

Mission Lane Visa

# Cardholder Agreement

[Legal](#) > [Cardholder Agreements](#) > The Mission Lane Visa<sup>®</sup> Credit Card Issued by WebBank

## The Mission Lane Visa<sup>®</sup> Credit Card Issued by WebBank

**Rates and Fees Table**

## Interest Rates and Interest Charges

<b>Annual Percentage Rate (APR) for Purchases</b>	<b>19.99% - 33.99%</b> This APR will vary with the market based on the Prime Rate.
<b>APR for Cash Advances</b>	<b>19.99% - 33.99%</b> This APR will vary with the market based on the Prime Rate.
<b>How to Avoid Paying Interest on Purchases</b>	Your due date is at least 23 days after the close of each billing cycle. We will not charge you any interest on purchases if you pay your New Balance in full by the due date each month.
<b>Minimum Interest Charge</b>	If you are charged interest, the charge will be no less than \$0.50.
<b>For Credit Card Tips from the Consumer Financial Protection Bureau</b>	To learn more about which factors to consider when applying for or using a credit card, check out the website of the Consumer Financial Protection Bureau at <a href="http://www.consumerfinance.gov/learnmore">http://www.consumerfinance.gov/learnmore</a> .

## Fees

<b>Annual Fee</b>	<b>\$0 to \$59.</b>
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<p><b>Transaction Fee</b> Cash Advance</p>	<p>Either <b>\$5</b> or <b>8%</b> of the amount of each cash advance, whichever is greater.</p>
<p><b>Transaction Fee</b> Foreign Transaction</p>	<p><b>3%</b> of each transaction in U.S. dollars</p>
<p><b>Penalty Fees</b> Late Payment</p> <p>Returned Payment</p>	<p>Up to <b>\$41</b></p> <p>Up to <b>\$41</b></p>

**How Will We Calculate Your Balance:** We use a method called “Daily Balance (including new transactions).” See the Card Agreement below for more details.

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

**Additional Rate Information:** A variable APR may change quarterly. The variable APR is determined by adding a margin of 12.49% to 26.49% for Purchases and 12.49% to 26.49% for Cash Advances to the Prime Rate. The Prime Rate used to determine a variable APR is the highest rate of interest listed as the U.S. Prime Rate in the Money Rates section of the online Wall Street Journal ([www.wsj.com](http://www.wsj.com)) as of the 26th day of the calendar months of March, June, September, and December. If the Prime Rate has changed, the new rates will take effect on the first day of the first Billing Cycle that starts after the change. Any increase in the Prime Rate may increase your interest charges and your Minimum Payment Due. The daily periodic rates for Purchases are 0.05476 to 0.09312. The daily periodic rates for Cash

Advances are 0.05476 to 0.09312. The variable APRs are as of 4/26/2025, based on a Prime Rate of 7.5%.

# The Mission Lane Visa<sup>®</sup> Credit Card Agreement

Welcome to your Mission Lane Visa<sup>®</sup> Credit Card Account. Please read this Agreement and keep a copy for your records. Let's get started!

## 1. Definitions

**Account** means your Mission Lane Visa<sup>®</sup> Credit Card account with WebBank. Your Account is issued by WebBank, Salt Lake City, UT, pursuant to a license from Visa U.S.A. Inc. WebBank is the creditor and card issuer.

**Agreement** means this document, including the Rates and Fees Table and other documents or disclosures incorporated by reference.

**Billing Cycle** means the period of time between two statement closing dates for your Account.

**Card** means any WebBank card, access device (including any physical, digital, or virtual card(s)), or other number or device that may be used to access your Account to obtain credit.

**Cash Advance**, if offered, means the use of your Account for:

- Obtaining cash from participating ATMs, financial institutions, or other locations; and
- Cash-like transactions, such as online gambling; peer to peer transfers; making a payment on a loan; making a payment using a third party service; or purchases of foreign currency, cryptocurrency, money orders, wire transfers, travelers' checks, lottery tickets, casino gaming chips (physical or digital), wagers, or other similar items.

**Purchase** means the use of your Account to buy or lease goods or services at participating merchants. Cash Advances are not considered Purchases.

**Rates and Fees Table** means the document entitled “Rates and Fees Table,” which lists the APRs that apply to your Account and other important information.

**Transaction Date** means the date shown on your billing statement for a transaction or fee.

**We, Us,** and **Our** refer to WebBank, the issuer of your Card.

**You, Your** or **Yours** refer to you (the applicant for the Account), and any other person(s) responsible for complying with this Agreement.

Capitalized terms not defined here commonly refer to terms used on your Account billing statement.

## 2. Your Agreement with Us

By using, or permitting others to use, your Card or Account, you’re agreeing to be bound by this Agreement. Even if you don’t use your Card or Account, this Agreement will take effect unless you contact us to cancel your Account within 30 days after we sent you the Card.

**This Agreement includes an Arbitration Agreement. If there is a dispute between you and us, and the dispute is covered by the Arbitration Agreement, then either you or we may require the dispute to be resolved by arbitration. This means that: (1) the dispute would be decided by an arbitrator, not a court; (2) you and we will not have the right to a jury or court trial to resolve the dispute; and (3) you and we will not have the right to pursue a claim as a class action. You have the right to reject the “Arbitration Agreement with Class Action and Jury Trial Waiver” as explained in that section.**

## 3. Military Borrowers

**Statement of MAPR:** 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(s) may not exceed an Annual Percentage Rate of thirty-six percent (36%). 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).

**Oral Disclosures:** Before agreeing to this Agreement, please call (844) 885-2921, anytime 24/7, to hear an important disclosure for Covered Borrowers (as defined below) and information about the payment obligation relating to an Account.

