

These documents are being provided to you for informational purposes only. There are two parts to our Cardholder Agreement: *The Pricing Information Addendum* and the *Cardholder Agreement*. The Pricing Information Addendum shows a range of terms that may be offered on new accounts. The terms that apply to you will differ depending on your specific card offer. The Cardholder Agreement contains important information related to consumer credit cards issued by WebBank. Pricing is accurate as of November 2025.

## PRICING INFORMATION ADDENDUM

Interest Rates and Interest Charges	
Annual Percentage Rate (APR) for Purchases	36%
APR for Balance Transfers	36%
APR for Cash Advances	36%
Penalty APR	None
Paying Interest	Your due date is at least 25 days after the close of each billing cycle. We will not charge you interest on purchases if you pay your entire balance by the due date each month. There is no time period in



<p><b>Account Maintenance Fee</b></p>	<p>after that <b>\$49</b> annually</p> <ul style="list-style-type: none"> <li>• If you have an <u>initial credit limit of \$700</u>, then <b>\$175</b> for the first year; after that <b>\$49</b> annually</li> <li>• If you have an <u>initial credit limit of \$500</u>, then <b>\$125</b> for the first year; after that <b>\$49</b> annually</li> <li>• If you have an <u>initial credit limit of \$400</u>, then <b>\$99</b> for the first year; after that <b>\$49</b> annually</li> <li>• If you have an <u>initial credit limit of \$1000</u>, <b>\$180</b> annually (billed at \$15.00 per month)</li> <li>• If you have an <u>initial credit limit of \$700</u>, <b>\$180</b> annually (billed at \$15.00 per month)</li> <li>• If you have an <u>initial credit limit of \$500</u>, <b>\$180</b> annually (billed at \$15.00 per month)</li> <li>• If you have an <u>initial credit limit of \$400</u>, <b>\$180</b> annually (billed at \$15.00 per month)</li> </ul> <p>This fee is <u>not</u> billed for the first 12 months that your Account is open.</p>
<p><b>Additional Card Fee (Authorized User)</b></p>	<p><b>\$19</b> (one time, if applicable, for authorized users)</p>
<p><b>Transaction Fees</b></p> <ul style="list-style-type: none"> <li>• Balance Transfer</li> </ul>	<p>3% of the amount of each transfer. Either <b>\$5</b> or <b>5%</b> of the amount of each cash advance, whichever is</p>

<ul style="list-style-type: none"> <li>• Cash Advance</li> <li>• Foreign Transaction</li> </ul>	<p>greater.</p> <p><b>3%</b> of each transaction amount in U.S. dollars.</p>
<p><b>Penalty Fees</b></p> <ul style="list-style-type: none"> <li>• Late Payment</li> <li>• Returned Payment</li> </ul>	<p>Up to <b>\$41</b></p> <p>Up to <b>\$41</b></p>

**How We Will Calculate Your Balance:** We use a method called “average daily balance (including current transactions).”

**Paper Statement Fee:** We will charge you a \$2 monthly Paper Statement Fee on your account for each month that you receive a paper billing statement. You can avoid this fee in each billing cycle that you elect to receive your monthly billing statement exclusively in electronic form. See the Fees section in your Cardholder Agreement for more details.

## CARDHOLDER AGREEMENT

**ARBITRATION NOTICE: THIS AGREEMENT INCLUDES AN ARBITRATION PROVISION WHICH WILL APPLY TO YOU UNLESS (1) YOU ARE A COVERED BORROWER UNDER THE MILITARY LENDING ACT, OR (2) YOU REJECT THE ARBITRATION PROVISION. IF APPLICABLE, THE ARBITRATION PROVISION 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  
AND YOU WAIVE YOUR RIGHT TO A JURY TRIAL.**

**U.S. VIRGIN ISLANDS RESIDENTS PLEASE READ THIS:** The provisions titled “Using Your Account,” “Disputed Payments- Postdated Checks, Restrictive Endorsement Checks and Other Disputed or Qualified Payments,” “Changes in Terms,” “Assignment; Transfer,” “Arbitration Provision” and “Billing Rights Notice” restrict or reduce your rights.

**MILITARY LENDING ACT DISCLOSURE:** Federal law provides important protections to members of the Armed Forces and their dependents relating to extensions of consumer credit. In general, the cost of consumer credit to a member of the Armed Forces and his or her dependent may not exceed an annual percentage rate of 36 percent. This rate must include, as applicable to the credit transaction or account: The costs associated with credit insurance premiums; fees for ancillary products sold in connection with the credit transaction; any application fee charged (other than certain application fees for specified credit transactions or accounts); and any participation fee charged (other than certain participation fees for a credit card account). To hear disclosures related to the Military Lending Act, please call this toll-free number: 1-866-816-6994.

**COVERED MILITARY BORROWERS:** If you are a “covered borrower,” as defined under the Military Lending Act, 10 U.S.C. § 987, as amended, (i) the “Arbitration Provision,” (ii) any waiver of right to legal recourse under any state or federal law and (iii) any other provision in this Agreement that is not enforceable against you under the Military Lending Act does not apply to you so long as you are a “covered borrower.”

**IMPORTANT INFORMATION ABOUT PROCEDURES FOR  
OPENING A NEW ACCOUNT** 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 an Account. What this means for you: When you open an 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.

**GENERAL** This Cardholder Agreement ("Agreement") governs the use of your revolving credit account (your "Account"). WebBank, a state-chartered bank headquartered in Salt Lake City, Utah, is the issuer of your Card. WebBank is the lender of every extension of credit made to you through the use of your Card. In this Agreement and in your monthly billing statement ("Statement"), "we," "us," "our" and "Bank" refer to WebBank, including, as applicable, our successors, assignees and representatives. "You," "your" and "Cardholder" refer to the person who applied and was approved for the Account and, as appropriate, all persons authorized to use the Account. "Application" refers to any (i) written or electronic application or acceptance that you signed or otherwise submitted for this Account or (ii) oral request for credit and a Card, resulting in this Account. "Card" refers to any credit card, Account number or other credit access device (including any convenience check) that we issue to you. Your Application, any Card carrier that we send with your Card and the accompanying Pricing Disclosure, any automatic payment plan form, any other written documents (including any electronic record) evidencing any transactions made under your Account, any notices that we send to you with your Agreement, any special credit terms disclosures in the initial solicitation letter that we sent you including initial credit limit terms and any special credit terms or rewards terms separately or subsequently disclosed to you in writing, are part of and incorporated into this Agreement. Please read and keep these documents for your records. This Agreement begins on the earlier of (a) the date we finally

approve your Application for credit or (b) the first date that we extend credit to you or someone authorized by you on your Account. *Where the terms of this Agreement differ from any special terms that we offer to you in writing, the special terms offered will control, but all other terms of this Agreement will remain unchanged.*

**ACCEPTANCE OF THIS AGREEMENT** Your activation of your Card, your use of the Account, or any payment made on the Account, evidences your acceptance of the terms of this Agreement.

