

SYNCHRONY BANK
SECTION I: RATES AND FEES TABLE
AMAZON SECURED CARD AND AMAZON PRIME SECURED CARD ACCOUNT AGREEMENT
PRICING INFORMATION

Interest Rates and Interest Charges	
Annual Percentage Rate (APR) for Purchases - Secured Card features	10.00%
APR for Purchases - Store Card features	The APR for purchases is the prime rate plus 22.74%. This APR will vary with the market based on the Prime Rate.*
Paying Interest	Your due date is at least 23 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.
Minimum Interest Charge	If you are charged interest, the charge will be no less than \$1.50.

Fees	
Penalty Fees	
• Late Payment - Secured Card features	Up to \$5.
• Late Payment - Store Card features	Up to \$38.

How We Will Calculate Your Balance: We use a method called “daily balance.” See your credit card account agreement below for more details.

*Although this APR will vary, it will not exceed 29.99%.

HOW THE TWO SETS OF FEATURES WORK

- This credit card account has two sets of credit features: The Secured Card features and the Store Card features. The two sets of credit features have different Purchase APRs and Late Payment Fees and may have different rewards available. Please see the Table above and Section II of this Agreement for more information on rates and fees and visit www.amazon.com/securedcard for details about the rewards applicable to each set of credit features.
- Upon approval, you will only be able to access the Secured Card features of the account. The Secured Card features require a security deposit which will be equal to the credit limit on your account. If you do not complete the security deposit, the account will not be opened. Please see Section V of this Agreement for more information on the security deposit account.
- After you have been an accountholder for 12 months, we will consider whether you are eligible to opt in to access the Store Card features of the account based on specific eligibility criteria and your credit profile. If you are eligible, we will notify you and you may, but are not required to, affirmatively choose to access the Store Card features. The Store Card features do not require a security deposit, but have a higher Purchase APR and Late Payment Fee and may have different rewards. If you opt in to access the Store Card features, your access to the Secured Card features will be permanently disabled.
- If you are eligible to opt in to access the Store Card features, we will provide you with important information to help you decide whether to change your credit features. This information will include, but is not limited to the following:
 - ⌘ A statement that the Store Card features will have the same terms as previously disclosed;
 - ⌘ The same terms for the Secured Card features and Store Card features of the account that were initially provided at account approval, unless the terms have been revised pursuant to a change in terms notice;
 - ⌘ A copy of your cardholder agreement;
 - ⌘ A statement that you may, but are not required to, choose to opt in to access the Store Card features of the account;
 - ⌘ A statement that if you opt in to access the Store Card features, your access to the Secured Card features will be permanently disabled;
 - ⌘ A reminder of the higher Purchase APR and Late Fees that will apply once the Store Card features are activated and any different benefits, as applicable;
 - ⌘ A reminder that choosing to access the Store Card features means that your security deposit will be returned, minus the amount needed to pay off the existing Secured Card features balances and payments due as shown below;
 - ⌘ How the effective date will be set for switching credit features and that the terms of the Store Card features will apply on or after the effective date;
 - ⌘ How you may opt in (which will involve an electronic or written communication), and the deadline to do so;
 - ⌘ If you choose to retain access to the Secured Card features and do not opt in, that you may be considered periodically for future opportunities to opt in to access the Store Card features; and
 - ⌘ A method for you to ask questions about the opt in process.

- If you choose to opt in to access the Store Card features, your security deposit will be returned, minus the amount needed to pay off any:
 - a. existing non-promotional balance on the Secured Card features,
 - b. expiring (within 2 months) deferred interest promotional balances and required payment due on an Equal Monthly Payments balance, and
 - c. remaining minimum payment due on the account if not covered by a. and b.
- If you choose to opt in to access the Store Card features, we will also provide you with a replacement card and card number to access the Store Card features.
- Unless indicated otherwise, the terms of this account agreement apply to both the Secured Card features and the Store Card features.