**Military Lending Act Compliance:** This Agreement shall be interpreted to comply with the Military Lending Act and its implementing regulations (“MLA”), including its restrictions on permissible loan terms and limitations on interest and fees. A consumer becomes a “Covered Borrower” who is entitled to the Limitations on Terms of Consumer Credit Extended to Service Members and Dependents pursuant to a determination made in accordance with 32 C.F.R. 232.5(b). The Arbitration Agreement with Class Action and Jury Trial Waiver does not apply to a Covered Borrower. The limitations on interest and fees apply to individuals during the period that they are Covered Borrowers (a consumer ceases to be a Covered Borrower when he or she is no longer a member of the Armed Forces serving on active duty or a dependent of such member, as defined under 32 C.F.R. 232.3(g).) Any interest or fees in excess of the permitted limit shall be reduced by the amount necessary to satisfy that limit and any amounts collected in excess of the permitted limit shall be refunded by crediting the Covered Borrower’s Account or by making a direct payment to the Covered Borrower. Any provision of this Agreement that is inconsistent with the Military Lending Act shall not apply.

## 4. Your Account

**You have the following responsibilities related to your Account:**

- You can only use your Account for personal, family, or household purposes. You **can't** use your Account for business, online gambling, or illegal purposes. If you do:
  - We may block such transactions and/or terminate your Account.
  - You'll be in default under this Agreement.
  - You'll have to pay us for those transactions and all other transactions on your Account at the time it's closed, as well as any damages and/or expenses resulting from that prohibited use.
- You may not use your Account in any way, including Cash Advances, to pay your Account or any other form of credit account you may have with us.
- Sign your Card immediately once you receive it.
- Return the Card to us or destroy it if we ask you to.
- Take reasonable steps to protect your Account and prevent the unauthorized use of your Card, Account, Account Information and/or information enabling Account access, any device you use to access and/or use your Account (including digital wallets and Electronic Devices).

You are responsible for the actions taken on your Account by anyone to whom you have provided shared access to your Account.

We may decline a transaction at our sole discretion, even if the transaction wouldn't cause your Account to go over your credit limit or your Account isn't in default. We will not be liable to you if we decline a transaction, or if anyone refuses to accept your Card for any reason. We're also not responsible for any losses that you may incur if/when our services are unavailable due to factors beyond our control.

We may cancel your current Card and issue you a replacement or substitute Card at any time, as permitted by law.

### **Credit Limit**

We assign a credit limit to your Account, which is the dollar amount of credit available to borrow on your Account. We may allow you to use a portion of the credit limit for Cash Advances. We tell you these credit limits at Account opening and as stated on your credit card mailer. We may refer to your credit

limits as “credit lines.” There may be a limit on the amount of Cash Advances you can take in a given time period. We may increase or decrease your Account credit limit or your Cash Advance credit limit without advance notice.

You must manage your Account to stay below your credit limits. If you do not, we may request immediate payment of the amount by which you exceed your credit limit. At our discretion, we may authorize transactions that could cause your balance to exceed your credit limit. If we do, these transactions won't increase your credit limit. You're responsible for paying these transactions. We may also increase, decrease, restrict, or cancel your credit limit for any Purchases or Cash Advances at any time at our discretion. These actions don't impact your obligation to repay your Account.

### **Promise to Pay**

You promise to pay us for all amounts charged to the Account or due under this Agreement, including all transactions, interest or fees, and other charges. You're obligated to repay us for all transactions made by you and/or by other people you have allowed to use the Card, even if their use of the Card exceeds the authorization you gave them, the Card is not present, the transaction wasn't signed for, or the transaction was made using a mobile wallet.

### **Using a PIN**

We may assign you a Personal Identification Number (PIN) for Cash Advances. You **won't** need to use a PIN for Purchases. Keep your PIN secure. Don't write it down, give it to anyone, or keep it with your Card. If you lose your Card or believe the confidentiality of your PIN has been compromised in any way, please reach out to us immediately.

### **Use of Electronic Devices**

In some cases, you may be able to use mobile devices (or handheld computers) such as smartphones, e-readers, tablets, watches, or other electronic devices (“Electronic Devices”) to store and/or access Card or Account information, which can be used to make transactions using the Account (for example, using a digital wallet on a cell phone to make a Purchase). If you choose to use any services that enable Electronic Devices to function in this manner, the provider of such services may have separate terms and conditions that govern your use of the services. We are not liable if you violate such terms and are

not liable for any consequences of such violation. Except as otherwise provided by applicable law, you will be liable for all transactions made using Electronic Devices. If you have any questions, disputes or complaints about Electronic Device services, you should contact the provider of such services in the first instance. If you activate digital payments on an Electronic Device using your Card, you agree that you will not provide such Electronic Device to any person you do not authorize to use the Card or Account or allow any such person to use such Electronic Device.

## 5. Interest Charges and Fees

As disclosed in the Rates and Fees Table above we'll charge interest and fees to your Account.

**Interest Rates:** We use daily periodic rates and corresponding APRs to determine the interest charged on balances on your Account. The daily periodic rate is the corresponding APR divided by 365 days. Information on the daily periodic rates and APRs may be found at the bottom of the Rates and Fees Table.