**USING YOUR ACCOUNT** You can use your Card to purchase or lease goods or services (including mail, telephone and electronic orders) from participating establishments (each a "Purchase") up to any credit limit we may establish for you (your "Credit Limit"). You can also use your Card to obtain a cash loan ("Cash Advance") by presenting your Card to any institution that accepts the Card for that purpose or by making a withdrawal of cash at an ATM. Transactions made with your Account for things like money orders, deposits, wire transfer money orders, travelers' checks, foreign currency and other similar transactions, will be treated as Cash Advances. From time to time, we may also permit you to obtain credit from us by making a payment to another creditor of yours ("Balance Transfer") using forms or other means provided by us. Except as otherwise specifically provided in this Agreement, a Balance Transfer generally is treated as a Cash Advance, but the fees that may be imposed at the time of a Balance Transfer may differ from those applicable to Cash Advances. You may use your Account only for personal, family, or household purposes. You may not use your Card or your Account for any illegal transaction or any gambling transaction. We may decline transactions for any reason, including, but not limited to, operational matters, default or suspected fraudulent or unlawful

activity. Transactions above a certain dollar amount may require authorization by us before the transaction can be approved. We will not be liable for the failure to authorize credit because of operational difficulties or mistakes. We may limit the number and amount of transactions approved in one day for security reasons, without any liability to you. We are not responsible for any losses associated with a declined transaction.

**AUTHORIZED USERS** If you ask us to issue a Card to any other person and we agree to issue them a Card, they are an “Authorized User” of your Account and will be bound by the terms of this Agreement. We will impose an Additional Card Fee (Authorized User) to issue a Card to an Authorized User as described below. See “FEES” Section below. We may require certain information about them before issuing a Card. We may limit their ability to use their Card. You authorize them to have access to important information about your Account including available credit so that they can use their card responsibly. You will be responsible for use of the Account by them and by anyone they allow to use your Account, even if you did not want, or did not agree to, that use. If you want to remove an Authorized User from your Account, you must contact Customer Service and request their removal. You also must immediately destroy all Cards in their possession and cancel any transactions that they may have set up on your Account before their removal. You will be responsible for transactions that they set up before they were removed even if these amounts do not appear on your Account until later. Authorized Users may remove themselves from your Account upon request. We reserve the right to remove them from your Account for any reason. To remove them from your Account, we may choose to close your existing Account and issue you a new Account and replacement Card with a new number.

**REWARDS** Your Account may provide you with the opportunity to earn rewards. If it does, we will separately provide you with information and terms about the rewards.

**HONORING YOUR CARD** We are not liable if a merchant, ATM or other institution does not honor your Card, or if your Card malfunctions.

**PROMISE TO PAY** You agree to be bound by the terms and conditions of this Agreement. You promise to pay for all Purchases, Cash Advances, Balance Transfers and all other amounts owed to us under the terms of this Agreement. You promise to make all payments in U.S. dollars and to submit for payment of your Account only checks or other items drawn on U.S. financial institutions.

**YOUR CREDIT LIMIT** You agree not to use and not to allow any Authorized User to use your Account in any way that would cause you to go over your Credit Limit. We may refuse to authorize or accept any transaction on your Account that would cause you to exceed your Credit Limit. We may establish different Credit Limits for different features of your Account in addition to a general (total) Credit Limit. If you exceed your Credit Limit, you must pay us the excess amount promptly. We reserve the right not to increase your available credit by the amount of any payment received, for a period of up to four (4) business days from the date of receipt to provide for processing and verification. Processing speeds can vary depending on how your payment is cleared.

Your Account represents a continuing offer to extend further credit to you which may be withdrawn at any time. We reserve the right to change (to set, increase, decrease or remove) the Credit Limit for your Account from time to time in accordance with this Agreement and applicable law. Certain changes in your Credit Limit may occur without prior written notice to you

and may be based upon factors including, but not limited to, anti-fraud policies and procedures, your record of making timely payments and staying within your established Credit Limit, your credit score and information contained in your credit report and your proper maintenance of any checking account used to make automatic payments, if applicable.

If approved for an Account, your initial Credit Limit(s) will appear on your Card carrier. Your current Credit Limit(s) can be found on your Statement or provided upon request. ***We do not accept Credit Limit increase requests.***

You have the right to receive an answer to a written inquiry concerning the status of your Account.

**SPECIAL TERMS** When we solicit you for an account or from time to time thereafter we may offer special terms in connection with your Account. These special terms may be limited to certain qualifying transactions. The period of time that special terms may be available may be limited. Information specific to any special terms will be provided at the time of offer. If you accept a qualified solicitation offer or use your Account to enter into a qualifying transaction, you will be deemed to have acknowledged and agreed to the special terms disclosed at the time of the offer, which terms may be modified or differ from the regular terms of this Agreement. No formal amendment of this Agreement will be necessary and all terms of this Agreement will remain applicable except those inconsistent with the disclosed special terms of the offer. If at any time you fail to comply with the terms of this Agreement as modified by the special terms of an offer or are otherwise in default of any obligation you owe us, then we may, in our sole discretion, immediately terminate any special offer terms. We will notify you of the termination of any special terms if (and as) expressly required by law.

**DEFAULT** Unless prohibited by applicable law, we may declare you in default under this Agreement if you: (i) do not make at least the Minimum Payment required from time to time on or before its Payment Due Date; (ii) exceed your Credit Limit without permission; (iii) tender a payment on your Account and your payment is returned to us unpaid or otherwise rejected for any reason; (iv) become subject to bankruptcy or insolvency proceedings; (v) become subject to attachment or garnishment proceedings; (vi) give us any misleading, false, incomplete or incorrect information or false or fraudulent signature; (vii) die; or (viii) fail to comply with any term of this Agreement or any other agreement that you have with us. Subject to any notice of default and right to cure or other limitation of applicable law, if you are in default, we may, in addition to any other rights that we may have under this Agreement: (i) reduce your Credit Limit or cancel your Account; (ii) require you to pay your entire Account balance (including accrued but unpaid interest and any other fees and charges provided for in this Agreement) immediately; and/or (iii) bring an action to collect all amounts owed.

You agree to pay, to the greatest extent not prohibited by law, our reasonable attorneys' fees and any collection costs and disbursements and court fees related to the collection of your Account.

