



**IMPORTANT INFORMATION
ENCLOSED**

- Pricing Information
- Customer Agreement
- Privacy Notices

WebBank

YAMAHA CREDIT CARD ACCOUNT PRICING INFORMATION

Interest Rates and Interest Charges	
Annual Percentage Rate (APR) for Purchases	15.99% - 23.99% based on your credit-worthiness. See your Important Disclosure Insert for the APR that applies to your Account.
Paying Interest	Your due date is at least 25 days after the close of each Billing Cycle. We will not charge you interest on Regular Credit Plan purchases if you pay your entire Regular Credit Plan balance and the Minimum Payment due on all Promotional Credit Plans by the due date each month. We will begin charging interest, if any, on Promotional Credit Plan purchases on the transaction date.
Minimum Interest Charge	If you are charged interest, the charge will be no less than \$2.00.
For Credit Card Tips from the Consumer Financial Protection Bureau	To learn more about factors to consider when applying for or using a credit card, visit the website of the Consumer Financial Protection Bureau at http://www.consumerfinance.gov/learnmore.
Fees	
Annual Fee	None.
Penalty Fees	
• Late Payment	Up to \$38.
• Returned Payment	Up to \$27.

How We Calculate Your Balance. We use a method called “average daily balance (excluding new Regular Credit Plan purchases).” If your Account is subject to a grace period during the billing cycle, payments made during that billing cycle will be subtracted from your daily balances during that cycle. For additional information, see the “Interest Charges” section of the Agreement.

Security Interest. We take a security interest in the goods you purchase with your Card.

Billing Rights. Information on your rights to dispute transactions and how to exercise those rights is provided in the “Your Billing Rights” section of this Agreement.

The above APRs were in effect on January 1, 2018. If you are approved, you will receive an Important Disclosures Insert that includes the APR that applies to your Account. To find out any changes before applying, contact us at P.O. Box 84240, Sioux Falls, SD 57118 or 1-877-327-7310.

ARBITRATION

This WebBank Yamaha Credit Card Account Customer Agreement contains an Arbitration Provision. The Arbitration Provision is contained in Section 36. Please read the Arbitration Provision carefully. Unless you send us the rejection notice described in the Arbitration Provision, the Arbitration Provision will apply to you.

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.

IMPORTANT INFORMATION ABOUT CREDIT 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.

STATE-SPECIFIC INFORMATION

NOTICE FOR CALIFORNIA RESIDENTS: Applicants may, after credit approval, use the credit card account up to its credit limit and be liable for amounts extended under the plan to any joint applicant. If you are married, you may apply for credit in your own name.

NOTICE FOR OHIO RESIDENTS: Ohio anti-discrimination laws require creditors to make credit equally available to all creditworthy customers and that credit reporting agencies maintain separate credit histories on individuals upon request. The Ohio Civil Rights Commission administers these laws.

NOTICE FOR NEW YORK AND VERMONT RESIDENTS:

WebBank may obtain at any time your credit reports, for any legitimate purpose associated with the account or the application or request for an account, including but not limited to reviewing, modifying, renewing and collecting on your account. On your request, you will be informed if such a report was ordered. If so, you will be given the name and address of the consumer reporting agency furnishing the report.

NOTICE FOR NEW YORK RESIDENTS: New York residents may contact the New York State Department of Financial Services by telephone or visit its website for free information on comparative credit card rates, fees and grace periods. New York State Department of Financial Services: 1-877-226-5697 or <http://www.dfs.ny.gov>.

NOTICE FOR MARRIED WISCONSIN RESIDENTS: No provision of any marital agreement, unilateral statement, or court order applying to marital property will adversely affect a creditor's interests unless prior to the time credit is granted, the creditor is furnished with a copy of the agreement, statement or court order, or has actual knowledge of the provision. If you are married, by submitting your credit card application you are confirming that this credit card obligation is being incurred in the interest of your marriage and your family. If the credit card for which you are applying is granted, you will notify the Bank if you have a spouse who needs to receive notification that credit has been extended to you.

NOTICE FOR DELAWARE RESIDENTS: Service charges not in excess of those permitted by law will be charged on the outstanding balances from month to month.