SECTION II: RATES, FEES AND PAYMENT INFORMATION
AMAZON SECURED CARD AND AMAZON PRIME SECURED CARD ACCOUNT AGREEMENT

How Interest Is Calculated	
Your Interest Rate	<p>We use a daily rate to calculate the interest on the balance on your account each day. The daily rate for purchases is the APR times 1/365. Interest will be imposed in amounts or at rates not in excess of those permitted by applicable law.</p> <p>For Secured Card features:</p> <p>The daily rate for purchases is .02740% (APR 10.00%).</p> <p>For Store Card features:</p> <p>The AAPR for purchases is the prime rate plus 22.74%. As of June 1, 2023, the daily rate for purchases was .08217% (APR 29.99%). The daily rate for purchases for your account will not exceed .08217% (29.99%).</p> <p>Daily Rates on Store Card features May Vary. The APR and the daily rate on the Store Card features vary with the market based on the prime rate. The prime rate for a billing cycle is the highest bank prime loan rate published in <i>The Wall Street Journal</i> in its Money Rates section on the last business day of the calendar month preceding the first day of the billing cycle.</p> <p>If the prime rate increases, the daily rate and APR on the Store Card features will increase, but the APR will not exceed 29.99%. As a result, interest, your total minimum payment and the number of payments it would take you to pay off your account balance may increase. We apply any change in rates because of a prime rate change to your Store Card features balance. A change in the prime rate will take effect on the first day of the first billing cycle after the change. We may select a new interest rate index if the prime rate is not available.</p>
When We Charge Interest	<p>We charge interest on your purchases from the date you make the purchase until you pay the purchase in full. See exceptions below.</p> <ul style="list-style-type: none"> • We will not charge you interest during a billing cycle on any purchases if: <ol style="list-style-type: none"> 1. You had no balance at the start of the billing cycle; OR 2. You had a balance at the start of the billing cycle and you paid that balance in full by the due date in that billing cycle. • We will credit, as of the start of the billing cycle, any payment you make by the due date that we allocate to purchases if: <ol style="list-style-type: none"> 1. You had no balance at the start of the previous billing cycle; OR 2. You had a balance at the start of the previous billing cycle and you paid that balance in full by the due date in the previous billing cycle.
How We Calculate Interest	<p>We figure the interest charge on your account separately for balance types and credit features. We do this by applying the daily rate to the daily balance for each day in the billing cycle. A separate daily balance is calculated for the following balance types and credit features, as applicable: purchases and balances subject to different interest rates, plans or special promotions. See below for how this works.</p> <ol style="list-style-type: none"> 1. How to get the daily balance: We take the starting balance each day, add any new charges and fees, and subtract any payments or credits. This gives us the daily balance. We apply fees to balance types as follows: <ol style="list-style-type: none"> a. late payment fees are treated as new purchases; and b. debt cancellation fees are added proportionately to each balance. 2. How to get the daily interest amount: We multiply each daily balance by the daily rate that applies. 3. How to get the starting balance for the next day: We add the daily interest amount in step 2 to the daily balance from step 1. 4. How to get the interest charge for the billing cycle: We add all the daily interest amounts that were charged during the billing cycle. <p>We charge a minimum of \$1.50 of interest in any billing cycle in which you owe interest. This charge is added proportionately to each balance type.</p> <p>If you elect to opt in to the Store Card features as described in Section III, the effective date of your election will be communicated to you. We will use the applicable interest rate for the Store Card features for all purchases that are made on or fulfilled after this date.</p>

How Fees Work

Late Payment Fee

We will charge this fee if we do not receive the total minimum payment due on your account by 5 p.m. (ET) on the due date. The late payment fee will not be more than the total minimum payment that was due.

When Secured Card features are activated:

This fee is equal to \$5.

When Store Card features are activated:

This fee is equal to:

1. \$27, if you have paid your total minimum payment due on your account by the due date in each of the prior six billing cycles.

OR

2. \$38, if you have failed to pay your total minimum payment due on your account by the due date in any one or more of the prior six billing cycles.

Minimum Payment Calculation

Your total minimum payment is calculated as follows.

The greater of:

1. \$27 or \$38 (which includes any past due amounts) if you have failed to pay the total minimum payment due on your account by the due date in any one or more of the prior six billing cycles.