**How We Calculate Interest:** We use the daily balance method (including new transactions), which includes daily compounding of interest, to calculate interest on your Account. We calculate interest charges each Billing Cycle by first figuring the "daily balance" for each "Balance". A "Balance" is a group of transactions that are subject to the same terms (*e.g.*, standard Purchases or Cash Advances). Your Balances will be reflected on your periodic statement. You will receive a periodic statement for each Billing Cycle at the end of which your Account has a debit or credit balance of more than \$1 or on which a finance charge has been imposed. To get the daily balance for a Balance, we start with the ending balance for the prior day. We add any new transactions and fees as of the later of the Transaction Date or the first day of the Billing Cycle in which the transaction or fee posted to your Account. We add Cash Advance Fees to the applicable Cash Advance Balance. We add all other fees to the standard Purchase Balance. We subtract any new credits and payments. We make other adjustments (including those adjustments required in the grace period section). We multiply the daily balance for each Balance each day by its daily periodic rate and add that amount to that day's balance to get the ending balance. (Any daily balance that is a credit balance is treated as zero.) We do this for each day in the Billing Cycle. The

sum of the daily interest charges for all the Balances is the total interest charge for the Billing Cycle. You authorize us to round the interest charges on a Balance to the nearest cent. Due to rounding or minimum interest charge, the interest calculation may vary from the interest charge actually assessed.

**When Interest Charges Begin:** Interest charges begin to accrue on Purchases and Cash Advances from the later of the Transaction Date or the first day of the Billing Cycle in which the transaction posts to your Account, and accrue on interest and fees from the post date. Interest charges continue to accrue until you pay in full. If offered, the terms for a promotional offer will be provided with the promotion prior to the transaction and those terms shall govern with respect to that particular Balance.

**How to Avoid Paying Interest on Purchases:** As long as you pay the New Balance on your current billing statement by the Payment Due Date shown on that billing statement (or your New Balance was zero or a credit amount), we will not impose interest charges on New Purchases (also known as the “grace period”). “New Purchases” are Purchases that first appear on the next billing statement. Interest will continue to accrue each day on Purchases that appeared on previous billing statements until you pay the New Balance in full and will be billed in the next Billing Cycle. There is no grace period on Cash Advances. Interest on Cash Advances accrues immediately and you will owe interest in the following month, even if you pay your New Balance in full.

**How We Apply Payments May Impact Your Grace Period:** If you do not pay your New Balance in full each month, then, depending on the Balance to which we apply your payment, you may not get a grace period on New Purchases.

## **Fees**

The Fees disclosed to you in the Rates and Fees table above are generally considered Purchases once charged to your Account, unless it is a Cash Advance Fee or as otherwise specified. We may increase interest charges or Fees as described in the Changes in Terms section of this Agreement, or in the Rates and Fees Table.

**Annual Fee:** If your Account includes an Annual Fee, the fee will be added to your standard Purchase Balance on the last day of the Billing Cycle in which you first use your Account. If you do not activate and use your Account, the Annual Fee will be added to your standard Purchase Balance on the last day of the twelfth month after account opening. The Annual Fee will be charged annually thereafter until your

Account is closed and the balance is paid in full (even if you don't use the Account or if you don't have active charging privileges).

**Late Payment Fee:** If we don't receive at least the Minimum Payment due on your Account by the Payment Due Date, we may charge you a Late Payment Fee. The Late Payment Fee will be \$30.00 if you did not incur a Late Payment Fee during any of the prior six Billing Cycles; otherwise, the Late Payment Fee will be \$41.00. This fee will never exceed the Minimum Payment Due that was due immediately prior to the date on which the fee was assessed.

**Returned Payment Fee:** If the payment you offer to us is not honored, is returned unpaid, or cannot be processed, we may charge you a Returned Payment Fee even if the payment is honored after we re-submit it. The Returned Payment Fee will be \$30.00 if you did not incur a Returned Payment Fee during any of the prior six Billing Cycles; otherwise, the Returned Payment Fee will be \$41.00. This fee will never exceed the Minimum Payment that was due immediately prior to the date on which the payment was returned to us.

**Cash Advance Fee:** At our discretion, you may use your Account to receive Cash Advance(s) from us. For each Cash Advance, we may charge a fee as stated in the Rates and Fees Table. The Cash Advance Fee will be added to your Cash Advance Balance.

**Foreign Currency Conversion:** If a Purchase or Cash Advance is made in a currency other than U.S. dollars, the transaction will be converted by the network shown on your Card (e.g., Visa) into a U.S. dollar amount in accordance with the network's operating regulations or conversion procedures in effect at the time the transaction is processed. The currency conversion rate in effect on the processing date may differ from the rate in effect on the Transaction Date or posting date. If a third party, such as a merchant or ATM operator, converts the transaction into U.S. dollars before sending the transaction to the network, the third party chooses the conversion rate instead of the network. An ATM operator might also add a fee to the ATM transaction amount for the ATM transaction(s) they process. We do not have control over third party conversions or fees.

**Foreign Transaction Fee:** We apply a fee to any foreign transaction in the amount shown on the Rates and Fees Table. A transaction is a "foreign transaction" if it is (1) made in a currency other than U.S. dollars or (2) made or processed in whole or in part outside of the United States. For example, a

Purchase is a foreign transaction if it is made online with a merchant that processes the transaction in a foreign country, and an ATM transaction in a foreign country is a foreign transaction even if the transaction is made in U.S. dollars. If you make a Foreign Transaction and later receive a refund for the transaction, the Foreign Transaction Fee will not be reversed.

## 6. Payments

You may pay all or part of your Account balance at any time.

**Minimum Payment:** Each Billing Cycle, you must pay at least the Minimum Payment by the Payment Due date and cut-off time shown on your statement (“Payment Due Date”). Your “Minimum Payment” is equal to the greater of (i) \$25, or (ii) 1% of your New Balance, rounded to the next highest dollar, plus any fees assessed during the Billing Cycle (excluding any Annual Fee), plus new interest charges, and plus any past-due amounts. If your New Balance is less than \$25, your Minimum Payment will equal the amount of your New Balance.

