

Important Disclosures About Your ViaBill Card

ViaBill Card is issued by First Electronic Bank, member FDIC

FEES	
Monthly Participation Fee¹	Up to \$71.88 annually (\$5.99 per month) with a \$300 credit limit Up to \$143.88 annually (\$11.99 per month) with a \$600 credit limit Up to \$215.88 annually (\$17.99 per month) with a \$900 credit limit Up to \$287.88 annually (\$23.99 per month) with a \$1,200 credit limit Up to \$359.88 annually (\$29.99 per month) with a \$1,500 credit limit
Set-Up Fee	Notice: This Set-Up fee may be refunded, removed, or applied as your Monthly Participation Fee for your first month if you make a purchase utilizing your account within one month from account opening. \$5.99 with a \$300 credit limit (one-time fee) \$11.99 with a \$600 credit limit (one-time fee) \$17.99 with a \$900 credit limit (one-time fee) \$23.99 with a \$1,200 credit limit (one-time fee) \$29.99 with a \$1,500 credit limit (one-time fee)
Penalty Fees <ul style="list-style-type: none">Late PaymentOver-the-Credit LimitReturned Payment	Up to \$29 for first late payment. Fee amount may vary depending on local laws and regulations. None 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 .

¹ The Monthly Participation Fee is charged if and only if there is an outstanding balance in the monthly billing cycle. You can find your initial Credit Limit (and thus determine your Monthly Participation Fee) on your My ViaBill Account at viabill.com

Billing Rights: See "Billing Rights Summary" section of this Agreement for information on your rights to dispute transactions and how to exercise those rights.

Arbitration Notice: EXHIBIT A IS AN ARBITRATION CLAUSE WHICH WILL APPLY TO YOU UNLESS YOU REJECT IT AS PROVIDED IN EXHIBIT A. IF APPLICABLE, THE ARBITRATION CLAUSE WILL SIGNIFICANTLY AFFECT YOUR RIGHTS IF A DISPUTE ARISES BETWEEN YOU AND US. FOR EXAMPLE, YOU WILL NOT BE ABLE TO BRING OR PARTICIPATE IN A CLASS ACTION RELATING TO

MATTERS ARISING UNDER THIS AGREEMENT. INDIVIDUALS PROTECTED BY THE MILITARY LENDING ACT ARE NOT SUBJECT TO THE ARBITRATION CLAUSE IN THIS AGREEMENT.

CARDMEMBER AGREEMENT

General Information: This Cardmember Agreement and the Important Disclosures About Your ViaBill Card ("**Important Disclosures**") (together, the "**Agreement**") establish the agreement for your ViaBill credit card account we are issuing to you (your "**Account**"). Key terms are defined throughout this Agreement, including in the "Definitions" section below. The words "**we**," "**us**" and "**our**" refer to First Electronic Bank and its successors and assigns. The word "**ViaBill**" refers to ViaBill, Inc., the company that assists us in servicing your Account. The words "**Cardmember**," "**you**" and "**your**" refer to all persons we approve to use the Account, and any person who agrees to be responsible for payment of the Account. Please keep a copy of the Agreement for your records and read it carefully.

1. Definitions: The following terms have the following meanings:

"**Amortization Period**" means the period of time it would take to pay off your outstanding balance of Purchases if you timely make payments of the Minimum Payment Due each month, make no further Purchases and incur no additional fees other than Monthly Participation Fees. The normal Amortization Period is 20 months. At our discretion, we may authorize you to change your Amortization Period to a period between 10 and 24 months, by visiting your My ViaBill Account and selecting "Change Repayment Period" on your dashboard. Despite your Amortization Period and outstanding Purchases balance, your Minimum Payment Due each month, applied to fees and principal, will never be less than \$.50 or the outstanding balance, whichever is less (the "**Lowest Possible Minimum Payment**").

"**Available Credit**" means your Credit Limit minus the outstanding principal balance under your Account. When you make a payment, we are not obligated to reduce the outstanding principal balance until we have confirmed the receipt of good funds on your payment. Upon your request at any time, we will tell you your Available Credit.

"**Credit Device**," "**Credit Card**" or "**Card**" means any device that can be used to access credit on your Account, including an Account number that can be used online or with a phone or cellphone or tablet with an app that can access the Account. You will not receive a physical credit card.

"**Credit Limit**" means the maximum principal amount of credit you may have outstanding under your Account at any time. Upon your request at any time, we will tell you your Credit Limit.

"**Minimum Payment Due**" means the minimum amount you must pay us by the applicable Payment Due Date for your Account to remain in good standing. Your Minimum Payment Due will be shown on each Statement. "**Monthly Participation Fee**" means the fee we charge each billing cycle if (and only if) there has been an outstanding balance during the billing cycle. The amount of the Monthly Participation Fee depends upon your Credit Limit and is set forth in the Important Disclosures.