OR

2. The sum of:

- a. The following amounts, rounded up to the next highest whole dollar:

- i. Any past due amounts; PLUS
- ii. 1% of your new balance (excluding any balance in connection with an Equal Monthly Payments Offer) shown on your billing statement; PLUS
- iii. Any late payment fees charged in the current billing cycle; PLUS
- iv. All interest charged in the current billing cycle; PLUS

- b. Any payment due in connection with an Equal Monthly Payments Offer.

Your total minimum payment will never be more than your new balance. Payments required in connection with an Equal Monthly Payments Offer will not be increased to, but may be included in, the \$27 or \$38 minimum amount otherwise due.

Special Promotional Financing Offer Information

At times, we may offer you special financing promotions for certain transactions ("special promotions"). The terms of this Agreement apply to any special promotions. However, any special promotional terms that are different than the terms in this Agreement will be explained on promotional advertising or other disclosures provided to you. Below is a description of certain special promotions that may be offered:

Equal Monthly Payments Offer: When you make a qualifying purchase under an Equal Monthly Payments Offer, no interest will be charged on your promotional purchase and equal monthly payments are required equal to the total promotional purchase amount divided equally by the number of months in the promotional period until the promotional purchase is paid in full. The equal monthly payment will be rounded to the whole cent and may be higher or lower than the minimum payment that would be required if the purchase was a non-promotional purchase. For example, if you make a \$1,000 purchase that qualifies for a 24-month Equal Monthly Payments Offer, your required equal monthly payments will be \$41.67. Alternatively, if you make a \$400 purchase that qualifies for a 24-month Equal Monthly Payments Offer, your required equal monthly payments will be only \$16.67, and will not be increased to the \$27 or \$38 minimum monthly payment that would be otherwise due. Please see any special promotional advertising or other disclosures provided to you for the full terms of any special promotion offered.

Deferred Interest Financing Promotion

<ul style="list-style-type: none"> • No Interest if Paid in Full Within 6 Months 	<p>For each promotion, if the promotional balance is not paid in full within the promotional period, interest will be imposed from the date of purchase at the Purchase APR that applies to your account when the promotional purchase is made.</p>
<ul style="list-style-type: none"> • No Interest if Paid in Full Within 12 Months 	<p>At the later of either the time your account was opened or you received these terms:</p>
<ul style="list-style-type: none"> • No Interest if Paid in Full Within 24 Months 	<ul style="list-style-type: none"> • If you made the purchase at a time when you had access to the Secured Card features, the Purchase APR is 10.00%. • If you made the purchase at a time when you had access to the Store Card features, the variable Purchase APR is 29.99%. Your Purchase APR will vary with the market based on the Prime rate.

When you make a qualifying purchase under one of these promotions, no interest will be assessed on the purchase if you pay the following (the "promotional balance") in full within the applicable promotional period: (1) the promotional purchase amount, and (2) any related optional credit insurance/debt cancellation charges. If you do not, interest will be assessed on the promotional balance from the date of the purchase. Minimum monthly payments are required. Regular account terms apply to non-promotional purchases and, after promotion ends, to promotional purchases. Offers are subject to credit approval. These promotional offers may not be available at all times for all purchases. Please see any special promotional advertising or other disclosures provided to you for the full terms of any special promotion offered.

SECTION III: STANDARD PROVISIONS

AMAZON SECURED CARD AND AMAZON PRIME SECURED CARD ACCOUNT AGREEMENT

ABOUT THE CREDIT CARD ACCOUNT AGREEMENT

This Agreement. This is an Agreement between you and Synchrony Bank, 170 Election Road, Suite 125, Draper, UT 84020, for your credit card account shown above. By opening or using your account, you agree to the terms of the entire Agreement. The entire Agreement includes the five sections of this document and the application you submitted to us in connection with the account. These documents replace any other agreement relating to your account that you or we made earlier or at the same time.

Amazon Prime. This Agreement applies to Amazon Secured Card and Amazon Prime Secured Card Accounts. The Amazon Prime Secured Card is only available to accountholders with an eligible Amazon Prime membership. Please see amazon.com/prime for more details about Amazon Prime membership.