PROGRAM TERMS: By applying for this Account issued by WebBank you understand that you may not be approved if:

- You provide only a P.O. Box and not a street address.
- The application is missing required information, or the information you provide cannot be verified.

- Your address is outside the United States.
- You are under 18 or under the age of majority in any state where the age of majority is higher than 18.
- You do not have a valid Social Security Number or Individual Taxpayer Identification Number.

All credit is granted and all Accounts are owned by WebBank.

This Account is subject to approval by WebBank .

WebBank

YAMAHA CREDIT CARD ACCOUNT CUSTOMER AGREEMENT

SECTION 1. ABOUT THE CREDIT CARD AGREEMENT.

This WebBank Yamaha Credit Card Account Customer Agreement (“*Agreement*”) is between you and WebBank, a Utah-chartered, FDIC insured bank having its principal office at 215 S. State Street, Suite 1000, Salt Lake City, UT 84111. There are two parts to this Agreement: WebBank Yamaha Credit Card Account Pricing Information including your Important Disclosure Insert and the WebBank Yamaha Credit Card Account Customer Agreement. WebBank will open an Account and issue a Card(s) that may only be used at dealers participating in the Yamaha Motor Finance Corporation U.S.A. (“*Yamaha*”) financing programs and Yamaha or Yamaha affiliates’ e-commerce websites to purchase goods and services. By opening your Account, signing your Card or using your Account, you agree to the terms of the Agreement with WebBank including any changes, amendments or supplements to it.

SECTION 2. DEFINITIONS.

The meanings of the capitalized terms used in the Agreement appear in the “Glossary” (Section 35 of this Agreement).

As used here, “you” and “your” mean each applicant and co-applicant approved on the Account; any person responsible for paying the Account; any Authorized User; and any person responsible for complying with this Agreement. “We,” “us,” “our,” and “WebBank” mean WebBank.

SECTION 3. ACCOUNT DOCUMENTS.

The following documents govern your Account with us:

1. this Agreement;
2. all Statements;
3. any Privacy Notices;
4. all disclosures and materials provided to you before or when you opened your Account;
5. any other documents and disclosures relating to your Account, such as those provided during the application process at the dealer and when you use your Account including those regarding Promotional Credit Plans; and

6. any future changes we make to any of the above.

Please read all of these carefully and keep them for future reference.

SECTION 4. ACCOUNT INFORMATION.

We need information about you to approve and manage your Account. This includes the information requested on your application. You agree to tell us when this information changes and respond to our requests for information or additional documents to verify any information. We may restrict or close your Account if we cannot verify your information, or if you do not provide it as requested.

SECTION 5. USE AND SHARING OF INFORMATION ABOUT YOU.

When you applied for an Account, you gave us, Yamaha and our/their affiliates information about yourself that we could share with each other. Yamaha and its affiliates will use the information in connection with the credit program and for things like creating and updating its records and offering you special benefits. More information about how we use and share information is set forth in the Privacy Notices for your Account which you receive with your application package.

SECTION 6. CREDIT LIMITS

When you open your Account, we will tell you your credit limit. This will also appear on your Statement. We may also refer to your credit limit as your credit line.

You are responsible for keeping track of your balance and your available credit. You must manage your Account to remain below your credit limit. We may honor transactions above your credit limit, but if we do these transactions will not increase your credit limit. You are responsible for paying for any transaction you make above your credit limit.

We may also increase, decrease, restrict or cancel your credit limit at any time in accordance with applicable law. This will not affect your obligation to pay us.

SECTION 7. USING YOUR ACCOUNT

1. This Agreement applies whether or not you use your Card or Account. It will continue to apply even after your Account is closed, as long as you have a balance.

2. You must sign the Card immediately when you receive it.
3. You must return the Card to us or destroy it if we ask you to.
4. You must take reasonable steps to prevent the unauthorized use of your Card and Account.
5. We may decline to authorize a transaction for any reason. This may occur even if the transaction would not cause you to go over your credit limit or your Account is not in default.
6. We are not responsible for any losses you incur if we do not authorize a transaction.
7. We are not responsible for any losses you incur if anyone refuses to accept your Card for any reason.
8. You must not use, or try to use, the Card for any illegal activity. You are responsible for any charges if you do.
9. We are not liable for any losses that may result when our services are unavailable due to reasons beyond our control.