"**Payment Due Date**" is the deadline shown on each Statement for paying at least the Minimum Payment Due shown on such Statement.

"**Purchase**" means the use of your Credit Device to purchase or lease goods or services. "Purchases" generally include any credit adjustments related to a Purchase.

"**Set-Up Fee**" means a one-time fee that is charged to the customer upon accepting the terms of the credit agreement. The fee amount is equivalent to the Monthly Participation Fee associated with the respective credit limit.

"**Statement**" means a billing statement we will provide you each month if and as required by applicable law.

2. Acceptance and Use of Your Account; Promise to Pay: By downloading or activating a Credit Device, using or attempting to use the Account, or allowing someone else to do so, you agree to and accept the terms of this Agreement, as such terms may be changed from time to time by us. You may use your Account only for personal, family or household purposes, and not for any business, commercial or

investment purpose. You promise to pay us the amount of all Purchases, fees, and other amounts charged to your Account.

You may make Purchases up to your Credit Limit either by presenting your Credit Device in the form of a mobile device or mobile wallet to a merchant or by using a Credit Device or Account number over the telephone, internet, or other electronic method.

Certain mobile phones or other electronic devices can be provisioned to function as a Credit Device, such as by storing and/or accessing Account data (for example, through a mobile wallet). Transactions using such devices can proceed like an online transaction over the internet, or can function like a traditional credit card. Any such electronic device constitutes a "Credit Device" under this Agreement. Applications that enable your electronic devices to function as a Credit Device may be subject to separate terms and conditions. We are not responsible if a transaction violates such terms and conditions. However, transactions subject to any such terms and conditions are also subject to this Agreement.

If your mobile phone or other electronic device can function as a Credit Device, you are solely responsible for protecting it in the same manner as protecting a plastic credit card or Account information. Giving another person a device that functions as a Credit Device and/or any information necessary to use the device as a Credit Device has the same consequence for you as permitting such person to use your Account.

You may be able to establish recurring periodic billing arrangements with various merchants, and it will be your responsibility to ensure such merchants are provided with current Account information. If your Account information changes, such as a change in Account number or expiration date, you consent to our providing such new Account information, at our discretion, to any or all such merchants, but we are not obligated to do so. If your Account is closed or your charging privileges are suspended, you will need to contact such merchants to stop the automatic transactions.

You may not use your Account for balance transfers, to obtain cash advances or for "quasi-cash" transactions, which include, but are not limited to, purchases of wire transfers, money orders, traveler's checks, foreign currency, lottery tickets, off-track bets and casino gambling chips. If you are somehow able to use your Account for a transaction of this type, you agree to repay any amount(s) for such transactions upon demand.

3. **Credit Limit; Available Credit:** Your initial Credit Limit is determined by the subscribed account accompanying this Agreement and is included in this Agreement by reference. You can also access your credit limit in your My ViaBill Dashboard at viabill.com. We will disclose your then-current Credit Limit to you on each of your Statements. Subject to applicable law, we may reduce your Credit Limit at any time, with or without your consent, and may increase your Credit Limit at any time with your consent.

You agree never to attempt a Purchase when your Available Credit is \$0 or less or when such Purchase exceeds your Available Credit.

Any request to increase your Credit Limit requires a written, oral, or electronic application for our approval. We will re-evaluate your financial condition, including your ability to make payments, and may obtain a current credit bureau report and/or ask for current financial information.

If you attempt a prohibited Purchase, in violation of this Agreement, we may (a) decline the Purchase; or (b) allow the Purchase, with or without increasing your Credit Limit and require you to repay the excess of the outstanding principal amount of your Account over the Credit Limit. If we permit a Purchase that causes an over-limit condition, it does not mean that we will or must do so again in the future. You must pay any amount which exceeds your Credit Limit, upon demand.

4. **Military Lending Act: THE FEDERAL MILITARY LENDING ACT PROHIBITS US FROM PROVIDING CREDIT ON THE TERMS SET FORTH IN THIS AGREEMENT TO MEMBERS OF THE ACTIVE MILITARY AND THEIR DEPENDENTS ("MLA COVERED BORROWERS"). BY ACCEPTING AND/OR USING YOUR ACCOUNT, YOU PROMISE US THAT YOU ARE NOT A MLA COVERED BORROWER.**