Parties To This Agreement. This Agreement applies to each accountholder approved on the account and each of you is responsible for paying the full amount due, no matter which one uses the account. We may treat each of you as one accountholder and may refer to each of you as “you” or “your.” Synchrony Bank may be referred to as “we,” “us” or “our.”

Changes To This Agreement. We may change, add or delete terms of this Agreement, including interest rates, fees and charges.

Special Promotions. The terms of this Agreement apply to any special promotions. However, any special promotional terms that are different than the terms in this Agreement will be explained on promotional advertising or other disclosures provided to you.

HOW TO USE YOUR ACCOUNT/CARD

Use Of Your Account. You may use your account only for lawful personal, family or household purposes. You may use your account for purchases at Amazon.com, Amazon Books and other Amazon owned or affiliated locations that accept the card and for purchases from other merchants who have enabled the Amazon Secured Card or Amazon Prime Secured Card as a payment option using Pay with Amazon.

You Promise To Pay. You promise to pay us for all amounts owed to us under this Agreement.

Your Responsibility. Each accountholder will receive a card. You may not allow anyone else to use your account. If you do, or if you ask us to send a card to someone else, you will be responsible for paying for all charges resulting from their transactions.

Purchase Limits. To prevent fraud, we may limit the number or dollar amount of purchases you can make in any particular amount of time. We also may decline any particular charge on your account for any reason.

Credit Limit. You will be assigned a credit limit on your account that we may increase or decrease from time to time. If we approve a purchase that makes you go over your credit limit, we do not give up any rights under this Agreement and we do not treat it as an increase in your credit limit.

Election to Change Credit Features. After you have been an accountholder for 12 months, we will consider whether you are eligible to opt in to access the Store Card features of the account based on specific eligibility criteria and your credit profile. If you are eligible, we will notify you and you may, but are not required to, affirmatively choose to access the Store Card features. If you choose to access the Store Card features, your access to the Secured Card features will be permanently disabled. If you choose to retain access to the Secured Card features (i.e., decline to opt in), you may be considered periodically for future opportunities to opt in to access the Store Card features. See the “How the Two Features Work” section at the beginning of this Agreement for a description of the information that will be provided to you to help you make a decision.

HOW AND WHEN TO MAKE PAYMENTS

When Payments Are Due. You must pay at least the total minimum payment due on your account by 5 p.m. (ET) on the due date of each billing cycle. Payments received after 5 p.m. (ET) will be credited as of the next day. You may at any time pay, in whole or in part, the total unpaid balance without any additional charge for prepayment. If you have a balance subject to interest, earlier payment may reduce the amount of interest you will pay. We may delay making credit available on your account in the amount of your payment even though we will credit your payment when we receive it.

Payment Options. You can pay by mail or online. We may allow you to make payments over the phone but we may charge you a fee to make expedited phone payments. Your payment must be made in U.S. dollars by physical or electronic check, money order or a similar instrument from a bank located in the United States.

How To Make A Payment. You must follow the instructions for making payments provided on your billing statement. If you do not, credit of your payment may be delayed up to five days. Your billing statement also explains how information on your check is used.

Payment Allocation. We will apply the required total minimum payment to balances on your account using any method we choose. Any payment you make in excess of the required total minimum payment will be applied to higher APR balances before lower APR balances. Applicable law may require or permit us to apply excess payments in a different manner in certain situations, such as when your account has a certain type of special promotion.

INFORMATION ABOUT YOU

Using And Sharing Your Information. When you applied for an account, you gave us and Amazon.com information about yourself that we could share with each other. Amazon.com will use the information in connection with the credit program and for things like creating and updating its records and offering you special benefits. More information about how we use and share information is set forth in the privacy policy for your account.

Address/Phone Change. You represent that any phone number that you provide to us belongs to you and/or that you are authorized to provide that number. You also agree to tell us right away if you change your address or any phone number.

Consent To Communications. You consent to us, as well as any other owner or servicer of your account, contacting you through any channel of communication and for any purpose and at any time, as permitted by applicable law. For informational, servicing, fraud, or collection related communications, you agree that we may use the phone numbers that you provide to us to contact your cellular phone or wireless device with text messages, artificial or prerecorded voice calls, and calls made by an automatic telephone dialing system. Text frequency may vary and may be recurring. This consent applies even if you are charged for the call under your plan. You are responsible for any charges that may be billed to you by your communications carrier when we contact you. Message and data rates may vary. We and any carrier are not liable for delayed or undelivered messages. If you have questions, please call the number on the back of your card.