**CANCELLATION** We may cancel your Account, refuse to allow further transactions, offer credit on different terms or adjust the amount of credit available to you at any time, with or without cause, subject to applicable limitations of law. We may terminate further transactions on your Account without notice if you change your address to a jurisdiction in which we do not make credit available at that time. You may close your Account by writing to us at Account Services, P.O. Box 105824 Atlanta, GA 30348-5824. The terms of this Agreement will continue to apply

to any balance that you owe us until you have paid everything you owe, including any interest and fees due. ***Account cancellation may adversely affect your credit history.***

**STATEMENTS** We will send you a Statement for each monthly billing cycle in which (i) the balance of your Account (including unpaid Purchases, Cash Advances and any Balance Transfers, interest and other fees and charges) on the last day of that billing cycle (the “New Balance”) is greater than \$1 (debit or credit); (ii) we impose interest or a fee; (iii) there is any other activity on your Account; or (iv) as otherwise required by applicable law. Your Statement will show, among other things, the total minimum payment you must make during the billing cycle (the “Minimum Payment”) and the date that the Minimum Payment is due (the “Payment Due Date”). If you receive a paper statement, you may be charged a Paper Statement Fee as described in the Fees section below.

## **PAYMENT REQUIREMENTS AND CREDITING**

**Minimum Payment** You agree to pay at least the Minimum Payment shown on your Statement by the Payment Due Date shown on the Statement. **You may at any time pay off your entire balance in full or more than the Minimum Payment due without incurring any additional charge.** We reserve the right to change your Minimum Payment requirement from time to time, subject to applicable law. The Minimum Payment due each month will be an amount equal to the Required Minimum Payment Calculation disclosed in the accompanying Pricing Disclosure. If your New Balance is less than your Minimum Payment, your New Balance is due in full. You may at any time make additional payments without penalty.

**Authorization Agreement for Automatic Payments** If you enrolled in the Automatic Payment Plan, you acknowledge and agree to the following:

(1) You authorize us to initiate electronic funds transfers (EFTs) by debit entries drawn on the bank account, debit or credit card you have identified to us in your application for this Account or any other account that you identify to us from time to time ("Bank Account") in the amount of (i) your required Minimum Payment, (ii) any fixed amount that you specify, as modified by you from time to time. The amount of your Automatic Payment Plan payment may vary if you make additional payments. We will provide you advance notice if your Automatic Payment Plan payment will exceed your New Balance. To avoid additional charges, in any month in which any designated fixed payment amount is less than your Minimum Payment due, you understand and agree that we may deduct or withdraw your entire Minimum Payment rather than the designated fixed payment amount. If your New Balance is less than the fixed amount you designate, only the New Balance will be deducted. **If you have a Deferred Interest Plan and you enroll in our Automatic Payment Plan, you will need to make one or more additional payments by mail or by phone to avoid interest. See *Deferred Interest Balances* below.** You have the right to receive notice of all electronic fund transfers from your Bank Account that vary in amount, and by enrolling, you agree that your monthly Statement will serve as your notice of the amount of your monthly payment. You may change the amount to be deducted or withdrawn at any time. Your new monthly payment will be effective within 3 business days of our receipt of your instruction. (2) We will initiate authorized EFTs each month on or after the Payment Due Date shown on your monthly Statement. (3) You agree that in the event any debit is rejected or dishonored we may reinitiate the debit once. (4) You have provided us with all necessary information for the Bank Account that you wish us to debit and the Bank Account on which the Automated Clearing House (ACH) debit is authorized, is a legitimate, open and active account. You agree to notify us promptly if this information changes. (5) The origination of ACH

transactions must comply with the provisions of U.S. law. (6) Once enrolled, automatic payments will continue until you notify us that you wish to terminate your enrollment in the Automatic Payment Plan, or until we terminate your enrollment. You may terminate your enrollment by calling Customer Service at the telephone number shown on your monthly statement. You must give any notice of termination in such a manner and sufficiently in advance to allow us and your financial institution a reasonable opportunity to act. We may terminate your enrollment if you fail to keep your Account or your Bank Account in good standing. Delinquency or closure of either account, for any reason, may result in immediate termination of your enrollment in the Automatic Payment Plan. Also, if there are insufficient funds in your Bank Account to process any payment, your enrollment in the Automatic Payment Plan may be terminated immediately. (7) We are not responsible for any fees that may be charged by your depository institution as the result of your participation in the Automatic Payment Plan. (8) You have the right to review your accounts and to withdraw any privileges previously granted. (9) Participation in the Automatic Payment Plan is not a requirement of continuing credit under your Account. ***Enrollment in the Automatic Payment Plan is optional.***

**Right to Stop Payment and Procedure For Doing So:** If you have a scheduled payment or monthly scheduled payment through the Automatic Payment Plan, you can tell us to stop any of these payments by calling Customer Service at the telephone number shown on your monthly statement, by sending an e-mail to [service@imaginecredit.com](mailto:service@imaginecredit.com) or by writing to us at Customer Service–Automatic Payment Plan Department, P.O. Box 105824, Atlanta, GA 30348. If you send us an email or write to us, your request must reach us at least 3 business days before the scheduled Payment Due Date. If you call us, we may require you to put your request in writing and to deliver your request to us

within 14 days after you call. **If you tell us to stop a payment at least 3 business days before the Payment Due Date and we do not stop payment, we will be liable for your losses or damages.**

***Alternative Payment Methods*** If you know that we will be unable to process a scheduled automatic payment for any reason, then to avoid a late payment charge, you must promptly send a certified check or money order to the "Payment Address" shown on the front of your monthly statement, or, if offered, you may take advantage of any pay-by-phone or online payment service that we may make available to you from time to time. If you make an alternative payment by postal mail or by pay-by-phone or online service while you are enrolled in an Automatic Payment Plan, we may treat such payment as an additional payment and either (i) process your next Automatic Payment Plan payment as scheduled or (ii) may reduce your next Automatic Payment Plan payment by the amount of any such additional payment received.

***Instructions for Mailed Payments*** If you pay by check or other written instrument, all payments, except disputed amounts, must be mailed or delivered to us at the address for payments shown on your monthly statement. Payments received at the address on the payment coupon by **5:00 p.m. Central Time**, Monday through Friday (except legal holidays) will be credited to your Account as of the date received. Payments must be received with the payment coupon (bottom portion) of your statement in the enclosed return envelope. If payments are received at any other location or without your payment coupon, crediting of those payments to your Account may be delayed.

***Notice About Electronic Check Conversion.*** By providing a paper check as payment, you authorize us to use information from your check to make a one-time electronic fund transfer from your account or to process the payment as a check transaction.

When we use the information from your check to make an electronic fund transfer, funds may be withdrawn from your account as soon as the same day we receive your payment, and you will not receive your check back from your financial institution.