5. **Illegal Activities and Credit Device Use:** You agree not to make an illegal Purchase or use your Credit Device or Account to engage in illegal activities, including, but not limited to, certain internet gambling. However, if you do, you will be liable for the improper Purchase.
6. **Set-Up Fee:** Upon accepting the terms of this Agreement, You agree that we may make a one-time charge to your payment card for the respective Set-Up Fee. This fee may be refunded, removed, or applied as your Monthly Participation Fee, if you complete one transaction within the first month of opening your account.
7. **Monthly Participation Fee:** We do not charge any periodic interest on your Account. Instead, we charge a Monthly Participation Fee if (and only if) you have an outstanding principal balance at any time during the billing cycle. If you close your Account, we will continue to charge the Monthly Participation Fee until any outstanding balance is repaid in full. The amount of the Monthly Participation Fee depends upon your Credit Limit. The Monthly Participation Fee amounts associated with various Credit Limits are set forth in the Initial Disclosures.
8. **Other Fees:**
 - a) **Late Payment Fee:** Your Minimum Payment Due will be past due unless it is paid electronically, or received at the address we specify for payments on your Statement, by 5:00 p.m. Pacific Time on the Payment Due Date shown on your Statement (the "**Cutoff Time**"). We will charge a Late Payment Fee of up to \$29 or the amount of your Minimum Payment missed, whichever is less, if we do not receive a Minimum Payment Due by the Cutoff Time.
 - b) **Document Copies, Other Convenience Fees:** If you request a copy of a charge slip or other document, not in connection with a billing error or dispute, or if you request any other special services, we may charge a fee to your Account, subject to applicable law. Before we do, we will disclose the fee to you at the time of your request.
9. **Minimum Payment Due; Making Payments: You may prepay some or all of your Account balance at any time.** A partial prepayment in one billing cycle will generally not affect the amount of the Minimum Payment Due in your next billing cycle unless and until the Minimum Payment Due would otherwise exceed the "New Balance" shown on your Statement.

We determine the Minimum Payment Due as follows: (a) We take your outstanding balance of Purchases as of the end of the billing cycle in which you last made a Purchase. (b) We divide this amount by the number of months in the Amortization Period and round up or down to the nearest penny. (c) We add the Monthly Participation Fee and any other fees that are posted during the prior billing cycle, any overlimit amounts and any past due payments. (d) The Minimum Payment Due is this sum or the Lowest Possible Minimum Payment, whichever is greater. However, the Minimum Payment Due is never more than the New Balance shown on your Statement.

If you make timely payments of the Minimum Payment Due each month and make no further Purchases, you will pay off your outstanding balance by the end of the Amortization Period (if not sooner). However, at any time you may pay more than the Minimum Payment Due. The Amortization Period will be twenty (20) months. We may, at our discretion, allow you to select a different amortization period using your online account management portal or other means. Any available Amortization Periods will be disclosed to you at that time, and you will agree to a new Amortization Period at that time. Generally, an increase in the length of the Amortization Period will decrease your Minimum Payment Due, and a decrease in the length of the Amortization Period will increase your Minimum Payment Due, all other things being equal. An increase in the length of the Amortization Period will become effective immediately and a decrease in the length of the Amortization Period will become effective as of the end of the billing cycle. However, at any time you may pay more than the Minimum Payment Due (including the Minimum Payment Due you would owe with any decreased Amortization Period that is not yet in effect). Any Purchases made at any time after a change in your Amortization Period will be subject to the new Amortization Period and associated terms.

You agree to make your payments only in U.S. dollars from financial institutions located in the U.S. In our discretion, we may delay increasing your Available Credit by the amount of any payment until we determine that your payment has been collected and cannot be reversed.

Payment received at the address we specify for payments on your Statement in proper form by 5:00 p.m. Pacific Time on a business day will be credited to your Account as of that day. Other payments received in proper form at this address will be credited to your Account as of the next business day. We may, in our discretion, accept payments not received in proper form, but crediting of such payments may be delayed up to five days following receipt.

When you provide a check as payment, you authorize us either to use information from your check to make a one-time electronic fund transfer ("**EFT**") from your deposit account or to process the payment as a check transaction. When we use information from your check to make an EFT, funds may be withdrawn from your deposit account as soon as the same day we receive your payment, and you will not receive your check back from your financial institution. If your check is returned unpaid for insufficient or uncollected funds, we may re-present your check electronically.

10. Allocation of Payments: We will allocate payments and other credits in our sole discretion, subject to applicable law.

11. Irregular Payments: We may accept late payments, partial payments, disputed payments or payments marked with restrictive writing, such as "Paid in Full" or similar language, without losing any of our rights under this Agreement. If you wish to make a payment in satisfaction of a disputed amount or balance, you must send it to First Electronic Bank, c/o ViaBill, Attn: **Legal Department**, 228 Park Ave S, #300, New York, NY 10003 with a letter of explanation. Despite any such language, we may deposit such a payment without such deposit satisfying the amount in dispute or otherwise affecting our right to receive payment in full.

You may not use a post-dated check as a payment. If you do, we may return or deposit such check without waiting for the date found on the check. We are not liable to you for any expense or loss you incur arising from the actions we may take with respect to a post-dated check.