Telephone Monitoring. For quality control, you allow us to listen to and/or record telephone calls between you and us.

IMPORTANT INFORMATION ABOUT YOUR ACCOUNT

Closing Your Account. You may close your account at any time by sending a letter to the address shown on your billing statement or calling customer service. We may close your account at any time, for any reason. If your account is closed, you must stop using it. You must still pay the full amount you owe and this Agreement will remain in effect until you do. For information about what will happen to your security deposit account funds if your account is closed, please see Section V of this Agreement.

Collection Costs. If we ask an attorney who is not our salaried employee to collect your account, we may charge you our collection costs. These include court costs and reasonable attorneys' fees.

Credit Bureau Reporting. We may report information about your account to credit bureaus. Late payments, missed payments, or other defaults on your account may be shown in your credit report. Tell us if you think we reported wrong information about you to a credit bureau. Write to us at P.O. Box 71737, Philadelphia, PA 19176-1737. Tell us what information is wrong and why you think it is wrong. If you have a copy of the credit report that includes the wrong information, send us a copy.

Default. You are in default if you make a late payment, do not follow any other term of this Agreement or become bankrupt or insolvent. If you default or upon your death, we may (a) request payment of the full amount due right away, (b) take legal action to collect the amounts owed, and/or (c) take any other action allowed.

Disputed Amounts. The billing rights summary that follows Section V of this Agreement describes what to do if you think there is a mistake on your bill. If you send us correspondence about a disputed amount or payment, you must send it to the address for billing inquiries. We do not give up any rights under this Agreement if we accept a payment marked "payment in full" or given with any other conditions or limitations.

Unauthorized Use. If your card is lost, stolen or used without your consent, call us immediately at 1-855-597-4891. You will not be liable for unauthorized use on your account, but you will be responsible for all use by anyone you give your card to or allow to use your account.

IMPORTANT INFORMATION ABOUT THIS AGREEMENT

Assignment. We may sell, assign or transfer any or all of our rights or duties under this Agreement or your account, including our rights to payments. We do not have to give you prior notice of such action. You may not sell, assign or transfer any of your rights or duties under this Agreement or your account.

Enforceability. If any part of this Agreement is found to be void or unenforceable, all other parts of this Agreement will still apply.

Governing Law. Except as provided in the Resolving a Dispute with Arbitration section, this Agreement and your account are governed by federal law and, to the extent state law applies, the laws of Utah without regard to its conflicts of law principles. This Agreement has been accepted by us in Utah.

Waiver. We may give up some of our rights under this Agreement. If we give up any of our rights in one situation, we do not give up the same right in another situation.

RESOLVING A DISPUTE WITH ARBITRATION

PLEASE READ THIS SECTION CAREFULLY. IF YOU DO NOT REJECT IT, THIS SECTION WILL APPLY TO YOUR ACCOUNT, AND MOST DISPUTES BETWEEN YOU AND US WILL BE SUBJECT TO INDIVIDUAL ARBITRATION. THIS MEANS THAT: (1) NEITHER A COURT NOR A JURY WILL RESOLVE ANY SUCH DISPUTE; (2) YOU WILL NOT BE ABLE TO PARTICIPATE IN A CLASS ACTION OR SIMILAR PROCEEDING; (3) LESS INFORMATION WILL BE AVAILABLE; AND (4) APPEAL RIGHTS WILL BE LIMITED.