SECTION 8. PROMOTIONAL CREDIT PLANS.

From time to time, we may offer one or more Promotional Credit Plans for certain transactions prior to or at the time of your purchase. The terms of this Agreement apply to Promotional Credit Plans. However, the terms of the promotional offer and the special Promotional Credit Plan may be different from the standard terms of your Account and will be explained in other materials and disclosures provided to you at the time you make your purchase. In general, Interest Charges for Promotional Credit Plans begin to accrue from the date of the promotional purchase until paid in full, and there is no grace period to avoid Interest Charges on Promotional Credit Plans. You accept the promotional terms of those materials and disclosures when you make the purchase. Only certain purchases may be eligible for Promotional Credit Plans. The amount of your credit limit available for Promotional Credit Plans may be limited. Offers are subject to credit approval. These plans may have special interest terms, special repayment terms (including minimum payments) and a limited or specified promotion period when the special promotional terms apply. Unless otherwise specified with respect to a Promotional Credit Plan, upon termination or expiration of the promotion period your Promotional Credit Plan terms will end and all Regular Credit Plan terms will apply. Regular purchases that are not subject to Promotional Credit Plan terms are part of your Regular Credit Plan. Special Promotional Credit Plans are not available at all times for all purchases. Please see any special promotional materials or disclosures for additional terms that will apply to the promotion offered.

SECTION 9. SECURITY INTEREST.

As security for the payment of your Account balance, you grant us a purchase money security interest (“*Security Interest*”) in the following items financed using your Account:

1. any goods you buy using your Account; and
2. all insurance contracts and proceeds, returned premiums, mechanical failure and extended service contracts, and refunds of charges for mechanical failure and extended service contracts.

Each good you buy using your Account:

1. secures your entire Account balance and any other amounts owed under this Agreement; and
2. may be taken from you if you do not pay on time or are otherwise in default as described in the “Account Default” section of this Agreement.

To decide when a good is paid in full and no longer subject to a Security Interest, your payments will be applied as described in the “How We Apply Your Payments” section of this Agreement. Once you have fully paid for any good, we will release our Security Interest in that good.

If we take or attempt to take possession of any good, we may charge you our costs and may require you to make the good available at a convenient place of our choice as allowed by law. Our costs may be related to:

1. attempting to or repossessing the good;
2. repairing the good;
3. storing the good;
4. selling the good; or
5. any other costs allowed by law.

SECTION 10. JOINT ACCOUNTS.

If this is a joint account, each of you is responsible individually and together for all amounts owed. Each of you is responsible even if the Account is used by only one of you. You will continue to be liable for the entire balance of the Account, even if your joint accountholder is ordered by a court to pay us. Your Account status will be reported to the credit bureau under each of your names. We will send a Statement to a single name and

address. The delivery of notices or Statements to either of you serves as delivery to each of you. We may rely on instructions given by either of you. We are not liable to either of you for relying upon such instructions.

SECTION 11. AUTHORIZED USERS.

If you ask us to issue a Card to any person other than a joint account holder, they are an Authorized User. We may require certain information about them and you should let them know that you are sharing their information with us. We may limit their ability to use your Card. They may have access to certain information about your Account. You will be responsible for their use of the Account and anyone else they allow to use your Account, even if you did not want, or agree to, that use. We may report information about your Authorized User(s) to consumer reporting agencies. See the “Credit Reports” section of this Agreement.

SECTION 12. REMOVING AN AUTHORIZED USER.

If you want to remove an Authorized User from your Account, you must contact Customer Service at 1-877-327-7310 and request their removal. You also must immediately destroy all Cards in their possession and cancel any arrangements they may have set up on your Account. They will be able to use your Account until you have notified us that you are removing them from your Account. During this time, you will still be responsible for all amounts they charge to your Account. You will be responsible even if these amounts do not appear on your Account until later.

SECTION 13. YOU PROMISE TO PAY.

You promise to pay us all amounts due on your Account. This includes amounts where you did not sign a purchase slip or other documents for the transaction. We will treat transactions made without presenting your Card (such as for mail, telephone, Internet, or mobile device purchases) the same as if you used the Card in person. If you let someone else use your Card or Account, you are responsible for all transactions that person makes.