12. Amendments: Subject to applicable law, including any applicable notice and rejection rights, we may change the terms of this Agreement for any reason or no reason, and in any respect, by adding, deleting or modifying any provision, including provisions governing the Monthly Participation Fee, other fees, the Minimum Payment Due and other terms (and including the absence of periodic interest charges).

13. Events of Default: We may declare you to be in default under this Agreement, to the extent permitted by law, if any of the following events occur: (a) you fail to pay any Minimum Payment Due on or before its Payment Due Date; (b) you breach any other term of this Agreement or of any other agreement with us or any of our affiliates; (c) you die or become insolvent; (d) a petition is filed or other proceeding is started under the federal Bankruptcy Code or any state insolvency statute by or against you; (e) a receiver is appointed or a writ or order of attachment, levy or garnishment is issued against you or any of your property assets or income; or (f) we discover that you have made a fraudulent, false or misleading statement in your Account application or otherwise in connection with any obligation or agreement you have with us or any of our affiliates.

14. Remedies on Default: Subject to applicable law, if you are in default, we may (a) declare all or any part of the total outstanding balance on your Account to be immediately due and payable; (b) terminate or suspend your Account and/or your ability to make additional Purchases using the Account; (c) reduce your Credit Limit; (d) commence an action for the collection of all amounts owed in connection with this Agreement; and (e) charge you all reasonable collection expenses incurred by us in the collection of amounts you owe under this Agreement, including fees of attorneys, court costs (including costs incurred in bankruptcy and appellate court proceedings) and fees of any collection agency to which we refer your Account.

15. **Waiver:** We may delay or waive enforcing our rights under applicable law or this Agreement without losing them. A waiver of rights by us shall not be deemed to be a waiver of other rights or of the same rights at any other time.
16. **Transfer of Account:** You cannot transfer or assign your Account or your rights or obligations under this Agreement to any other person, and any attempt to do so is automatically void and of no legal effect. You understand and agree that we may transfer, sell, or assign all or any part of your Account balance and/or our rights under this Agreement at any time and without notice to you. You further understand and agree that we and any assignee of the Loan Agreement may share account information with any servicer or sub-servicer.
17. **Cancellation:** You may close your Account by notifying us in writing or by telephone, and by disabling any Account features on all your Credit Devices. You must notify anyone you have authorized to charge transactions to your Account that you have closed your Account or we may continue to allow these transactions. Until you repay the entire balance of your Account in full, your obligations to make payments on the Account and the imposition of a Monthly Participation Fee will continue even though we have closed your Account. We may close your Account or suspend your ability to use your Account or Credit Devices, or otherwise cancel or limit this Agreement at any time for any reason or no reason, and without notice to you, subject to applicable law. We are not liable for any refusal by anyone to honor your Account or Credit Device.
18. **Liability for Account:** Except as otherwise noted herein, you are liable for all amounts due under this Agreement regardless of who receives benefit from the Account.
19. **Other Users of your Account:** If you permit another person to use your Account by providing such person with a Credit Device or the Account number, your permission will be deemed to extend to all Purchases made by that person, and will continue until you take the necessary steps to prevent such person from making further Purchases using the Account. You will be obligated to pay all Purchases transactions made by any person you permit to use your Account, as well as all related fees, whether or not you intended to be responsible for such charges.
20. **Liability for Unauthorized Use:** You agree to notify us promptly if any Credit Device is lost or stolen, there is unauthorized use of your Credit Device or Account, or if someone uses your Credit Device or Account to make unauthorized Purchases. Under our no fraud liability policy, you will not be liable for any unauthorized Purchases made through the Visa® network at merchants, including those transacted on the internet if you contact us promptly after the Statement on which the transaction occurred was mailed or electronically sent to you. If you orally give us notice concerning loss or theft, you agree to confirm such notice in writing upon request. Also, you agree to assist us in determining the facts and circumstances relating to any loss, theft or possible unauthorized use of your Credit Device or Account, and to comply with such procedures as we may reasonably require in connection with our investigation. You agree that unauthorized use does not include use by a person to whom you have given authority to use the Credit Device or Account, and that you will be liable for all use by such a person until you notify us that such authority to use the Credit Device or Account is no longer authorized. To terminate that authority, you must notify us at 929-242-1110.
21. **Credit Reports and Account Information:** You give us permission to request information and to make whatever inquiries we consider necessary and appropriate (including obtaining information from third parties and requesting consumer reports from consumer reporting agencies) for the purpose of considering your Application for this Account and subsequently, in connection with any product upgrades or any updates, renewals, credit limit increases or extensions of credit, or reviewing or collecting your Account. You also authorize us to report information concerning you or your Account, including information about your performance under this Agreement, to consumer reporting agencies and others who may properly receive such information. **We may report information about your Account to credit bureaus. Late payments, missed payments, or other defaults on your Account may be reflected in your credit bureau report.** If you believe that any information that we have reported to a credit bureau is inaccurate or incomplete, you may write to us at First Electronic Bank c/o ViaBill, 228 Park Ave S, #300, New York,

NY 10003. In your letter, (a) provide your name and the Account number, (b) identify the specific information that is being disputed, (c) explain the basis for the dispute, and (d) provide any supporting documentation you have that substantiates the basis of the dispute. We will investigate the matter. If our investigation shows that you are right, we will contact each credit reporting agency to which we reported the information and will request they correct the report. If we disagree with you after our investigation, we will tell you in writing.