Your statement will tell you your Minimum Payment due, your New Balance, and your Payment Due Date.

If you make a payment greater than your Minimum Payment, you’re still obligated to pay at least your Minimum Payment on your next statement by the Payment Due Date on that statement. Credits to your Account, such as from merchants, are generally not considered payments and don’t reduce your Minimum Payment due.

**Making Payments:** You must make your payment in U.S. dollars from a U.S. deposit account in a form acceptable to us. We do not accept cash payments. At our discretion, we may accept payments in another form of currency and charge you our conversion costs. You also may not make payments with funds from your Account or any other credit account with us. You must follow the payment instructions shown on your statement. In our discretion, we may reject any payments that do not comply with our payment instructions. If we accept a nonconforming payment, we may delay crediting your Account, which may result in additional interest charges. Please follow the payment instructions on your statement, unless we tell you otherwise.

**Other Payment Services:** We encourage you to schedule automated recurring payments. We also may make services available that allow you to make faster payments either by phone or through your online dashboard. We are not responsible if your financial institutions reject payments made using one of these services.

If you ask someone else to make a payment on your behalf, we may be able to process that third-party payment. We also may refuse to accept that payment. If we do accept it, you're responsible for the payment regardless of it being returned or rejected.

**Payment Allocation:** We'll apply credits or payments you make toward Account balances up to the amount of your Minimum Payment at our discretion, including in a manner most favorable or convenient for us. Generally, any payments that exceed the Minimum Payment will be applied first to the Balance with the highest APR and then to the Balances with lower APRs. In most cases, we apply a credit to the same Balance as the related charge. We may apply payments and credits within Balances, and among Balances with the same interest rate, in any order we choose. Refunds and other credits do not generally reduce your obligation to pay your Minimum Payment. In all cases, including with respect to amounts in excess of your Minimum Payment, we will apply payments and credits in accordance with applicable law.

**Payment Processing: We may accept all payments—including late payments, partial payments, or items with restrictive language—at our discretion and without losing any of our rights.** We may delay the availability of credit to your Account at our discretion until we confirm that your payment has cleared, even if we post your payment to your Account. If your payment is returned unpaid by your financial institution, we may resubmit and collect the returned payment electronically. If necessary, we may adjust your Account to correct errors, process returned or reversed payments, and more.

**Credit Balances:** We may reject and return any payment to you that creates or adds to a credit balance on your Account. We may reduce the amount of any credit balance by any new charges.

## 7. Credit Reporting

You authorize us to obtain and use credit, income, employment, or other information about you from consumer-reporting agencies and others, for any legitimate purpose, including extending credit,

servicing, or the ongoing review or collection of your Account, or to consider you for other products and services, as permitted by law. We may report information about you and your Account to credit reporting agencies. We normally report to credit reporting agencies each month. Late payments, missed payments, or other defaults on the Account may be shown in your credit report. Tell us if you think we reported wrong information about your Account by writing to us at Mission Lane LLC, Attn: Credit Reporting, P.O. Box 105286, Atlanta, GA 30348 or call us at 855-790-8860. In your written dispute notice, include:

- Account Information: Your name and account number;
- Information Disputed: Tell us which information you think is wrong and why you think it is wrong

Documentation that you believe substantiates the basis of your dispute, such as a police report, fraud or identity theft affidavit, court order or account statement(s) may assist our investigation. If you have a copy of the credit report that includes the wrong information, please send us a copy.

## 8. Privacy and Communications

**Customer Privacy and Information Sharing:** When you applied for an Account, you gave permission for your personal information to be shared, including for purposes other than the servicing of the Account, such as offering you special benefits or other products and services by us or others. More information about how information about you is shared is set forth in the Privacy Notices for your Account.

**Contact Information:** You agree to promptly notify us when your contact information changes. We may ask you for additional information and/or documentation to verify any information you provide to us. We may restrict or close your Account if we can't verify your information, or if you can't provide certain information that we may request.

**Communications:** You agree that we (including any companies working on our behalf to service your Account) may contact you, including calls, text message(s), or email, at any phone number, email address, text number or mailing address you provide to us, from which you contacted us, or we receive

and believe we can reach you at, to the extent permitted by applicable law, including for purposes of collections. When you give us your phone number, you agree that we (including any companies working on our behalf to service your Account) have your explicit permission and consent authorizing us to contact you at that number, subject to your privacy preferences. Your consent allows us (including any companies working on our behalf to service your Account) to use text messaging, automatic phone dialing systems, artificial or prerecorded voice message systems, and automated texting and email technology, even if you are charged message and data rates for the calls and texts. Automated messages may be played when the telephone is answered, whether by you or someone else. Revocation of consent may occur by any reasonable means, and you may contact us at any time to review your preferences or advise that you no longer wish to be contacted on your cell phone, email, or by text. Where allowed by law, we (including any companies working on our behalf to service your Account) also may contact other individuals who may be able to provide updated employment, location, and/or contact information for you. You agree that we may listen to and record your phone calls with us, and we may use your voice recordings for verification purposes. Note: The express consent in this provision includes and extends to any affiliates, agents, contractors, representatives, servicers, service providers, or subsequent owner of your Account.

**Notices:** We'll send any notices to the address you've provided us. You agree that a paper notice is sent as soon as we've mailed it, and an electronic notice is delivered when it is delivered to the email address you authorize to receive notices or posted in your Account online.

You must send any notices to Mission Lane LLC, P.O. Box 105286, Atlanta, GA 30348, Attn: Notice ("Notice Address"). To the extent permitted under applicable law, any notice you send us won't be effective until we receive it and have had a reasonable opportunity to act on it.