SECTION 14. STATEMENTS.

We will send or make available to you one Statement for your Account at the end of each Billing Cycle. You must notify us at P.O. Box 84240, Sioux Falls, SD 57118 or 1-877-327-7310 of a change in your address. Under certain circumstances, the law may not require us to send or make available to you a Statement, or may prohibit us from doing so. In such circumstances, we may continue to add interest and fees as permitted by law.

SECTION 15. DISPUTED TRANSACTIONS.

You should inspect each Statement you receive and tell us about any errors or questions you have, as described in the “Billing Rights Summary” on your Statement and in this Agreement.

If we credit your Account for all or part of a disputed transaction, you give us all of your rights against others regarding that transaction. You will also:

1. give us any information about the disputed transaction, if we ask;
2. not pursue (or cease your current pursuit of) any claim or reimbursement of the transaction amount from the merchant or any other person; and
3. help us get reimbursement from others.

SECTION 16. NO WARRANTIES.

We are not responsible for any claim you may have regarding the purchase of goods or services made with your Card beyond your rights described in the “Billing Rights Summary” on your Statement and in this Agreement.

SECTION 17. LOST OR STOLEN CARD.

If your Card is lost or stolen or if you think someone else may be using your Card or Account without your permission, you must contact us at 1-877-327-7310 immediately. You will not be responsible for transactions on your Account that we find are unauthorized.

If we reimburse you for unauthorized transactions, you will help us investigate, pursue and get reimbursement from the wrongdoer. Your help includes giving us documents in a form that we request.

SECTION 18. INTEREST CHARGES.

We use a method called Average Daily Balance (excluding new Regular Credit Plan purchases) to calculate the Interest Charges.

1. First, for each day in the Billing Cycle for each Credit Plan, we take the beginning balance (excluding any accrued Interest Charges not posted to the Account), add any new charges and Fees and subtract any payments and credits for each Credit Plan as described in the “How We Apply Your Payments” Section of this Agreement. The result is the daily balance for each Credit Plan.

2. Next, for each Credit Plan, we add the daily balances together and divide the sum by the number of days in the Billing Cycle. The result is the Average Daily Balance for each Credit Plan.
3. At the end of each Billing Cycle, we multiply your Average Daily Balance for each Credit Plan by the daily periodic rate for that Credit Plan, and then we multiply the result by the number of days in the Billing Cycle.
4. We add the Interest Charges for all Credit Plans together. The result is your total Interest Charge for the Billing Cycle.

For purposes of the above calculations, accrued Interest Charges are added (posted) to the daily balance of each Credit Plan on the last day of the Billing Cycle. Fees are added to the Regular Credit Plan as part of the daily balance on the day they are posted to the Account. A Late Payment Fee is treated as a new Regular Credit Plan purchase in the Billing Cycle it is assessed. For Regular Credit Plan purchases, new purchases become part of the Account balance on the transaction date, but when we calculate daily balances for the purpose of computing Interest Charges, we do not add any new purchases made during the Billing Cycle until the first day of the new Billing Cycle following the date of the purchase. Due to rounding or a minimum Interest Charge, this calculation may vary slightly from the Interest Charge actually assessed.

The daily periodic rate that is used to determine your Interest Charges for each Credit Plan is 1/365th of your Annual Percentage Rate (APR) for each such Credit Plan.

We will charge the Interest Charges and Fees to your Account as disclosed in your Important Disclosure Insert, promotional material for Promotional Credit Plans and your Statement. If you paid your Regular Credit Plan balance in full and you made the Minimum Payment due on your Promotional Credit Plans by the due date on your prior Statement, then (1) if you again pay your Regular Credit Plan balance in full and you make the Minimum Payment due on your Promotional Credit Plans by the due date on your current Statement, we will not charge you any new Interest Charges on new purchases made under your Regular Credit Plan during the current Billing Cycle, and (2) if you pay at least your Minimum Payment due for the current Billing Cycle but less than the amount described in clause (1), we will treat your payment as if it was made on the first day of the current Billing Cycle when we calculate your Interest Charges on new purchases made under your Regular Credit Plan.