***Application of Payments*** Subject to the requirements of applicable law, we will usually apply your Minimum Payment first to unpaid interest, fees and other charges, then to Cash Advance transactions in the order in which they are posted to your Account and finally to Purchase transactions in the order in which they are posted to your Account. We may apply your Minimum Payment to balances subject to special terms (including Balance Transfers, convenience checks and other promotions) prior to non-promotional balances. Amounts paid in excess of your Minimum Payment will be applied to balances with the highest APR first and then to lower rate balances in descending order of APR. Notwithstanding any other provision of this Agreement, we may change the order of payment application in our sole discretion from time to time, subject to applicable law.

***Disputed Payments-Postdated Checks, Restrictive Endorsement Checks and Other Disputed or Qualified Payments*** You agree not to send us partial payments marked “paid in full,” “without recourse,” or similar language. If you send such a payment, we may accept it without losing any of our rights under this Agreement. **All notices and written communications concerning postdated checks, restrictive endorsement checks (including any check or other payment instrument that indicates that the payment constitutes “payment in full” of the amount owed or that is tendered with other conditions or limitations or as full satisfaction of a disputed amount) or any other disputed, nonconforming or qualified payments, must be mailed or delivered to Dispute Resolution, P.O. Box 105374, Atlanta, GA**

**30348.** We may also accept late, postdated or partial payments without losing any of our rights under the credit agreement governing your Account. (A postdated check is a check dated later than the day it was actually presented for payment.) We are under no obligation to hold a postdated check and we reserve the right to process every item presented as if dated the same date received by us or our check processor unless you give us adequate notice and a reasonable opportunity to act on it. Except where such notice and opportunity is given, you may not hold us liable for depositing any postdated check.

## INTEREST

***Interest*** When your Account has an outstanding balance, we will assess periodic interest using a monthly periodic rate of interest. The monthly periodic rate is determined by dividing the annual percentage rate (“APR”) by 12. Unless otherwise stated in your Pricing Disclosure, your APRs and corresponding monthly periodic rates, will vary with the market based on the Prime Rate, but no APR will exceed an annual percentage rate of 36%. See the accompanying Pricing Disclosure for the APRs and any “per transaction” interest charges applicable to your Account. Interest will be imposed in amounts or at rates not in excess of those permitted by law.

***Balances Subject To Interest*** We figure the interest charge on your Account by applying the applicable monthly periodic rate to the “average daily balance” of your Account. We calculate the average daily balance separately for each type of balance (e.g., separately for Purchases, for Cash Advances and for each balance subject to special terms such as Balance Transfers). For each type of balance, we take the beginning balance each day (including accrued but unpaid interest charges), add new transactions (including purchases, cash advances and balance transfers) and any applicable fees, and subtract the applicable

portion of any payments or credits. This gives us the daily balance for each type of balance. Then, we add up all the daily balances for a particular type of balance for the billing cycle and divide the total by the number of days in the billing cycle. This gives us the “average daily balance” for that type of balance.

***When Interest Begins To Accrue, Grace Period*** Except as provided below, Purchases, Cash Advances and Balance Transfers begin to accrue interest from the date of the transaction (or, at our option, from the date they are posted to your Account) and continue to accrue interest until the charge is paid in full. You will have at least a 25 day grace period (“Grace Period”) on Purchases. This means you have at least 25 days from the closing date on your monthly statement to pay for new Purchases before we charge interest on them. However, the Grace Period will apply only in billing periods when (1) you paid the previous balance in full or (2) you had a previous balance of \$0.00 or a credit balance. (The previous balance is the balance identified as the New Balance on the monthly statement for the previous billing period, subject to subsequent adjustment, as appropriate.) When the Grace Period applies, we will not impose interest on (1) any new Purchases if we receive payment of the appropriate full New Balance on the monthly statement for that billing period by the due date shown on that statement or (2) the portion of the Purchase balance repaid if we receive payment of only part of the New Balance by the due date. **There is no time period within which you can avoid interest on Cash Advances or Balance Transfers.**

***Deferred Interest Balances*** If you make a purchase under a special Deferred Interest Plan promotion, we will calculate interest for each cycle as described above. To avoid such interest you must pay the total purchase amount and accrued fees and charges that are subject to deferred interest (“Promotional Balance”) **in full** by the last day of the promotional period as

shown in the Deferred Interest Charge Calculation notice on the front of your monthly statement. Making only minimum monthly payments during the promotional period will not pay off your Promotional Balance by the last day of the promotional period. If you do not pay your Promotional Balance in full by such date, then the interest that has accrued from the date of purchase through and including the last day of the promotional period (Deferred Interest Charge) will be added to your regular Purchase balance.

## FEES

The following fees may be added to your Account:

***Annual Fee*** If applicable, we will impose an Annual Fee upon Account opening and annually thereafter as long as your Account is open, or you have an outstanding balance. The amount of the Annual Fee is disclosed in the accompanying Pricing Disclosure. If your Account is subject to an Annual Fee, your Annual Fee will appear on your first monthly Statement and thereafter on the anniversary date of your Account. Annual Fees reduce the amount of credit you have available for use. If you close your Account and request a refund within 30 days of the Annual Fee being posted to your Account, the Annual Fee will be refunded except as provided in the Refund of Interest and Fees subsection. After 30 days, the Annual Fee is non-refundable, except as otherwise required by law.

***Account Maintenance Fee*** If your Account is subject an Account Maintenance Fee, the amount of the fee is disclosed in the accompanying Pricing Disclosure. Account Maintenance Fees are billed each month as long as your Account is open or you have an outstanding balance. Your payment of an Account Maintenance Fee does not affect our right to close your Account or our ability to limit transactions on your Account.

**Balance Transfer Fee** If your Account is subject to a Balance Transfer Fee, the amount of the fee is disclosed in the accompanying Pricing Disclosure. Balance Transfer Fees are charged on each Balance Transfer.

**Cash Advance Fee** If your Account is subject to a Cash Advance Fee, the amount of the fee is disclosed in the accompanying Pricing Disclosure. Cash Advance Fees are charged each time you obtain a Cash Advance.

**Foreign Transaction Fee** If your Account is subject to a Foreign Transaction Fee, the amount of the fee is disclosed in the accompanying Pricing Disclosure. Foreign Transaction Fees are charged on any transaction made in a foreign currency that is converted to U.S. Dollars.

**Late Payment Fee** If you fail to make at least the Minimum Payment Due by the Payment Due Date, you agree to pay a Late Payment Fee in the amount disclosed in your Pricing Disclosure. If this is your **first late payment within a six (6) billing cycle period**, you will be charged a **Late Payment Fee that's less than the maximum amount shown**. If you are late **again within the same six (6) billing cycle period**, the Late Payment Fee will increase to the **maximum amount disclosed** in your Pricing Disclosure. No Late Payment Fee will exceed the amount of the missed payment. For residents of Puerto Rico, the Late Payment Fee will be the **lesser of \$15 or 5% of the past due amount**, if the payment is more than 15 days late. If we increase the Late Payment Fee, we will provide advance notice as required under applicable law.