## 9. Other Important Information

**Default:** We may require immediate payment of your total Account balance, to the extent allowed by law, if **any** of the following occur:

1. You fail to comply with the terms of this Agreement or other agreements relating to your Account, including failing to make a required Minimum Payment when due, exceeding your Account credit limit or using your Card or Account for an illegal transaction.
2. You make a payment that's not honored for any reason;
3. You file for bankruptcy or some other insolvency proceeding is filed by or against you;
4. We reasonably believe you may be unable or unwilling to pay your debts as agreed, including if you're declared incompetent, incapacitated, or deceased;
5. We determine that any statement made by you to us, including through any service provider, in connection with this Agreement or your Account was false, misleading, or attempted fraud; or
6. You no longer live permanently in the U.S.

**In accordance with applicable law, if your Account is in default, we may:**

1. Close or suspend your Account without notice (unless applicable law requires otherwise);
2. Require you to pay your unpaid balance immediately;
3. Continue to charge you interest and fees (as previously disclosed) as long as your Account has a balance; and/or
4. Attempt to collect or pursue other actions permitted by law.

**Collection Proceedings:** If we use an attorney to collect your Account, we may charge you our legal costs as permitted by law. These include reasonable attorneys' fees, court or other collection costs, and fees and costs of any appeal.

**Closing Your Account:** You may close your Account at any time by contacting us at 855-790-8860 or support@missionlane.com. We may close or suspend your Account at our discretion at any time. If the Account is closed, you must stop using it and destroy the Card(s). You must still pay us all amounts you owe—even for transactions that post to your Account after it's been closed or suspended – and the Agreement remains in effect until you pay the outstanding balance.

If you ask us to close your Account but there is continued use of your Account after the date of cancellation (such as automatic payments or subscriptions), we'll consider the continued use as your request for reinstatement of your Account. We may then reinstate your Account under the same terms.

**Governing Law:** This agreement is entered into between you and us in the State of Utah and we extend credit to you from Utah. The terms and enforcement of this Agreement are governed by federal law, and to the extent not preempted by federal law, the laws of Utah, regardless of any conflict of laws principles. The Federal Arbitration Act will govern any arbitration related to this Account and not any state law.

**Waiver:** We may delay enforcing or not enforce any of our rights under this Agreement without losing or waiving any of them.

**Assignment:** We may assign, transfer, or sell your Account or any portion of it without notifying you. For avoidance of doubt, in the event your Account, or any portion of it, is assigned, transferred, or sold, this Agreement remains in full force and effect unless otherwise specified. You may not assign, transfer, or sell your Account without first obtaining our written consent.

**Change of Terms:** We may change, add, or remove provisions of this Agreement for any reason and at any time, subject to applicable law. These changes may apply to existing and future balances on your Account, to the extent permitted under applicable law. We'll give you notice of any change. A change with advance written notice may include a right to reject the change(s), including if required by law. We may require you to close your Account or take other actions if you reject the changes.

**Severability:** Subject to the Arbitration Agreement: (1) if any part of this Agreement conflicts with applicable law, then that law will control, and this Agreement will be considered changed to comply with that law; and (2) if any part of this Agreement found to be invalid, the remainder of this Agreement will remain in effect.

**Events Outside of Our Control:** Sometimes our services may be unavailable due to factors beyond our control, and you may not always be able to use your Card or get information about your Account. We're not liable when this happens.

**Lost or Stolen Card:** You agree to notify us right away if you believe that your Card has been lost or stolen, or if your Account is being used without your permission. You agree to assist us with our

investigation.

**Merchant Disputes:** If you have a dispute with a merchant related to a Card Purchase, you may request a credit to your Account as provided in the Section called “Your Billing Rights.” If we resolve the dispute in your favor, we will issue a credit to your Account. You assign to us your claim for the credited amount against the merchant and/or any third party. At our request, you agree to provide this assignment in writing.

**Automatic Account Information Updates:** You may set up automatic billing or store your Account information with a merchant, wallet provider, or other third party (“Permitted Party”). If you do, you authorize us to share any updated Account information, with the Permitted Party, regarding the use of your Account. If your Account information changes, which may include your billing address, you authorize us to provide this updated information to any such Permitted Party at our discretion. You must contact the Permitted Party directly or remove your credit card information from the Permitted Party website if you wish to stop automatic billing or Account updates.

**Rewards:** Your Account may provide you with the opportunity to earn rewards or benefits (“Rewards”). If it does, you will be provided with additional information and terms about the Rewards. Any Rewards associated with your Account, and your use of those Rewards, are subject to the Arbitration Agreement.

## 10. Dispute Resolution Procedures

**A. Notice of a Claim:** Maintaining healthy relationships with our customers is very important to us. If you have a problem with your Account or a service we provide, please let us know as soon as you can. Giving us a call helps to resolve the matter quickly and efficiently. However, if the matter is not resolved informally, before starting a lawsuit or arbitration, the party electing to commence a proceeding must give the other party written notice of the Claim as defined in Section 10.B(ii) below (a “Claim Notice”). The Claim Notice must include: (1) the name, telephone number, mailing address, and email address of the party asserting the Claim; (2) the Account number at issue; (3) reasonable detail of the Claim, including supporting facts; (4) the remedy sought and a good-faith calculation of the amount in controversy, expressed in United States Dollars; and (5) the original signature of the party making a Claim. You must

send the notice in writing to Mission Lane LLC, P.O. Box 105286, Atlanta, GA 30348, Attn: Legal - Arbitration Election. If we intend to make a Claim, we'll notify you in writing at the most recent address we have for you in our files. A notice or letter stating that any amount you owe us is past due will serve as a Claim Notice.