In general, unless otherwise indicated in promotional terms, Interest Charges for Promotional Credit Plan purchases begin to accrue from

the date of the purchase until paid in full, and there is no grace period to avoid Interest Charges on Promotional Credit Plans.

We may increase your Interest Charges and Fees as described in the “Changes to Your Agreement” section of this Agreement.

If we charge you interest, the charge will be no less than \$2 and will be allocated among all Credit Plan balances that accrue interest at our discretion.

SECTION 19. LATE PAYMENT FEE.

We may charge you this Fee if we do not receive at least your Minimum Payment as instructed on your Statement by the payment due date.

Outstanding Balance on Payment Due Date	Late Payment Fee - first time your payment is late.	Late Payment Fee - if another payment is late during the 6 Billing Cycles after any late payment.
Up to and including \$100	\$15	\$15
More than \$100.00	\$27	\$38

SECTION 20. INTEREST CHARGES.

We may charge you a Fee of up to \$27 when your financial institution rejects a payment you make to us for any reason. We will only charge you one Returned Payment Fee, even if we submit that payment more than once to your financial institution for payment.

SECTION 21. MINIMUM PAYMENT.

You must pay at least the Minimum Payment due by the payment due date each month. The Minimum Payment for your Account includes the minimum payment on each Credit Plan, including any Promotional Credit Plan with a special minimum payment calculation and your Regular Credit Plan.

To determine the total Minimum Payment due, we add together the following: a) your Regular Credit Plan Minimum Payment, which is equal to the greater of (i) \$25 or (ii) 1% of the total of your Regular Credit Plan purchases balance plus any billed Interest Charges; and b) the Minimum Payment for each Promotional Credit Plan purchase balance using the previously disclosed special repayment terms provided to you when you made your purchase (if applicable), rounded to the next highest dollar, and c) late payment fees and other fees and charges, and d) any past due amount for any Credit Plan. We then round this total to the next highest dollar.

Your Statement will tell you:

1. the Minimum Payment due,
2. your new balance,
3. the payment due date, and
4. an explanation of when the payment must reach us for us to consider it received as of that date.

Returns and other credits to your Account will reduce your Account balance, but they will not change your Minimum Payment amount.

If your Account is 120 days past due, is part of a bankruptcy proceeding, or is otherwise charged off, the total balance is immediately due and payable.

SECTION 22. MAKING PAYMENTS.

Your payment must be made in U.S. dollars from a U.S. deposit account in a form acceptable to us. We do not accept any payments at dealer locations or cash payments.

You may not make payments with funds from your Account or any other credit account with us. You must send mailed payments to us as instructed on your Statement, unless we tell you otherwise.

You must mail all payment items (such as checks) ("*Item(s)*") bearing restrictive words, conditions, limitations, or special instructions to: P.O. Box 84240, Sioux Falls, SD 57118. This includes Items marked "Paid in Full" or similar language. This also includes all accompanying communications. If you make such a payment or send any accompanying communications to any other address, we may reject it and return it to you. We may also accept it and process it without losing any of our rights.

SECTION 23. OTHER PAYMENT SERVICES.

We may make services available that allow you to make faster or recurring payments online or by telephone. We will describe the terms for using these services and any applicable Fee before you use them. You do not have to use these other payment services.

We are not responsible if your financial institution rejects a payment made using our payment services.

If you ask someone else to make a payment for you, we may provide that person with limited Account information necessary to set up and process that payment. We may also refuse to accept that payment. If we do accept it, you will be responsible for that payment even if a financial institution rejects it.

SECTION 24. PAYMENT PROCESSING.

We may accept and process payments without losing any of our rights. We may delay the availability of credit until we confirm that your payment has cleared. This may happen even if we credit your payment to your Account. We may resubmit and collect returned payments electronically. If necessary, we may adjust your Account to correct errors, process returned and reversed payments, and handle similar issues.

When you send us an Item as payment, you authorize us to make a onetime electronic funds transfer from your deposit account. We may withdraw the funds from your deposit account as early as the same day we receive your payment. You will not receive your Item back from your bank. We will provide additional information about this process on your Statement.