If you believe that you have been the victim of identity theft, submit an identity theft report and affidavit to First Electronic Bank c/o ViaBill, 228 Park Ave S, #300, New York, NY 10003.

22. **Change of Contact Information:** You agree to notify us promptly if you change your name, address, telephone number, or any other contact information. You also agree that if the U.S. Postal Service or one of its agents notifies us of a change in address for you, we may change your address based on this information. We will have no liability to you for changing your address based on such information, even if the information provided by the U.S. Postal Service or one of its agents is in error. If any Statement is returned to us because of an incorrect address, we may stop sending Statements to you until a valid address is provided to us, but for all purposes it shall be considered as if we made your Statement available to you as of the Statement date that was or would have been printed on your Statement.
23. **Telephone Communication Monitoring and Contacting You:** You agree that your telephone communications with us or any of our representatives, affiliates or service providers may be monitored, recorded and retained by any of them. You expressly consent and authorize us, our representatives, affiliates, agents and service providers to contact you at any telephone number you provide to us, in the Account Application or otherwise, now or in the future, or any number you have previously provided to us, or any of our representatives, affiliates or service providers, using an auto dialer, pre-recorded messages and/or text messages, in order to provide alerts and other information regarding your current or future applications and accounts for all products you have or may have with us. Message and data rates may apply. You also expressly consent to us, or any of its representatives, affiliates or service providers sending email messages regarding your Account to your email address, including emails delivered to a cell phone or mobile device. You agree that you will accept calls at your home, place of business or on a mobile telephone regarding the Account. You understand that calls may be automatically dialed and a message played; you understand and agree that these calls and messages may be read or listened to by anyone with access to your telephone or email account, and that such calls are not "unsolicited calls" for purposes of any state or federal law, and you expressly consent to receive such calls and messages. You agree that we are not liable for any resulting breach of privacy or for any charges or costs you incur in connection with text messaging, emails or other communications that we or any of our representatives, affiliates or service providers may send you. You agree that this authorization constitutes a bargained for exchange. To the extent you have the right under applicable law to revoke this authorization, you agree you may so only by writing to us at First Electronic Bank c/o ViaBill, 228 Park Ave S, #300, New York, NY 10003 or complianceus@viabill.com
24. **Communications Under Federal Bankruptcy Code:** Any communication with us required or permitted under the Federal Bankruptcy Code must be in writing, must include your Account number, and must be sent to First Electronic Bank c/o ViaBill, 228 Park Ave S, #300, New York, NY 10003.
25. **GOVERNING LAW; CLASS ACTION WAIVER:** THE TERMS OF THIS AGREEMENT AND/OR YOUR ACCOUNT, AND ANY DISPUTES RELATING TO THIS AGREEMENT AND/OR YOUR ACCOUNT, SHALL BE GOVERNED AND INTERPRETED IN ACCORDANCE WITH FEDERAL LAW AND, TO THE EXTENT STATE LAW APPLIES, THE LAW OF THE STATE OF UTAH, WITHOUT REGARD TO CONFLICT-OF-LAW PRINCIPLES. **YOU EXPRESSLY WAIVE YOUR RIGHT TO INITIATE OR PARTICIPATE IN A CLASS ACTION RELATED TO THIS AGREEMENT PURSUANT TO UTAH CODE ANN. § 70C-3-104. IF YOU ARE A "COVERED BORROWER" AS DEFINED BY THE MILITARY LENDING ACT (32 C.F.R. § 232, AS AMENDED FROM TIME TO TIME), THIS SECTION 16 (ARBITRATION AGREEMENT) IS NOT APPLICABLE TO YOU AND YOU DO NOT NEED TO TAKE FURTHER ACTION TO OPT OUT.**

26. **Waiver of Jury Trial:** You acknowledge that the right to trial by jury is a constitutional right but may be waived in certain circumstances. To the extent permitted by law, you knowingly and voluntarily waive any right to trial by jury in the event of litigation arising out of or related to this Agreement. This jury trial waiver shall not affect or be interpreted as modifying in any fashion the Arbitration Clause below, which has its own separate jury trial waiver.
27. **Enforceability:** Subject to and except as otherwise provided in the Arbitration Clause, if any term of this Agreement is finally determined to be void or unenforceable by a court or government agency of competent jurisdiction, that term will continue to be enforceable to the extent allowed by such court of agency, and the remainder will no longer be a part of this Agreement. All other provisions of this Agreement will remain in effect.
28. **Agreement in Writing:** This Agreement (including this Cardmember Agreement and the Important Disclosures), is the final expression of the agreement between you and us and it may not be contradicted by evidence of an alleged oral agreement.
29. **Unsecured Line of Credit:** Notwithstanding any language in any agreement to the contrary, this Account and this Agreement, and your obligation to pay amounts due under this Agreement, are not secured, and any security interest which might otherwise exist with respect to the Account or Agreement is hereby waived by us.