**Returned Payment Fee** To the extent not prohibited by law, if any payment is dishonored or returned for any reason (including insufficient funds or stop payment), you agree to pay a Returned Payment Fee in the amount disclosed in your Pricing Disclosure. No Returned Payment Fee will exceed the amount of the

returned or dishonored payment. If we increase the Returned Payment Fee, we will provide advance notice as required under applicable law.

***Additional Card Fee (Authorized User)*** We will impose a fee for allowing access to another person who is not responsible for the repayment of the Account. The amount of the Additional Card Fee (Authorized User) is disclosed with the accompanying Pricing Disclosure.

**REFUND OF INTEREST AND FEES** We will credit all interest and fees to your Account if you close your account within 30 days of receiving your initial Agreement and you make no charges to your Account. After such 30-day period, interest and fees generally are no longer avoidable or refundable and you will be responsible for paying all interest and fees charged to your Account.

**Paper Statement Fee** We will charge you a **\$2** monthly Paper Statement Fee on your Account in any billing cycle in which your balance is greater than **\$1** and you are sent a monthly billing statement in paper form, even if you also are provided it in electronic form. You can avoid this fee in each billing cycle that you elect to receive your monthly billing Statement exclusively in electronic form. To receive Billing Statements in electronic form, you may enroll in Paperless Communications through your Account Center. Please contact us at 1-888-549-0040 or [service@imaginecredit.com](mailto:service@imaginecredit.com) if you are not able to receive Paperless Communications or electronic disclosures.

**CONSENT TO RECEIVE ELECTRONIC DISCLOSURES** If, when you applied for your Account or accepted an offer and verified your eligibility for an Account, you agreed to receive electronic notices and disclosures in connection with your Account (whether at an electronic mail address that you provided in your Application, at a website that we designate or otherwise), then,

to the extent not prohibited by law, we may send notices concerning the availability of Statements and other notices and disclosures to you at the electronic mail address that you provided in your Application, any updated electronic mail address that you provide to us in writing, or on a website that we designate or otherwise, as mutually agreed. If you subsequently choose to receive notices and disclosures by postal mail rather than electronically, then you agree to provide us with an updated postal address in a timely manner to allow us to comply with any applicable requirements of law.

**MONITORING AND RECORDING** To ensure that you receive quality service, you agree that we may record all phone calls. These calls, between you and our representatives, are evaluated by supervisors. It is our goal to provide prompt, consistent assistance and deliver accurate information in a professional manner.

**TELEPHONE COMMUNICATION MONITORING AND CONTACTING YOU:** You agree that your telephone communications with us or any of our representatives, affiliates, agents or service providers (collectively, the "Messaging Parties") may be monitored, recorded and retained by any of the Messaging Parties. To the extent permitted by applicable law, you expressly consent to the Messaging Parties contacting you at any telephone number you provide to us, in the application or otherwise, now or in the future, or any number you have previously provided to any of the Messaging Parties, using an auto dialer, pre-recorded messages, 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, including but not limited to information about upcoming payment dates, missed payments, suspected fraud and returned payments. If any telephone number you have provided to the Messaging Parties changes, or if you cease

to be the owner, subscriber or primary user of any such telephone number, you agree to immediately give us notice of such facts so we can update our records. Standard text message and data rates may apply. You also expressly consent to the Messaging Parties sending email messages regarding your current or future applications and accounts for all products you have or may have with us 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 your current or future accounts for all products you have or may have with us. 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 communication 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 do so by writing to us at Account Services, P.O. Box 105824, Atlanta, GA 30348 or by calling us at 1-888-549-0040 or by any other reasonable means.

**NOTICE OF CHANGES IN YOUR ELECTRONIC MAIL, TELEPHONE NUMBER OR OTHER INFORMATION** You agree to notify us promptly of any change in your electronic mail address, your postal address, your home telephone number, place of employment or other information provided in your Application or otherwise provided to us from time to time, including porting a landline telephone number to a cellular number or VoIP, by

writing to us at Account Services, P.O. Box 105824, Atlanta, GA 30348-5824 or by calling us at 1-888-549-0040.

## CHANGES IN TERMS

In accordance with the terms of this Agreement and subject to the requirements of applicable law as set forth in the Governing Law provision, we may, at any time while this Agreement remains in effect (even after charging privileges have been suspended or have ended): (i) terminate this Agreement; (ii) terminate your right to make future Purchases or take future Cash Advances or Balance Transfers or other Card Account-related transactions; (iii) change your Credit Limit; or (iv) add any new terms or delete or change any existing term or condition of this Agreement relating to your Account including changing any applicable interest rate from a non-variable rate to a variable periodic rate, increasing any rate of interest, increasing or adding fees or charges, changing the method of computing the balance upon which interest is assessed or changing the date upon which interest begin to accrue, or adding a new feature or benefit (but excluding any changes to the accompanying Arbitration Provision). A change may take immediate effect, or may take effect at a specified later date, as provided in the notice.

Changes in terms may be based upon a variety of factors including, but not limited to, anti-fraud policies and procedures, your record of making timely payments and staying within your established Credit Limit on your Account with us, your credit score and information contained in your credit report and your proper maintenance of any checking account used to make your automatic payments, if applicable, and factors (economic or other) beyond your or our control. Changes that are favorable to you (that is, that do not impose any new obligation on you, or

may waive or deduce a prior obligation) may be made at any time without prior notice.

For potentially unfavorable changes (that is, changes that may impose any new or changed term or obligation), we will provide you with reasonable advance written notice and, if applicable, offer you the right to reject a change in the manner specified at the time of notice. If you reject a change as provided, you may pay off your remaining balance under your existing terms and conditions. You should notify other cardholders and destroy all Cards issued for your account to avoid further transactions. Any transaction occurring after the effective date of a change will be deemed an acceptance of the change, notwithstanding any previous rejection.

We will ordinarily notify you of changes by email, SMS text, the posting of a notice on or in your Account Center, or by including a notice with your monthly billing statement. If a change is unavoidable (such as a change imposed or required by law or system limitation) or if you fail to reject a change as provided in your notice, then the change will take effect as described in the ordinary course. Except as expressly provided in your notice, your obligation to pay all amount under this Agreement will not change.

**ASSIGNMENT; TRANSFER** We may sell, assign or transfer all or any portion of your Account and all or any portion of our rights under this Agreement to any other person without prior notice to you. You may not sell, assign or transfer any of your rights under this Agreement.