- CLAIMS AND PARTIES.** If either you or we make a demand for arbitration, you and we must arbitrate any dispute or claim between you (including any other user of your account), and us (including our parents, affiliates, agents, employees, officers, and assignees) that directly or indirectly arises from or relates to your account, your account Agreement or our relationship, except as noted below. In addition, any assignee, agent, or service provider of ours that collects amounts due on your account are intended beneficiaries of this Arbitration section and may enforce it in full (notwithstanding any state law to the contrary).
- This Arbitration section broadly covers claims, including counterclaims, based upon contract, tort, consumer rights, fraud and other intentional torts, negligence, constitution, statute, regulation, ordinance, common law and equity and claims for money damages and injunctive or declaratory relief, even if they arose before this section took effect. You may not sell, assign or transfer a claim.
- Examples of claims subject to arbitration are disputes about an account transaction, fees, charges or interest, the events leading up to the Agreement (such as any disclosures, advertisements, promotions or oral or written statements, warranties or representations made by us), an application for or denial of credit, any product or service provided by us or third parties in connection with the Agreement, credit reporting, benefit programs related to your account including any reward program, the collection of amounts due by our assignees, service providers, or agents and the manner of collection.
- However, we will not require you to arbitrate any individual case in small claims court or your state's equivalent court, so long as it remains an individual case in that court. Also, even if all parties have opted to litigate a claim in court, you or we may elect arbitration with respect to any claim made by a new party or any claim later asserted by a party in any related or unrelated lawsuit, including modifying an individual claim to assert a class, representative or multi-party claim. Arbitration may be requested at any time, even where there is a pending lawsuit, unless a trial has begun, or a final judgment entered.
- Only a court will decide disputes about the validity, enforceability, coverage or scope of this Arbitration section or any part thereof. However, any dispute that concerns the validity or enforceability of the Agreement as a whole is for the arbitrator to decide.
- NO CLASS ACTIONS.** IF EITHER YOU OR WE ELECT TO ARBITRATE A CLAIM, NEITHER YOU NOR WE WILL HAVE THE RIGHT (A) TO PARTICIPATE IN A CLASS ACTION, PRIVATE ATTORNEY GENERAL ACTION OR OTHER REPRESENTATIVE ACTION IN COURT OR IN ARBITRATION, EITHER AS A CLASS REPRESENTATIVE OR CLASS MEMBER, OR (B) TO JOIN OR CONSOLIDATE CLAIMS WITH CLAIMS OF ANY OTHER PERSONS EXCEPT ACCOUNTHOLDERS ON YOUR ACCOUNT. THUS, YOU MAY NOT BRING CLAIMS AGAINST US ON BEHALF OF ANY ACCOUNTHOLDER WHO IS NOT AN ACCOUNTHOLDER ON YOUR ACCOUNT, AND YOU AGREE THAT ONLY ACCOUNTHOLDERS ON YOUR ACCOUNT MAY BE JOINED IN A SINGLE ARBITRATION WITH ANY CLAIM YOU HAVE.
- PROCEDURES.** The party who wants to arbitrate must notify the other party in writing. This notice can be given after the beginning of a lawsuit or in papers filed in the lawsuit. Otherwise, your notice must be sent to Synchrony Bank, Legal Operation, P.O. Box 29110, Shawnee Mission, KS 66201-5320, ATTN: ARBITRATION DEMAND. The party seeking arbitration must select either the American Arbitration Association (AAA), 120 Broadway, Floor 21, New York, NY 10271, www.adr.org, or JAMS, 620 Eighth Avenue, 34th Floor, New York, NY 10018, www.jamsadr.com, to administer the arbitration. If neither administrator can handle the dispute, a court with jurisdiction will appoint an arbitrator.