30. **BILLING RIGHTS SUMMARY**

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: First Electronic Bank c/o ViaBill, 228 Park Ave S, #300, New York, NY 10003.

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 of the amount you question even if your bill is correct.

YOUR RIGHTS IF YOU ARE DISSATISFIED WITH YOUR CREDIT CARD PURCHASES:

If you are dissatisfied with the goods or services that you have purchased with your credit card, and you have tried in good faith to correct the problem with the merchant, you may have the right not to pay the remaining amount due on the purchase.

To use this right, all of the following must be true:

1. The purchase must have been made in your home state or within 100 miles of your current mailing address, and the purchase price must have been more than \$50. (Note: Neither of these is necessary if your purchase was based on an advertisement we mailed to you, or if we own the company that sold you the goods or services.)
2. You must have used your credit card for the purchase. Purchases made with cash advances from an ATM or with a check that accesses your credit card 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:

First Electronic Bank c/o ViaBill
228 Park Ave S, #300, New York, NY 10003.

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

31. Additional Disclosures

CALIFORNIA AND UTAH RESIDENTS: As required by California and Utah law, you are hereby notified that a negative credit report reflecting on your credit record may be submitted to a credit reporting agency if you fail to fulfill the terms of your credit obligations.

IDAHO, IOWA, KANSAS, MAINE AND SOUTH CAROLINA RESIDENTS ONLY: We may declare you to be in default if you fail to make a payment as required by this Agreement (or within 10 days of the time required by this Agreement, for Iowa residents) or if the prospect of your payment or performance is significantly impaired (for Iowa residents, if, following an event of default, the prospect of your payment is materially impaired). We have the burden of establishing the impairment of such prospect of payment or performance.

IOWA, MISSOURI, NEBRASKA, AND TEXAS RESIDENTS ONLY: ORAL AGREEMENTS OR COMMITMENTS TO LOAN MONEY, EXTEND CREDIT OR FORBEAR FROM ENFORCING REPAYMENT OF DEBT INCLUDING PROMISES TO EXTEND OR RENEW SUCH DEBT ARE NOT ENFORCEABLE. TO PROTECT YOU AND US FROM ANY MISUNDERSTANDING OR DISAPPOINTMENT, ANY AGREEMENTS WE REACH COVERING SUCH MATTERS ARE CONTAINED IN THIS WRITING, WHICH IS THE COMPLETE AND EXCLUSIVE STATEMENT OF THE AGREEMENT BETWEEN US, EXCEPT AS WE MAY LATER AGREE IN WRITING TO MODIFY IT.

NEW YORK, RHODE ISLAND AND VERMONT RESIDENTS: You understand and agree that we may obtain a consumer credit report in connection with any updates, renewals or extensions of any credit as a result of your application and Credit Device membership. If you ask, you will be informed whether or not such a report was obtained and, if so, the name and address of the agency that furnished the report. You also understand and agree that we may obtain a consumer credit report in connection with the review or collection of any extension of credit made to you or for other legitimate purposes related to such extension of credit.

WISCONSIN RESIDENTS ONLY: We may declare you to be in default (a) if you permit to be outstanding an amount exceeding one full payment which has remained unpaid for more than 10 days after its scheduled due date or deferred due date, or if you fail to pay the first payment or last payment within 40 days of its scheduled due date or deferred due date or (b) if you fail to observe any other provision of this Agreement, the breach of which materially impairs your ability to pay the amounts due under the Agreement.

MARRIED WISCONSIN RESIDENTS: If you are married: (i) you confirm that this Account is being incurred in the interest of your marriage or family; (ii) no provision of any marital property agreement, unilateral statement, or court decree under the Wisconsin Marital Property Act will adversely affect a creditor's interest unless, before the time credit is granted, the creditor is furnished a copy of that agreement or decree or is given complete information about the agreement or decree; (iii) you understand and agree that we will provide a copy of this Agreement to your spouse for his or her information. If the Account for which you are applying is granted, you will notify us if you have a spouse by sending your name and your spouse's name and address to us at First Electronic Bank c/o ViaBill, 228 Park Ave S, #300, New York, NY 10003.