**LOST CARDS AND UNAUTHORIZED USE** Contact us immediately if you believe your Card has been lost or stolen. Telephoning is the best way to minimize your possible losses. If you believe that your Card has been lost or stolen, or that someone has made a Purchase on or transferred or may transfer

money from your Account without your permission, call us at 1-888-576-9432. You will not be liable for any such unauthorized use that occurs after you notify us. You may, however, be liable for such unauthorized use that occurs before you notify us. In any case, your liability for such unauthorized use will not exceed \$50. *Under Visa's "Zero Liability Policy" you may incur no liability for unauthorized use of your card up to the amount of the unauthorized transaction provided that you notify us within a reasonable time of the loss or the theft of your card, card number or pin or its unauthorized use. Replacement funds are provided on a provisional basis and may be withheld, delayed, limited or rescinded by us based on gross negligence or fraud, a delay in reporting unauthorized use, an investigation and verification of a claim and account standing and history.*

## CREDIT REPORTS AND INFORMATION

***Credit Reports*** You authorize us to make or have made any credit, employment, or other investigative inquiries we deem appropriate to renew, review or collect amounts owed to us on your Account. We also may obtain follow-up credit reports on you for any lawful purpose if your Account remains open or as long as you have an outstanding balance Upon your request to us at Account Services, P.O. Box 105824, Atlanta, GA 30348-5824, we will inform you of the name and address of each consumer reporting agency from which we obtained a consumer report, if any, relating to you. We may also obtain information about your credit worthiness and employment from others.

***Notice of Information Reporting*** 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 report.

***Information Sharing*** You acknowledge and agree that we may share information about you with others in accordance with our

[Privacy Notice](#) (a copy of which we will provide to you and may be obtained from [www.imaginecredit.com/my-account](http://www.imaginecredit.com/my-account) as it is in effect from time to time).

***Notice of Inaccurate Information*** If you believe that we have information about you that is inaccurate or that we have reported or may report to a credit reporting agency information about you that is inaccurate, please notify us of the specific information that you believe is inaccurate by writing to us at Account Services, P.O. Box 105824, Atlanta, GA 30348-5824.

### **ARBITRATION PROVISION (AGREEMENT TO ARBITRATE CLAIMS)**

Any Claim (as defined below) will be resolved by binding arbitration pursuant to this Arbitration Provision by Judicial Arbitration and Mediation Services (“JAMS”) or the American Arbitration Association (“AAA”) (each an “Administrator”), as selected by the party electing arbitration. Streamlined arbitration procedures will be used if available. If both AAA and JAMS cannot or will not serve and the parties are unable to select a new administrator by mutual consent, the administrator will be selected by a court with jurisdiction. Any party initiating an arbitration shall certify that the demand for arbitration complies with the requirements of Federal Rule of Civil Procedure 11(b) and that the party has complied with the claim notice and meet and confer provisions of this Arbitration Provision. Neither party may elect to arbitrate an individual Claim brought in small claims court (or your state’s equivalent court, if any). However, if a Claim that is brought in small claims court is transferred or appealed to a different court, either party may elect arbitration.

***Right To Reject Arbitration.*** You may reject this Arbitration Provision. If you do so, neither you nor we will have the right to engage in arbitration. Rejecting this Arbitration Provision will

have no effect on any of the other provisions in this Agreement. To reject this Arbitration Provision, you must send us your written rejection within 60 days after we open your Account, to Account Services Dispute Resolution, P.O. Box 105374, Atlanta, GA 30348; ATTN: Consumer Credit Arbitration. In your letter, you must give us the following information: Name, Address and Account number. The right to reject granted here applies solely to this Arbitration Provision, and not to any other provision of this Agreement, or to any other agreement with us. In the event of a dispute over whether you have provided a timely rejection notice, you must provide proof of delivery.

***Rejection to Changes to Arbitration Provision.*** We will provide you with at least 30 days' advance written notice of any proposed new or deleted term or change in terms of this Arbitration Provision. You will have a fresh right to reject any such proposed changes (and only such proposed changes) within 60 days of the effective date of any new, deleted, or changed terms in the same manner as specified above for the original provision.

***Significance of Arbitration; Limitations and Restrictions.*** IF YOU OR WE CHOOSE TO RESOLVE A CLAIM BY BINDING ARBITRATION, NEITHER YOU NOR WE WILL HAVE THE RIGHT TO (i) HAVE A COURT OR JURY DECIDE THE CLAIM BEING ARBITRATED (ii) ENGAGE IN PRE-ARBITRATION DISCOVERY (THAT IS, THE RIGHT TO OBTAIN INFORMATION FROM THE OTHER PARTY) TO THE SAME EXTENT THAT YOU OR WE COULD IN COURT, (iii) PARTICIPATE AS A REPRESENTATIVE OR MEMBER OF ANY CLASS OF CLAIMANTS IN A CLASS ACTION, IN COURT OR IN ARBITRATION, RELATING TO ANY CLAIM SUBJECT TO ARBITRATION OR (iv) JOIN OR CONSOLIDATE CLAIMS OTHER THAN YOUR OWN OR OUR OWN. OTHER RIGHTS AVAILABLE IN COURT MAY NOT BE AVAILABLE IN ARBITRATION.

**Except as set forth below, the arbitrator's decision will be final and binding.** Only a court may decide the validity of items (iii) and (iv) above. If a court holds that items (iii) or (iv) are limited, invalid or unenforceable, then this entire Arbitration Provision will be null and void. You or we can appeal any such holding. If a court holds that any other part(s) of this Arbitration Provision (other than items (iii) and (iv)) are invalid, then the remaining parts of this Arbitration Provision will remain in force. An arbitrator will decide all other issues pertaining to arbitrability, validity, interpretation and enforceability of this Arbitration Provision. The decision of an arbitrator is as enforceable as any court order and may be subject to very limited review by a court. An arbitrator may decide a Claim upon the submission of documents alone, or a party may request a telephonic hearing if permitted by applicable rules. The exchange of non-privileged information relevant to the Claim, between the parties, is permitted and encouraged. Either party may submit relevant information, documents or exhibits to the arbitrator for consideration in deciding a Claim.

***CLASS ACTION AND JURY TRIAL WAIVER.*** IF YOU OR WE CHOOSE TO RESOLVE A CLAIM BY BINDING ARBITRATION, NEITHER YOU NOR WE WILL HAVE THE RIGHT TO (i) HAVE A COURT OR JURY DECIDE THE CLAIM BEING ARBITRATED (ii) PARTICIPATE AS A REPRESENTATIVE OR MEMBER OF ANY CLASS OF CLAIMANTS IN A CLASS ACTION, IN COURT OR IN ARBITRATION, RELATING TO ANY CLAIM SUBJECT TO ARBITRATION OR (iii) JOIN OR CONSOLIDATE CLAIMS OTHER THAN YOUR OWN OR OUR OWN. OTHER RIGHTS AVAILABLE IN COURT MAY NOT BE AVAILABLE IN ARBITRATION. Only a court may decide the validity of items (ii) and (iii) above. If a court holds that items (ii) or (iii) are limited, invalid or unenforceable, then this entire Arbitration Provision will be null and void. You or we can appeal any such holding. If a court holds that any other part(s) of this Arbitration Provision (other

than items (ii) and (iii)) are invalid, then the remaining parts of this Arbitration Provision will remain in force. An arbitrator will decide all other issues pertaining to arbitrability, validity, interpretation and enforceability of this Arbitration Provision.

