drugstores; or at smaller stores like bakeries, candy, nut or confection stores),
- mobile phone service (Telecommunication Equipment and Telephone Sales, Telecommunication Services, including Local and Long-Distance Calls, Credit Card Calls, Calls Through Use of Magnetic-Stripe-Reading Telephones, and Fax Services), and
- internet, cable and satellite TV subscription services (Cable, Satellite and Other Pay Television/Radio/Streaming Services, Computer Network/Information Services).

**Purchases That Are Not Eligible:** Purchases from the following types of merchants are not eligible for cash back rewards:

- oil, propane, home heating companies,
- PayPal,
- warehouse clubs (including but not limited to Sam's Club, Costco, and BJ's), and
- discount supercenters (including but not limited to Walmart® and Target®).

**Net Eligible Purchases**: Net Eligible Purchases are Eligible Purchases minus any returns, disputed charges, unauthorized charges, illegal or fraudulent charges or other credits for such Purchases.

**Program Restrictions**: You will receive an automatic cash back rewards credit on each statement that has at least one Net Eligible Purchase. Automatic statement credits for cash back rewards will reduce the balance on your Account but will not count as payments. You will still be required to pay at least the Minimum Payment Due as shown on your billing statement each month. You WILL NOT earn cash back rewards for Purchases made while your Account is in default as defined within your Card Agreement. This Program excludes Accounts already enrolled in a different Credit One Bank cash back or other rewards program.

**Changes:** The Program may be changed (added to, modified or deleted) by us at any time, including without limitation changes to the definition of eligible or non-eligible purchases. We will give you prior notice to the extent required by law. Any revisions may affect your ability to earn cash back rewards.

**Termination**: We may suspend or terminate the Program or your participation in the Program at any time without prior notice. In such event, we will evaluate your Account for any eligible cash back rewards as of the Program termination date. Provided that you meet all of the other Program Restrictions listed above at that time, you will receive a distribution of the cash back rewards earned during the current billing period in the form of a statement credit.

**Limited Liability**: Unless otherwise required by law, this Program, or our Card Agreement with you, we will not be liable to you or anyone making a claim on your behalf, in connection with: (1) any change or termination of the Program; (2) any loss, damage, expense or inconvenience caused by any occurrence outside of our control; (3) any taxes that you incur as a result of receiving cash back rewards, payment of which taxes will be your responsibility; (4) any merchandise or services you purchase, or for any direct, indirect or consequential damages with respect to the use of your Account. In any event, any liability that Credit One may have to you in connection with the Program shall be limited to the amount of any cash back rewards you have earned in this Program. The Program and cash back rewards are void or limited where prohibited or restricted, respectively, by federal, state or local law.

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