1. ARBITRATION CLAUSE—EXHIBIT A

We have put this Arbitration Clause ("Clause") in question and answer form to make it easier to understand. However, this Clause is part of this Agreement and is legally binding. For purposes of this Clause, "we," "us," "our" and related words include the Bank and ViaBill, and our Notice Address is:

_____.

Background and Scope.

<u>Question</u>	<u>Short Answer</u>	<u>Further Detail</u>
What is arbitration?	An alternative to a court case	In arbitration, a third party arbitrator ("TPA") resolves "Claims" (as defined below) in a hearing. It is less formal than a court case.
Is it different from court and jury trials?	Yes	The hearing is private. There is no jury. It is usually less formal, faster and less expensive than a lawsuit. Pre-hearing fact finding (called "discovery") is limited. Appeals are limited. Courts rarely overturn arbitration awards.
Can you opt-out of this Clause?	Yes, within 60 days	If you do not want this Clause to apply, you must send us a signed notice within 60 calendar days after you agree to this Agreement. You must send the notice in writing (and not electronically) to our Notice Address, Attn. Arbitration Opt-Out Notice. Provide your name, address and date. State that you "opt out" of the arbitration clause.
What is this Clause about?	The parties' agreement to arbitrate Claims	Unless you opt out, you and we agree that any party may elect to arbitrate or require arbitration of any "Claim" as defined below.
Who does the Clause cover?	You, us, Cred and certain "Related Parties"	This Clause governs you, us and our "Related Parties": (1) our parents, subsidiaries and affiliates; (2) employees, directors, officers, shareholders, members and representatives of ours or such other entities; and (3) any person or company that is involved in a Claim you pursue at the same time you pursue a related Claim against us.
What Claims does the Clause cover?	All Claims (except certain Claims about this Clause)	This Clause governs all "Claims" that would usually be decided in court and are between us or any Related Party and you. In this Clause, the word "Claims" has the broadest reasonable meaning. It includes contract and tort (including intentional tort) claims and claims under constitutions, statutes, ordinances, rules and regulations. It includes all claims even indirectly related to the Account, your application for the Account, this Agreement or our relationship with you. It includes claims related to collections, privacy and customer information. It includes claims related

		to the validity in general of this Agreement. However, it does not include Claims about the validity, coverage or scope of this Clause or any part of this Clause. All such Claims are for a court and not the TPA to decide.
Who handles the arbitration ?	Usually AAA or JAMS	<p>Arbitrations are conducted under this Clause and the rules of the arbitration company in effect at the time the arbitration is commenced. However, arbitration rules that conflict with this Clause do not apply. The arbitration company will be either:</p> <ul style="list-style-type: none"> • The American Arbitration Association ("AAA"), 1633 Broadway, 10th Floor, New York, NY 10019, www.adr.org. • JAMS, 620 Eighth Avenue, 34th Floor, New York, NY 10018, www.jamsadr.com. • Any other company picked by agreement of the parties. <p>If all the above options are unavailable, a court will pick the arbitration company. No arbitration brought on a class basis may be administered without our consent by any arbitration company that would permit class arbitration under this Clause. The TPA will be selected under the arbitration company's rules. However, the arbitrator must be a lawyer with at least ten years of experience or a retired judge unless you and we otherwise agree.</p>
Can Claims be brought in court?	Sometimes	You or we may bring a lawsuit if the other party does not demand arbitration. We will not demand arbitration of any lawsuit you bring as an individual action in small-claims court. However, we may demand arbitration of any appeal of a small-claims decision or any small-claims action brought on a class basis.
Are you giving up any rights?	Yes	<p>For Claims subject to this Clause, you give up your right to:</p> <ol style="list-style-type: none"> 1. Have juries decide Claims. 2. Have courts, other than small-claims courts, decide Claims. 3. Serve as a private attorney general or in a representative capacity. 4. Join a Claim you have with a Claim by other consumers if we object. 5. Bring or be a class member in a class action or class arbitration.

		We also give up the right to a jury trial and to have courts decide Claims you wish to arbitrate.
Can you or another consumer start class arbitration ?	No	The TPA is <u>not</u> allowed to handle any Claim on a class or representative basis. All Claims subject to this Clause must be decided in an individual arbitration or an individual small-claims action. This Clause will be void if a court rules that the TPA can decide a Claim on a class basis and the court's ruling is not reversed on appeal.
What happens if part of this Clause cannot be enforced?	It depends.	<p>If any portion of this Clause cannot be enforced, the rest of this Clause will continue to apply, except that:</p> <ul style="list-style-type: none"> • If a court rules that the TPA can decide a Claim on a class or other representative basis and the court's ruling is not reversed on appeal, only this sentence will apply and the remainder of this Clause will be void. AND • If a party brings a Claim seeking public injunctive relief and a court determines that the restrictions in this Clause prohibiting the TPA from awarding relief on behalf of third parties are unenforceable with respect to such Claim (and that determination becomes final after all appeals have been exhausted), the Claim for public injunctive relief will be determined in court and any individual Claims seeking monetary relief will be arbitrated. In such a case the parties agree to request that the court stay the Claim for public injunctive relief until the arbitration award pertaining to individual relief has been entered in court. <p>In no event will a Claim for class relief or public injunctive relief be arbitrated.</p>
What law applies?	The Federal Arbitration Act ("FAA")	This Agreement involves interstate commerce. Thus, the FAA governs this Clause. The TPA must apply substantive law consistent with the FAA. The TPA must honor statutes of limitation and privilege rights. Punitive damages are governed by the constitutional standards that apply in judicial proceedings.
Will anything you do make this Clause ineffective ?	No	This Clause stays in force even if: (1) this Agreement ends; or (2) we transfer or assign our rights under this Agreement.