***Broad Meaning of "Claims."*** The term "Claims" in this Arbitration Provision is to be given the broadest possible meaning and includes (by way of example and without limitation) (A) Claims arising from or relating to (i) the application for or issuance of your Account, (ii) use, terms, change in terms or addition of terms, closing or collection of your Account or this Agreement, and (iii) advertisements, promotions or oral or written statements related to your Account, including any Claims regarding information obtained by us from, or reported by us to, credit reporting agencies or others, (B) Claims between you and our parent corporations, wholly or majority owned subsidiaries, affiliates, predecessors, successors, assigns, agents, independent contractors, service providers, employees, officers, directors or representatives arising from your Account or this Agreement and (C) Claims regarding the validity, enforceability or scope of this Arbitration Provision or this Agreement.

***Claim Notice; Meet and Confer.*** Informal efforts to resolve claims can result in prompt and efficient resolutions. Before starting an arbitration or a lawsuit, the party seeking to commence a proceeding (the "Claimant") must give the other party (the "Respondent") written notice of the Claim (a "Claim Notice"). Claim Notice must be sent to us at Account Services Dispute Resolution, P.O. Box 105374, Atlanta, GA 30348; ATTN: Consumer Credit Arbitration. We may send a Claim Notice to you at any address we have for you in our records. The Claim Notice must explain in reasonable detail the nature of the Claim and include any supporting facts, the requested relief, the Claimant's address and phone number, and the Claimant must sign it. A

notice or letter stating that any amount you owe us is past due will serve as a Claim Notice.

The Claimant and Respondent must try to resolve the Claim on an individual basis and without filing an arbitration or a lawsuit for at least 30 days (the “Pre-Filing Period”). During the Pre-Filing Period, either party may request that the parties participate personally in a meeting (a “Meet-and-Confer”) which may occur in person, virtually, or by conference call to attempt in good faith to resolve the Claim. The Meet-and-Confer is limited to Claims between you and us. If you are represented by counsel, your counsel may also participate in the Meet-and-Confer. We may participate through any of our representatives.

The Claimant may not start an arbitration or lawsuit until the Claimant complies in full with this requirement. The Claim Notice shall not apply to claims that are asserted only as counterclaims. The statute of limitations for any Claim will be tolled for 60 days following service of a proper Claim Notice.

***Arbitration Procedure and Costs.*** To file a Claim or for other information about JAMS and AAA, write them, visit their web site or call them at: (i) for JAMS, 18881 Von Karman Ave, Suite 350, Irvine, CA 92612 or <http://www.jamsadr.com>, 1-949-224-1810 or (ii) for AAA, 120 Broadway, Floor 21, New York, NY 100271 or, <http://www.adr.org>, 1-800-778-7879. JAMS Streamlined Arbitration Rules & Procedures shall apply if JAMS is the Administrator and the Consumer Arbitration Rules shall apply if AAA is the Administrator. Furthermore, the Mass Arbitration Procedures and Guidelines (JAMS) or Mass Arbitration Supplementary Rules (AAA) shall apply if the Administrator’s definition of Mass Arbitration is met. If either party fails to submit to arbitration following a proper demand to do so, that party will bear the costs and expenses, including reasonable attorneys’ fees, incurred by the party compelling arbitration. Any

physical arbitration hearing that you attend will be held in the federal judicial district where you live at the time the Claim is filed.

The Administrator will decide each party's share of arbitration fees and costs for arbitration based on the law and its rules but in no event will you pay more than the cost of filing a lawsuit in state court. Each party shall bear his or her own attorneys' fees and costs, such as witness and expert witness fees; however, if a party prevails on a Claim in arbitration that, by law, requires an award of attorney fees and costs, the arbitrator will award those fees and costs in accordance with such law. The parties agree that the provisions Federal Rule of Civil Procedure 68 shall apply to any Claim and be enforced by the arbitrator. Again, neither you nor we will be permitted to arbitrate claims on a class-wide (that is, on other than an individual) basis. An arbitration proceeding can decide only your or our Claims. You cannot join other parties (or consolidate Claims) except with respect to persons who use your Account.

***Governing Law for Arbitration.*** This Arbitration Provision is made pursuant to a transaction involving interstate commerce, and will be governed by the Federal Arbitration Act ("FAA"), 9 U.S.C. §§ 1 et seq., as amended, to the extent state law is applicable under the FAA, the laws of Utah (without regard to internal principles of conflict of laws). We receive your acceptance of this Arbitration Provision (by activation of your Card, use of your Account or constructive assent by other means) and any related opt-out notices, in Utah. The arbitrator will apply applicable substantive law consistent with the FAA and applicable statutes of limitations and will honor claims of privilege recognized at law. Judgment upon any arbitration award may be entered and enforced, including without limitation by garnishment, attachment, foreclosure or other post-judgment remedies, in any court having jurisdiction.

**Mass Filing.** If a claim is part of a Mass Arbitration as defined under the AAA's Mass Arbitration Supplementary Rules or JAMS' Mass Arbitration Procedures and Guidelines, the parties agree that the additional procedures in this subsection shall apply. The parties further acknowledge that electing to be part of a Mass Arbitration may delay the adjudication of a Claim. For claims that are part of a Mass Arbitration, counsel for the parties shall each select 10 claims from each side (20 claims total) to proceed to individual hearings ("Stage One"). The evidentiary hearing for each claim in Stage One shall begin within 150 days of the date of the filing of the claim. Within 30 days of the conclusion of the last evidentiary hearing of Stage One, the parties shall promptly engage in a global mediation for the remaining claims. If the parties are unable to resolve the remaining claims through mediation within 45 days of the mediation session, counsel for each side shall select 20 claims (40 claims total) to proceed in individual hearings ("Stage Two"). The evidentiary hearings for all claims in Stage Two shall begin within 120 days of the date that the Stage Two claims are selected. The parties shall participate in another global mediation session for the remaining claims within 30 days of the conclusion of the last evidentiary hearing for Stage Two. If the remaining claims are not resolved, the Administrator shall administer the remaining claims in concurrent batches of 50 claims ("Stage Three"), with each batch assigned to one arbitrator, who shall conduct individual arbitrations.