We may use the information from an Item to create an electronic image. We may collect and return the image electronically. This electronic image may also be converted to a substitute check and may be processed in the same way we would process an Item. We are not responsible if an Item you provide has physical features that, when imaged, result in it not being processed as you intended.

SECTION 25. HOW WE APPLY YOUR PAYMENTS.

In each Billing Cycle, we generally apply payments up to your Minimum Payment amount to satisfy the Minimum Payment due on each Credit Plan, first to the highest APR Credit Plan balance and then to Credit Plan balances with lower APRs. We apply any part of your payment exceeding your Minimum Payment amount to the Credit Plan balance with the highest APR, and then to Credit Plan balances with lower APRs. We do this based on the APRs in effect and balances owed on the day your preceding Billing Cycle ended. If more than one Credit Plan balance has the same APR, we will apply the payment to the oldest Credit Plan balance first.

SECTION 26. CREDIT BALANCES.

We may reject and return any payment that creates or adds to a

credit balance on your Account. Any credit balance we allow will not be available until we confirm that your payment has cleared. We may reduce the amount of any credit balance by any new charges. You may write to the address provided on your Statement or call us at 1-877-327-7310 to request a refund of any available credit balance.

SECTION 27. ACCOUNT DEFAULT.

You will be in default if:

1. you do not make any payment when it is due;
2. any payment you make is rejected, not paid or cannot be processed;
3. you file or become the subject of a bankruptcy or insolvency proceeding;
4. you are unable or unwilling to repay your obligations, including upon death or legally declared incapacity;
5. we determine that you made a false, incomplete or misleading statement to us, or you otherwise tried to defraud us; or
6. you do not comply with any term of this Agreement or any other agreement with us.

If you are in default, we may take certain actions with respect to your Account. For example, depending on the default, we may take the following actions, without notifying you, unless the law says that we must give you notice:

1. charge you Fees, as permitted under the Agreement;
2. if so disclosed under a Promotional Credit Plan, terminate the special promotional terms and apply the terms that apply to Regular Credit Plan purchases including changes to your APR and Minimum Payments;
3. close or suspend your Account;
4. lower your credit limit(s);
5. demand that you immediately pay the total balance owing on your Account including all promotional balances;
6. exercise our rights as a secured party, including taking possession of any goods which remain subject to our Security Interest (as provided in the "Security Interest" section of this

Agreement), when allowed by law;

7. continue to charge you Interest Charges and Fees as long as your balance remains outstanding; and/or

8. file a lawsuit against you or pursue another action that is not prohibited by law. If we file a lawsuit, you agree to pay our court costs, expenses and attorney fees, unless the law does not allow us to collect these amounts.

SECTION 28. COMMUNICATIONS.

You agree that we may contact you at any phone number, email address or mailing address you provide to us, including mobile devices. You agree that from time to time we may monitor and record telephone calls made or received by us or our agents regarding your Account to assure the quality of our service. In order for us to service the Account or to collect any amounts you may owe, and subject to applicable law, you agree that we may from time to time make calls and send text messages to you using prerecorded/artificial voice messages or through the use of an automatic dialing device at any telephone number you provide to us in connection with your Account at any time, including a mobile telephone number that could result in charges to you.

SECTION 29. CREDIT REPORTS.

We may report information about your Account, including about you and any Authorized Users, to credit bureaus and others. Late payments, missed payments, or other defaults on your Account may be reflected in your credit report. Information we provide may appear on your credit report.

If you believe that we have reported inaccurate information about your Account to a credit bureau or other consumer reporting agency, notify us in writing at P.O. Box 84240, Sioux Falls, SD 57118. When you write, tell us the specific information that you believe is incorrect and why you believe it is incorrect. We will research the issue and let you know if we agree or disagree with you. If we agree, we will contact each consumer reporting agency we reported to and request a correction.

We may obtain and use credit, income and other information about you from credit bureaus and others as the law allows.

SECTION 30. CLOSING OR SUSPENDING YOUR ACCOUNT.

You may contact us at 1-877-327-7310 to ask us to close your Account.

We may close or suspend your Account at any time and for any reason permitted by law, even if you are not in default.

If your Account is closed or suspended by either you or us for any reason, you must stop using your Card. If we close or permanently suspend your Account, you must return or destroy all Cards. You must still pay us all amounts you owe on the Account, including any amounts that post to your Account after it is closed or suspended.