The Parties must try to resolve the Claim on an individual basis and without filing an arbitration or lawsuit for at least 60 days after the Claim Notice is provided (the "Pre-Filing Period"). During the Pre-Filing Period, either party may require that the parties participate personally in a meeting (a "Meet-and-Confer"), which may occur in person, by video conference, 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. A party may not start an arbitration or lawsuit unless and until it complies in full with this requirement. This paragraph shall not apply to Claims that are asserted only as counterclaims in arbitration. The statute of limitations for any Claim will be tolled for 90 days following service of a proper Claim Notice. Any subsequent arbitration shall be governed by the terms of the Arbitration Agreement set forth in Section 10.B below.

**B. ARBITRATION AGREEMENT WITH CLASS ACTION AND JURY TRIAL WAIVER:**

**PLEASE READ THIS PROVISION OF THE AGREEMENT CAREFULLY AS IT WILL HAVE A SUBSTANTIAL EFFECT ON YOUR RIGHTS IN THE EVENT OF A DISPUTE, UNLESS YOU PROMPTLY REJECT IT AS PROVIDED IN SECTION 10.B(xii) BELOW.**

**THIS ARBITRATION AGREEMENT DOES NOT APPLY IF, AS OF THE DATE OF THIS AGREEMENT, YOU ARE A MEMBER OF THE ARMED FORCES OR A DEPENDENT OF SUCH A MEMBER COVERED UNDER THE MILITARY LENDING ACT.**

For purposes of this Arbitration Agreement and Class Action and Jury Trial Waiver ("Arbitration Agreement"), the terms "we," "us" and "our" mean WebBank, Salt Lake City, UT, Mission Lane, and their affiliates, successors, assigns, officers, directors and employees, and/or any other holder or person or entity named as a co-Defendant in a Claim made by you related to this Agreement or any interest in or receivable arising under your Account.

**(i). Agreement to Arbitrate Disputes:** If a Claim has not been resolved during the “Claim Notice” process described in Section 10.A above, either you, we, or any beneficiary of this Arbitration Agreement may elect to arbitrate the Claim pursuant to this Arbitration Agreement, unless you have opted out of the Arbitration Agreement pursuant to Section 10.B(xii) below.

**(ii). Claim:** A “Claim” under this section is any unresolved claim, dispute, or controversy between you and us whether past, present or future, arising out of or related to this Agreement, your Account, products or services governed by this Agreement or the relationships resulting from this Agreement or your Account. A “Claim” includes disputes concerning the validity or enforceability of this Arbitration Agreement. “Claim” has the broadest possible meaning and includes initial claims, counterclaims, cross-claims, and third-party claims whether based upon contract; tort; fraud; a constitution, statute, regulation, ordinance, common law, and/or equity (including any claim for injunctive or declaratory relief); or otherwise. Notwithstanding the foregoing, Claim does not include any individual actions brought by you or us in small claims court (or your state’s equivalent court, if any). If the aforementioned individual action is transferred, removed, or appealed to a different court, it’ll be eligible for arbitration at either party’s request. The bringing and/or maintenance of any such action shall not be a waiver of rights of any party to compel arbitration of any other Claim subject to this Arbitration Agreement.

### **The Process**

**(iii). Commencing Arbitration:** If the parties do not reach agreement to resolve the Claim within 60 days after a Claim Notice is sent, the complaining party may initiate arbitration by submitting a demand for arbitration to the Arbitration Administrator at the address listed in Section e. below, subject to the terms of this Arbitration Agreement and the arbitration company’s rules. If one party files or threatens a lawsuit, or files a counterclaim or motion to convert an individual action to a class action in an existing lawsuit, the other party may demand arbitration, including in a motion to compel arbitration. If the motion to compel arbitration is granted, the party prosecuting the Claim will be responsible for commencing arbitration pursuant to the terms of this Arbitration Agreement and the arbitration administrator’s rules. If either party fails to submit to binding arbitration following a lawful demand, the party who fails to submit will bear all costs and expenses incurred by the party compelling arbitration. The Parties agree that counsel initiating an arbitration shall certify that each demand for arbitration

complies with the requirements of Federal Rule of Civil Procedure 11(b) and that the party has complied with the “Notice and Claim” requirements of Section 10.A above.

**(iv). Governing Law and Arbitration Administrator:** This Arbitration Agreement is governed by the Federal Arbitration Act (“FAA”), and not by any state arbitration law. Arbitration shall be administered by the American Arbitration Association (“AAA”), 120 Broadway, Floor 21, New York, NY 10271 ((800) 778-7879), [www.adr.org](http://www.adr.org), under its rules that apply to consumer disputes. Moreover, in the event of a mass arbitration, the parties expressly agree that the AAA’s Mass Arbitration Supplementary Rules shall apply. You can obtain a copy of the AAA’s rules by visiting its website or calling it. The rules of this Arbitration Agreement will govern if there is any contradiction with the AAA procedures. A single arbitrator will be appointed. 9. If the AAA is unavailable, and you and we can’t agree on a replacement, then you or we may ask a court with jurisdiction to select the substitute arbitration administrator. All arbitrators must be practicing attorneys or retired judges and experienced and knowledgeable in the substantive laws applicable to the Claim.

**(v). Fees and Costs:** If you can’t obtain a waiver of the AAA’s or arbitrator’s filing, administrative, hearing, and/or other fees, the AAA will decide each party’s share of arbitration fees and costs for arbitration based on the law and its rules. Each party will bear the expense of its own attorneys, experts, and witnesses, regardless of which party prevails unless the arbitrator decides, based on applicable law, the rules of the AAA, or this Agreement, that the prevailing party has a right to recover any of those fees or costs from the other party.