**Public Injunctive Relief Under California Law.** In any action in California state or federal courts including a Claim for public injunctive relief under California law, whether such a Claim is correctly one for public injunctive relief or private injunctive relief shall be determined by a court and any adjudication of a Claim for public injunctive relief shall be determined by a court, but any Claim seeking monetary relief shall be arbitrated. In such cases the parties agree and will request that the court stay

the request for public injunctive relief until the arbitration award pertaining to the individual monetary relief has been determined by an arbitrator and entered in court. In no event will an action for public injunctive relief be arbitrated; this provision will be deemed null and void in the event California law and/or federal law preempting California law changes to permit the waiver of a public injunctive relief claim in an arbitration agreement.

**Except as set forth below, the arbitrator's decision will be final and binding.** The decision of an arbitrator is as enforceable as any court order and may be subject to very limited review by a court. An arbitrator may decide a Claim upon the submission of documents alone, or a party may request a virtual hearing if permitted by applicable rules. Either party may submit relevant information, documents or exhibits to the arbitrator for consideration in deciding a Claim. Except for: (a) FAA appeal rights; and (b) Claims involving more than \$20,000 (including Claims for an order where compliance could cost more than \$20,000), the arbitrator's award will be final and binding. For Claims involving more than \$20,000, either party may appeal the award to a three-person panel selected per this Clause. The panel will revisit from the start any part of the initial award either party has appealed. The panel's decision will be final and binding except for any FAA appeal right.

***Continued Effect of Arbitration Provision.*** This Arbitration Provision will continue to govern any Claims that may arise without regard to any termination or cancellation of your Account. If any portion of this Arbitration Provision (other than the provisions prohibiting class-wide arbitration, joinder or consolidation) is deemed invalid or unenforceable under the FAA, it will not invalidate the remaining portions of this Arbitration Provision. If a conflict or inconsistency arises between the code of procedures of the selected arbitration

administrator and this Arbitration Provision, this Arbitration Provision will control.

**DELAY IN ENFORCEMENT** We can delay or waive enforcing any of our rights under this Agreement or under applicable law without losing any of those rights or any other rights. Even if we do not enforce our rights or remedies at any one time, we may enforce them at a later time.

**SEVERABILITY** Except as otherwise expressly provided in the Arbitration Provision, if any provision of this Agreement is finally determined to be void or unenforceable under applicable law, rule or regulation, all other provisions of this Agreement shall still be valid and enforceable. Certain provisions of this Agreement are stated as being subject to applicable law. Such provisions may be void, unenforceable or inapplicable in some jurisdictions.

**ENTIRE AGREEMENT** This Agreement, including any other written, oral or electronic document incorporated into and made a part of this Agreement, is the entire agreement between you and us relating to your Account and supersedes any other prior or contemporaneous agreement between you and us relating to your Account. If there is any conflict between any one of these documents and this Agreement, the terms of this Agreement control. This Agreement may not be amended except in accordance with the other provisions of this Agreement.

**GOVERNING LAW FOR CREDIT** This Agreement, and any claim, dispute or controversy (whether in contract, tort, or otherwise) at any time arising from or relating to this Agreement, are governed by and construed in accordance with applicable federal law and, to the extent not preempted by federal law, the laws of Utah (without regard to internal principles of conflict of laws), except that the arbitration provision is governed by the

Federal Arbitration Act, 9 U.S.C. §§ 1 et seq. The legality, enforceability and interpretation of this Agreement and the amounts contracted for, charged and reserved under this Agreement will be governed by such laws. You agree that this Agreement is made, executed and delivered in Utah and that WebBank makes all credit decisions, open all accounts and issue all proceeds from, impose all fees and charges in and receive all payments from you, in WebBank's offices in Utah. To the extent not preempted by federal law or subject to Utah law, for purposes of state law compliance, in Maryland we have elected Section 12-103(a)(1) of the Interest and Usury statute and the Revolving Credit Accounts statute (Md. Com. Law Code § 12-103(a)(1) and §§ 12-501 et seq.).

YOU ACKNOWLEDGE THAT YOU HAVE RECEIVED (ELECTRONICALLY OR OTHERWISE) AN EXACT, COMPLETELY FILLED-IN, LEGIBLE COPY OF THIS AGREEMENT, HAVE READ IT AND AGREE TO ITS TERMS.

#### NOTICE TO THE BUYER

1. DO NOT SIGN THIS AGREEMENT BEFORE YOU READ IT OR IF IT CONTAINS ANY BLANK SPACES.
2. YOU ARE ENTITLED TO AN EXACT, COMPLETELY FILLED IN COPY OF THE AGREEMENT YOU SIGN.
3. YOU HAVE THE RIGHT TO PAY, IN ADVANCE, THE FULL AMOUNT DUE.

**CA RESIDENTS:** Interest is compounded on unpaid amounts.

**MD RESIDENTS:** You have the right under Section 12-510 of the Commercial Law Code to receive an answer to your written inquiry regarding the status of your account.

**MO RESIDENTS:** Oral agreements or commitments to loan money, extend credit or to forbear from enforcing repayment of a debt including promises to extend or renew such debt are not enforceable. To protect you (borrower) and us (creditor) from 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.

**NH RESIDENTS:** This Agreement provides for reasonable attorneys' fees to be awarded to us in an action against you involving this Agreement. Reasonable attorney's fees will be awarded to you if you prevail in any action, suit or proceeding brought by us; or an action brought by you. If you successfully assert a partial defense or set-off, recoupment or counterclaim to an action brought by us the court may withhold from us the entire amount or such portion of the attorney fees as the court considers equitable.

**NJ RESIDENTS:** Because certain provisions of this agreement are subject to applicable law, they may be void, unenforceable or inapplicable in some jurisdictions. None of these provisions, however, is void, unenforceable or inapplicable in New Jersey.

**WI RESIDENTS:** No provision of a marital property agreement, a unilateral statement under Section 766.59 or a court decree under Section 766.70 adversely affects the interest of the creditor unless the creditor, prior to the time the credit is granted, is furnished a copy of the agreement, statement or decree or has actual knowledge of the adverse provision when the obligation to the creditor is incurred.

**BUYER/CARDHOLDER** Your name and address, our name and address and the date on any Application or any other document or record you sign in connection with your Account are incorporated here and made a part of this Agreement and

represent your name and address, our name and address, and the date on this Agreement. An electronic record of your request for or acceptance of an Account or the consummation of a sales transaction under this Agreement can represent your signature on this Agreement.

## CREDITOR /s/ WebBank

**Rev. Date: August 2025**

## BILLING RIGHTS NOTICE

*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:

Account Services Dispute Resolution  
P.O. Box 105374 Atlanta, GA 30348-5374

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 are necessary if your purchase was based on an advertisement we mailed to you, or if we own the company that sold you the goods or services.)
2. You must have used your credit card for the purchase. Purchases made with cash advances from an ATM or with a check that accesses your credit card account do not qualify.
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:

Account Services Dispute Resolution  
P.O. Box 105374  
Atlanta, GA 30348-5374

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.