SECTION 31. CHANGES TO YOUR AGREEMENT.

At any time, we may add, delete or change any term of this Agreement, unless the law prohibits us from doing so. We will give you notice of any changes as required by law. We may notify you of changes on your Statement or in a separate notice. Our notice will tell you when and how the changes will take effect. The notice will describe any rights you have in connection with the changes. If we increase your APR for any reason, or if we change your Fees or other terms of your Account, we will notify you as required by law.

SECTION 32. THE LAW THAT APPLIES TO YOUR AGREEMENT.

We make decisions to grant credit and issue you a Card from our offices in Utah. This Agreement is governed by applicable federal law and by Utah law. If any part of this Agreement is unenforceable, the remaining parts will remain in effect.

SECTION 33. WAIVER.

We will not lose any of our rights if we delay or choose not to take any action for any reason. We may waive our right without notifying you. For example, we may waive your Interest Charges or Fees without notifying you and without losing our right to charge them in the future.

SECTION 34. ASSIGNMENT.

This Agreement will be binding on, and benefit, any of your and our successors and assigns. You may not sell, assign or transfer your Account or this Agreement to someone else without our written permission.

We may sell, assign or transfer your Account and this Agreement including the receivables associated therewith and any of the rights and benefits of this Agreement without your permission and without prior notice to you. Any assignee or assignees will take our place under this Agreement. You must pay them and perform all of your obligations to them and not us. If you pay us after we notify you that we have transferred your Account or this Agreement, we can return the payment to you, forward the payment to the assignee, or handle it in another way that is reasonable.

We may also engage agents, authorized representatives, and other service providers, all of which may act for us under this Agreement and rely on the rights given to us under this Agreement.

SECTION 35. GLOSSARY.

“*Account*” means your Yamaha Credit Card Account with WebBank.

“*Annual Percentage Rate*” means your interest rate stated as a yearly rate.

“*Billing Cycle*” means the period of time reflected on a Statement. This period may vary in length, but is approximately 30 days. You will have a Billing Cycle even if a Statement is not required. We will often specify a Billing Cycle by the month in which its closing date occurs. For example, a “March Billing Cycle” will have a closing date in March. We may also refer to a Billing Cycle as a “Billing Period.” If your Account balance has charged off, we may switch to quarterly Billing Cycles for your Account.

“*Card*” means any WebBank credit card associated with your Account. This includes all renewals and substitutions. It also means any other access device for your Account we give you that allows you to obtain credit, including any Account number.

“*Credit Plans*” mean the Promotional Credit Plans we offer from time to time and the Regular Credit Plan that applies to your purchases. The sum of your Credit Plan balances equals your total Account balance.

“*Fees*” mean charges imposed on your Account not based on the Annual Percentage Rates.

“*Interest Charges*” mean any charges to your Account based on the application of Annual Percentage Rates.

“*Item*” means a check, draft, money order or other negotiable

instrument you use to pay your Account. This includes any image of these instruments.

“*Minimum Payment*” is the total of the minimum payments required for each Credit Plan and at least this amount must be paid by the payment due date indicated on your Statement.

“*Promotional Credit Plans*” are different parts of your Account we may establish for purchases that are subject to special interest rates (APRs), pricing, repayment or other terms.

“*Regular Credit Plan*” means the interest rate (APR), pricing, repayment terms and other terms included in this Agreement for purchases that are not made under Promotional Credit Plans.

“*Statement*” means a document showing important Account information, including all transactions billed to your Account during a Billing Cycle and information about what you must pay. We may also refer to your Statement as a “Periodic Statement” or a “Billing Statement.”

SECTION 36. ARBITRATION.