**(vi). Arbitration Hearings and Decisions:** Unless otherwise agreed by you and us, arbitration hearings will take place in a location that’s reasonably convenient for you. The arbitrator will follow applicable substantive law, except if contradicted by the FAA; follow applicable statutes of limitations; honor valid privilege Claims; issue a written decision; and, upon timely request of any party, write a brief explanation of the basis of the award.

The following provisions will apply to all arbitrations between the Parties under this Agreement: (1) the provisions of Federal Rule of Civil Procedure 68 shall apply to any Claim and will be enforced by the arbitrator; (2) the arbitrator must apply state or federal substantive law applicable to the Claim(s) and may not be permitted to award any remedy that exceeds that which a court could award for the Claim(s) in an individual action; (3) a finding that a Claim or counterclaim is frivolous or intended to harass will

entitle the other party to recover their attorney's fees, costs and expenses; (4) the arbitrator shall not be bound by prior, separate arbitration decisions; and (5) failure or forbearance to enforce this Arbitration Agreement at any particular time or in connection with any particular Claims will not constitute a waiver of any rights to require arbitration at a later time or in connection with any other Claims. Either party may seek to enjoin the arbitration proceeding in a court with jurisdiction and the arbitration will be automatically stayed pending the outcome of that proceeding.

The arbitrator's award will be final and binding, except for any appeal right under the FAA. Any court with jurisdiction may enter judgment upon the arbitrator's award. Notwithstanding the above, in the event that an award involves a cost or benefit to any party for more than \$100,000 or involves injunctive relief, any party may appeal the award to a three-arbitrator panel of the Arbitration Administrator, provided the appeal is filed within 30 days of the original award. The panel may accept or reject any or all of the original award and any decision of the panel must be by majority vote. The appealing party must pay all costs unless the panel decides otherwise.

(vii). Mass Filing: If a Claim is part of a Mass Arbitration under the AAA's Mass Arbitration Supplementary Rules, the Parties agree that they will jointly ask the AAA to apply the additional procedures in this Section 10.B(vii) or substantially equivalent terms to the extent feasible. The Parties acknowledge that electing to be part of a Mass Arbitration may delay the adjudication of a Claim. If Claims qualify as a Mass Arbitration, counsel for the Parties shall each select 10 Claims from each side (20 Claims total) to proceed in individual arbitrations as part of a staged process ("Stage One"). Remaining Claims shall be held in the Initiation stage. After Stage One is complete, the Parties shall promptly engage in a global mediation. If the remaining Claims are not resolved after the global mediation, counsel for each side shall each select 50 Claims (100 Claims total) to proceed in individual arbitrations ("Stage Two"). Remaining Claims shall be held in the Initiation stage. After Stage Two is complete, the Parties shall promptly engage in a second global mediation regarding the remaining Claims. If the remaining Claims are not resolved, the AAA shall administer the remaining Claims in concurrent batches of 50 Claims, with each batch assigned to one arbitrator, who shall conduct individual arbitrations. The parties agree to participate in this process in good faith and cooperate with the AAA and arbitrator(s). Consistent with these additional procedures, the parties may elect to meet and confer, enter into a "cooling off" period, and/or further mediate any or all of the remaining claims at any time. They may also discuss potential modifications to this process to ensure efficiency and an open dialogue throughout this process.

**(viii). Jury Trial Waiver:** YOU AND WE KNOWINGLY, VOLUNTARILY, INTENTIONALLY, AND IRREVOCABLY AGREE AND UNDERSTAND THAT YOU AND WE ARE GIVING UP THE RIGHT TO TRIAL BY JURY OF ANY LITIGATION ARISING OUT OF THE AGREEMENT, RELATED TO YOUR ACCOUNT, OR ANY OTHER DISPUTE OR CONTROVERSY BETWEEN YOU AND US.

**(ix). Public Injunctive Relief Requests:** If you or we seek public injunctive relief as a remedy for any Claim (a “Public Injunctive Relief Request”) you and we agree that the Public Injunctive Relief Request cannot be arbitrated. Instead, that Public Injunctive Relief Request shall be adjudicated by a court after all other Claims to be decided in arbitration under this Arbitration Agreement are resolved in arbitration, including all causes of action pursuant to which a Public Injunctive Relief Request is made. You and we agree to jointly request that the court stay the Public Injunctive Relief Request until after the remaining Claims have been finally resolved in arbitration, and that the parties will only seek to lift the stay and request that the court resolve the Public Injunctive Relief Request if an arbitrator finds that one of them is liable for a Claim for which public injunctive relief is an available remedy. The validity, enforceability, and effect of this section shall be determined exclusively by a court, and not by any arbitration administrator or arbitrator.

**(x). Class Action Waiver:** TO THE EXTENT PERMITTED BY APPLICABLE LAW, YOU AND WE AGREE THAT ANY CLAIM ARISING OUT OF THE AGREEMENT, RELATED TO YOUR ACCOUNT, OR ANY OTHER DISPUTE OR CONTROVERSY BETWEEN YOU AND US WILL PROCEED ON AN INDIVIDUAL BASIS AND WILL NOT PROCEED AS PART OF A CLASS, REPRESENTATIVE, OR PRIVATE ATTORNEY GENERAL ACTION IN COURT OR ARBITRATION. If a court determines that this section’s limits on a particular Claim is not fully enforceable, then, only after all appeals have been unsuccessfully made, (1) that Claim will be severed from arbitration and must be brought in court and (2) this paragraph otherwise will remain in force.