8. The arbitration administrator will appoint the arbitrator and will tell the parties what to do next. The arbitrator must be a lawyer with at least ten years of legal experience. The arbitrator must apply the same law, consistent with the Federal Arbitration Act (FAA), that would apply to an individual action in court, but may use different procedural rules. The arbitrator will apply the same statutes of limitation and privileges that a court would apply if the matter were pending in court.
9. The arbitrator may award any damages or other relief or remedies that would apply under applicable law to an individual action brought in court, including, without limitation, punitive damages (governed by the Constitutional standards employed by the courts) and injunctive, equitable and declaratory relief (but only in favor of the individual party seeking relief and only to the extent necessary to provide relief warranted by that party's individual claim). The parties will bear the fees and costs of their attorneys, witnesses and experts. However, the arbitrator will have the authority to award fees and costs of attorneys, witnesses and experts to the extent permitted by the Agreement, the administrator's rules or applicable law.
10. The arbitration will take place by phone or at a location reasonably convenient to you. If you ask, we will pay all the fees the administrator or arbitrator charges if you cannot obtain a waiver of fees from the administrator and are acting in good faith. We will pay arbitration costs required by the administrator's rules or that are necessary for this Arbitration section to be enforced. Notwithstanding the foregoing, you will be required to advance half of all administrative fees and arbitrator's fees (and to be responsible for payment of such fees to the extent not advanced) if you pursue arbitration as part of a group of similar arbitrations, or if you otherwise seek to participate in a mass arbitration proceeding. If an arbitration already in process is later determined to be part of a mass arbitration proceeding, we shall have the right to request that the arbitrator order you to reimburse us for fees already paid or advanced.
11. **GOVERNING LAW.** This Arbitration section is governed by the FAA. Utah law shall apply to the extent state law is relevant under the FAA, unless otherwise stated herein. The arbitrator's award will be final and binding, except for any appeal right under the FAA. Any court with jurisdiction may enter judgment upon the arbitrator's award. The arbitration award and any judgment confirming it will apply only to the specific case and cannot be used in any other case except to enforce the award.
12. **SURVIVAL.** This Arbitration section shall survive the repayment of all amounts owed, the termination, cancellation or suspension of the Agreement or your account or credit privileges, any legal proceeding, and any bankruptcy by you, to the extent consistent with applicable bankruptcy law. If this Arbitration section conflicts with the applicable arbitration rules or the other provisions of the Agreement, this Arbitration section shall govern.
13. **SEVERABILITY.** If any portion of this Arbitration section is held to be invalid or unenforceable, the remaining portions shall nevertheless remain in force with the following two exceptions. First, if a determination is made that the "No Class Actions" provision is unenforceable, and that determination is not reversed on appeal, then this Arbitration section shall be void in its entirety. Second, if a court determines that a public injunctive relief claim may proceed notwithstanding the "No Class Actions" provision, and that determination is not reversed on appeal, then the public injunctive relief claim will be decided by a court, and any individual claims will be arbitrated. The parties will ask the court to stay the public injunctive relief claim until the other claims have been finally concluded.
14. **HOW TO REJECT ARBITRATION.** You may reject this Arbitration section. If you do that, a court will resolve any dispute or claim. To reject this section, send us a notice within 45 days after you open your account or we first provided you with your right to reject this section. The notice must include your name, address, account number, and personal signature, and must be mailed to Synchrony Bank, P.O. Box 71734, Philadelphia, PA 19176-1734. This is the only way you can reject this section. Rejecting this Arbitration section will not affect any other provision of the Agreement. It will also not affect any prior arbitration agreement or dispute resolution provision between you and us, which will remain in full force and effect. If you don't reject this Arbitration section, it will be effective as of the date of the Agreement and will supersede any prior arbitration agreement between you and us that would otherwise be applicable.

SECTION IV: OTHER IMPORTANT INFORMATION

AMAZON SECURED CARD AND AMAZON PRIME SECURED CARD ACCOUNT AGREEMENT

This section of the agreement includes state notices and is not required to be provided as part of the credit card agreement posted online or provided to the CFPB.

SECTION V: SECURITY AGREEMENT

AMAZON SECURED CARD AND AMAZON PRIME SECURED CARD ACCOUNT AGREEMENT

Definitions.

- "account" means your Amazon Secured Card or Amazon Prime Secured Card Account.
- "Agreement" includes the five sections of this document and the application you submitted in connection with the account.
- "security deposit account" means your deposit account maintained as security for the account.

This Security Agreement. This is the Security Agreement for your account and is applicable only when you have access to the Secured Card features of your account. You must maintain a security deposit account as security for the Secured Card features of your account and shall grant us a security interest in this security deposit account.