Process.

<u>Question</u>	<u>Short Answer</u>	<u>Further Detail</u>
What must a party do before starting a lawsuit or arbitration ?	Send a written Claim Notice and work to resolve the Claim	Prior to initiating, joining or participating in any judicial or arbitration proceeding, whether individually, as a class representative or participant or otherwise, regarding any Claim, the party asserting the Claim (the "Claimant") must give the other party written notice of the Claim (a "Claim Notice") and a reasonable opportunity, not less than 30 days, to resolve the Claim. Any Claim Notice you send must include your name, address, telephone number and Account number. Any Claim Notice must explain the nature of the Claim and the relief that is demanded. You may only submit a Claim Notice on your own behalf and not on behalf of any other party. The Claimant must reasonably cooperate in providing any information about the Claim that the other party reasonably requests.
How does arbitration start?	Mailing a notice	If the parties do not reach an agreement to resolve the Claim within 30 days after notice of the Claim is received, the Claimant may start a lawsuit or arbitration, subject to the terms of this Clause. To start arbitration, the Claimant picks the arbitration company and follows the arbitration company's rules. If one party starts or threatens a lawsuit, the other party can demand arbitration. This demand can be made in court papers. It can be made if a party starts a lawsuit on an individual basis and then tries to pursue a class action. Once an arbitration demand is made, no lawsuit can be brought and any existing lawsuit must stop.
Will any hearing be held nearby?	Yes	The TPA may decide that an in-person hearing is unnecessary and that he or she can resolve a Claim based on written filings and/or a conference call. However, any in-person arbitration hearing must be held at a place reasonably convenient to you.
What about appeals?	Very limited	Appeal rights under the FAA are very limited. The TPA's decision will be final and binding, except for any FAA appeal right. Any appropriate court may enter judgment upon the arbitrator's award.
Do arbitration awards affect other disputes?	No	No arbitration award involving the parties will have any impact as to issues or claims in any dispute involving anyone who is not a party to the arbitration, nor will an arbitration award in prior disputes involving other parties have any impact in an arbitration between the parties to this Clause.

Arbitration Fees and Awards.

<u>Question</u>	<u>Short Answer</u>	<u>Further Detail</u>
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Who bears arbitration fees?	Usually, we do	We will pay all filing, administrative, hearing and TPA fees if you act in good faith, cannot get a waiver of such fees and ask us to pay.
When will we cover your legal fees and costs?	If you win	If you win an arbitration, we will pay your reasonable fees and costs for attorneys, experts and witnesses. We will also pay these amounts if required under applicable law or the arbitration company's rules or if payment is required to enforce this Clause. The TPA shall not limit his or her award of these amounts because your Claim is for a small amount.
Will you ever owe us for arbitration or attorneys' fees?	Only for bad faith	The TPA can require you to pay fees incurred by us if (and only if): (1) the TPA finds that you have acted in bad faith (as measured by the standards set forth in Federal Rule of Civil Procedure 11(b)); and (2) this power does not make this Clause invalid.
Can a failure to resolve a Claim informally result in a larger recovery for you?	Yes	You are entitled to an arbitration award of at least \$7,500 if: (1) you give us notice of a Claim on your own behalf (and not on behalf of any other party) and comply with all of the requirements of this Clause (including the requirements described in response to the question reading "What must a party do before starting a lawsuit or arbitration?"); and (2) the TPA awards you money damages greater than the last amount you requested at least ten days before the arbitration commenced. This is in addition to the attorneys' fees and expenses (including expert witness fees and costs) to which you are otherwise entitled. This \$7,500 minimum award is a single award that applies to all Claims you have raised or could have raised in the arbitration. Multiple awards of \$7,500 for you are not contemplated by this Clause. Settlement demands and offers are strictly confidential. They may not be used in any proceeding by either party except to justify a minimum recovery of \$7,500.
Can an award be explained?	Yes	A party may request details from the TPA, within 14 days of the ruling. Upon such request, the TPA will explain the ruling in writing.