**(xi). Survival and Severability of Terms:** This Arbitration Agreement shall survive: (1) termination or changes in the Agreement, the Account, or the relationship between you and us concerning the Account; (2) the bankruptcy of any party; and (3) any transfer, sale or assignment of your Account or this Agreement, or any interest in or any amounts owed on your Account or this Agreement, to any other person or entity. If any portion of this Arbitration Agreement (except for the Class Action Waiver set forth above) is deemed invalid or unenforceable, that portion of the Arbitration Agreement shall be severed

and the remaining provisions of the Arbitration Agreement shall remain in force to the fullest extent permitted by law.

**(xii). RIGHT TO OPT OUT:** You may opt out of this Arbitration Agreement by mailing a signed opt out notice to Mission Lane LLC, P.O. Box 105286, Atlanta, GA 30348, Attn: Arbitration Rejection Notice, which is received at the noted address within sixty (60) calendar days of the later of the date you applied for your Account or the date that this Arbitration Agreement is made available to you. The opt out notice must include your name, address, email address, phone number, your Account number, a statement of your rejection of this Arbitration Agreement, and your signature. Rejecting arbitration won't affect your other rights or responsibilities under this Agreement nor will it constitute rejection of any prior or future arbitration agreement between you and us regarding any other product and/or service.

## 11. State Notices

**All Accounts, including California and Utah Residents:** As required by law, you're hereby notified that we may submit a negative credit report to a credit-reporting agency if you fail to fulfill the terms of your credit obligations, which may reflect on your credit profile.

**Arizona:** Mission Lane LLC does business in Arizona under the trade name Mission Lane Card Services LLC.

**California:** A married applicant may apply for a separate account. As required by law, you're hereby notified that we may submit a negative credit report to a credit-reporting agency if you fail to fulfill the terms of your credit obligations, which may reflect on your credit profile.

**Delaware:** Any service charges not in excess of those permitted by law will be charged on the outstanding balances from month to month.

**Ohio:** The Ohio laws against discrimination require that all creditors make credit equally available to all creditworthy customers, and that credit-reporting agencies maintain separate credit histories on each individual upon request. The Ohio Civil Rights Commission administers compliance with this law.

**Wisconsin:** Your signature confirms that this loan obligation is being incurred in the interest of your marriage or family. No provision of any marital property agreement, unilateral statement, or court decree adversely affects a creditor's interest unless, prior to the time the credit is granted, the creditor furnishes a copy of the agreement, statement, or decree, or has actual knowledge of the adverse provision. Married residents of Wisconsin applying for an individual account must give us the name and address of their spouse if the spouse is also a Wisconsin resident. Please provide this information to us at Mission Lane LLC, P.O. Box 105286, Atlanta, GA 30348.

## 12. Your Billing Rights

**This notice tells you about your rights and our responsibilities under the Fair Credit Billing Act. Keep this document for future use.**

### **What To Do If You Find a Mistake on Your Statement**

If you think there's an error on your statement, write to us at: Mission Lane LLC, P.O. Box 105286, Atlanta, GA 30348 with Attn: Billing Dispute.

### **In your letter, please provide us with 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's an error on your bill, describe what you believe is wrong and why you believe it's a mistake.

### **You must contact us:**

- Within 60 days after the error first appeared on your statement.
- At least 3 business days before an automatic 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're 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. Let you know we've received your letter within 30 days of receiving it. We'll also tell you if we've already corrected the error.
2. Either correct the error or explain to you why we believe the bill is correct within 90 days of receiving your letter.

### **While we investigate whether there's been an error:**

- We can't 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 don't have to pay the amount in question, you're still responsible for your remaining balance.
- We can subtract any unpaid amount from 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 can't report your Account as delinquent without also reporting that you're questioning your bill. We must tell you the name of anyone we've reported you as delinquent to, and we must let those organizations know when the matter has been resolved between you and us.

If we don't follow all of the rules above, you don't have to pay the first \$50 of the amount in question (even if your bill is correct).

**These are your rights if you're unsatisfied with your purchases:**

If you're not happy with the goods or services you've purchased with your credit card, and you've tried in good faith to correct the problem with the merchant, then you may have the right not to pay the remaining amount that's 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 made to you, or if we own the company that sold you the goods or services.
2. You've used your credit card for the purchase. Purchases made with cash advances from an ATM don't qualify.
3. You haven't fully paid for the purchase yet.

If you've met all of the above criteria and you're still dissatisfied with the purchase, contact us in writing at Mission Lane LLC, Customer Service, P.O. Box 105286, Atlanta, GA 30348.

While we investigate, the same rules apply to the disputed amount as mentioned within the *While we investigate whether there's been an error* section above. After we finish our investigation, we'll tell you our answer. Then, if we think you owe an amount and you still don't pay it, we may report your Account as delinquent.

This APR will vary with the market based on the Prime Rate.

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[FAQ](#)

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Mission Lane LLC provides services for your Account, but is not a bank. The bank issuing your card will be identified on the back of your Visa Card and in your Cardholder Agreement, which governs your use of the Account.

Mission Lane LLC does business in Arizona under the trade name Mission Lane Card Services LLC. All trademarks not belonging to Mission Lane are the property of their respective owners.

THIS IS A LOAN SOLICITATION ONLY. MISSION LANE LLC IS NOT THE LENDER. INFORMATION RECEIVED WILL BE SHARED WITH ONE OR MORE THIRD PARTIES IN CONNECTION WITH YOUR LOAN INQUIRY. THE LENDER MAY NOT BE SUBJECT TO ALL VERMONT LENDING LAWS. THE LENDER MAY BE SUBJECT TO FEDERAL LENDING LAWS.