Security Deposit Account. No interest will be paid on your security deposit account so your security deposit account will have an annual percentage yield of 0.00%. You must deposit an amount equal to the credit limit of your account in order for your security deposit account to be opened. If we increase the credit limit of your account, you must deposit an amount equal to the increase in the credit limit for your account before the new credit limit will go into effect. We will provide you with instructions and requirements for funding your security deposit account (such as the methods of payment, that will be accepted for deposit and the amount that you must deposit) if your application for an account is approved and you must follow those instructions and fulfill those requirements when funding your security deposit account. You can provide one deposit of funds into your security deposit account for the full amount of the credit limit or you may request to make a series of deposits up to the total credit limit on your account. If you request, and are approved for, a series of deposits, you must provide additional information each time you make a deposit. You cannot make any withdrawals from your security deposit account. You will not receive a periodic statement for your security deposit account. You acknowledge that subject to our possession of and security interest described below in your security deposit account, you retain beneficial ownership of your security deposit account for FDIC insurance purposes.

Grant of Security Interest. You hereby grant to Synchrony Bank a security interest in all of your right, title and interest in your security deposit account, the funds in your security deposit account, and any proceeds of your security deposit account to secure the prompt payment and performance of your obligations in this Agreement and understand and agree that your security deposit account will be under our exclusive control. You represent that there are no lawsuits, liens or bankruptcy proceedings that might affect our interest in your security deposit account or the funds deposited into your security deposit account, and that the funds are unencumbered, as of the date that you deposit funds into your security deposit account. You have not and will not attempt to transfer or offer any right, title or interest in your security deposit account or the funds to any person other than us.

Application of Security Deposit Account Funds. If you are in default under any provisions of this Agreement or if your account is closed for any reason, or upon your death, we may request payment of all or a portion of the full balance of your account and you authorize us at any time(s) to withdraw all or any portion of the funds in your security deposit account and apply them as a credit (not as a payment) to reduce any amounts due on your account without sending you notice or demand for payment. We may do this in addition to any other rights we have under the law or this Agreement. If there is any such application of funds, you will continue to be responsible for making all payments as required, including, without limitation, any amounts due that are not satisfied by the application of the funds in your security deposit account.

Return of Security Deposit Account Funds. If you are eligible and elect to access the Store Card features, or we otherwise determine that you qualify for return of any funds from your security deposit account, we will return these funds to you by any method we deem sufficient, including by first crediting the funds to amounts due on the Secured Card features of your account. If you elect to access the Store Card features or your account is closed by you or by us, we will return any excess funds in your security deposit account after repayment of the balance on the Secured Card features of the account. If you elect to access the Store Card Features, your security deposit funds will be returned to you, minus the following amount that will be applied to your Secured Card features: amount needed to pay off your (1) existing non-promotional balance on the Secured Card features, and (2) any expiring (within 2 months) deferred interest promotional balances and required payment due on an Equal Monthly Payments balance, and (3) any remaining minimum payment due on the account if not covered by 1 and 2. If your account is closed for any reason, we will return your security deposit funds minus any amounts needed to pay off any existing balances. We will provide your security deposit to you in an approved method that you will select. If we mail a check to you, we will mail it to your mailing address on file with us. If we send an ACH payment to your bank account, we will make the payment to the bank account with the information you have provided us. In the event of your death, we will not release funds held in your security deposit account unless all amounts due on your account have been repaid and all legal documents we require are delivered to us.

Legal Proceedings. If a levy, garnishment, attachment or other court order against you or your security deposit account is received by Synchrony Bank, we may deem your account immediately due and payable and apply the funds in your security deposit account to payment of any balance due on your account. We may also restrict your security deposit account until the legal action or obligation is satisfied or dismissed and/or, subject to our security interest, transfer funds from your security deposit account as we may be directed in the levy, garnishment, attachment or other court order. You will be responsible for any and all losses, costs, or expenses that we may incur as a result of any levy, garnishment, attachment or other court order involving you or your security deposit account. In addition to the events of default otherwise set forth in this Agreement, you will be in default if we are served or become involved with a levy, garnishment, attachment or other court order regarding you or your security deposit account.

Assignment. We may sell, assign, or transfer any or all of our rights or duties under your security deposit account, including our rights to payments, without prior notice to you. You may not sell, pledge, assign, or transfer any of your rights or duties under your security deposit account.

This section of the agreement includes billing rights summary and rewards terms (if applicable) and is not required to be provided as part of the credit card agreement posted online or provided to the CFPB.