RESOLUTION OF DISPUTES: THIS ARBITRATION PROVISION LIMITS YOUR RIGHTS IN THE EVENT OF A DISPUTE BETWEEN YOU AND US AND OTHERS. YOU HAVE THE RIGHT TO REJECT THIS PROVISION AS PROVIDED IN PARAGRAPH (b) BELOW.

a Either you or we may, at your or our sole election, require that the sole and exclusive forum and remedy for resolution of a Claim be final and binding arbitration pursuant to this section (the “Arbitration Provision”), unless you opt out as provided in section (b) below. Yamaha (including its affiliates and dealers), or any subsequent holder of this Agreement or any interest in your Account or any subsequent purchaser, holder or assignee of any receivables arising under your Account (collectively, “subsequent holder”), may also elect arbitration of any Claim as provided in this Arbitration Provision. As used in this Arbitration Provision, “Claim” shall include any past, present, or future claim, dispute, or controversy involving you (or persons claiming through or connected with you), on the one hand, and us and/or Yamaha and/or any subsequent holder (or persons claiming through or connected with us and/or Yamaha and/or the subsequent holders), on the other hand, relating to or arising out of your application for and origination of this Account, this Agreement, your Account, or the relationship between you and us, including (except to the extent provided otherwise in the last sentence of

section (f) below) the validity or enforceability of this Arbitration Provision, any part thereof, or the entire Agreement. Claims are subject to arbitration regardless of whether they arise from contract; tort (intentional or otherwise); a constitution, statute, common law, or principles of equity; or otherwise. Claims include matters arising as initial claims, counter-claims, cross-claims, third-party claims, or otherwise. The scope of this Arbitration Provision is to be given the broadest possible interpretation that is enforceable.

b. You may opt out of this Arbitration Provision for all purposes by sending an arbitration opt out notice to P.O. Box 84240, Sioux Falls, SD 57118, which is received at the specified address within 30 days of the date that you applied for an Account. The opt out notice must clearly state that you are rejecting arbitration; identify the Account to which it applies by date; provide your name, address, and social security number; and be signed by you. You may send an opt out notice in any manner you see fit as long as it is received at the specified address within the specified time. No other methods can be used to opt out of this Arbitration Provision. If the opt out notice is sent on your behalf by a third party, such third party must include evidence of his or her authority to submit the opt out notice on your behalf.

c. The party initiating arbitration shall do so with the American Arbitration Association (the “AAA”) or Judicial Alternatives and Mediation Services (“JAMS”). The arbitration shall be conducted according to, and the location of the arbitration shall be determined in accordance with, the rules and policies of the administrator selected, except to the extent the rules conflict with this Arbitration Provision or any applicable law. If you have any questions concerning the AAA or would like to obtain a copy of the AAA arbitration rules, you may call 1(800) 778-7879 or visit the AAA’s web site at: www.adr.org. If you have any questions concerning JAMS or would like to obtain a copy of the JAMS arbitration rules, you may call 1(800) 352-5267 or visit their web site at: www.jamsadr.com. In the case of a conflict between the rules and policies of the administrator and this Arbitration Provision, this Arbitration Provision shall control, subject to applicable law, unless all parties to the arbitration consent to have the rules and policies of the administrator apply. In the event that neither of the above named administrators is available, the party requesting arbitration may choose an alternative arbitrator or arbitration provider.

d. If we (or Yamaha or any subsequent holder) elect arbitration, we (or Yamaha or the subsequent holder, as the case may be) shall pay all the administrator’s filing costs and administrative fees (other than hearing fees). If you elect arbitration, filing costs and administrative fees (other than hearing fees) shall be paid in accordance with the rules of the administrator selected, or in accordance with applicable law if contrary to the administrator’s rules.

We (or Yamaha or the subsequent holder, as the case may be) shall pay the administrator's hearing fees for one full day of arbitration hearings. Fees for hearings that exceed one day will be paid by the party requesting the hearing, unless the administrator's rules or applicable law require otherwise, or you request that we (or Yamaha or the subsequent holder) pay them and we agree (or Yamaha or the subsequent holder agrees) to do so. Each party shall bear the expense of its own attorneys' fees, except as otherwise provided by applicable law. If a statute gives you the right to recover any of these fees, these statutory rights shall apply in the arbitration notwithstanding anything to the contrary herein.

e. Within 30 days of a final award by the arbitrator, any party may appeal the award for reconsideration by a three-arbitrator panel selected according to the rules of the arbitration administrator. In the event of such an appeal, any opposing party may cross-appeal within 30 days after notice of the appeal. The panel will reconsider de novo all aspects of the initial award that are appealed. Costs and conduct of any appeal shall be governed by this Arbitration Provision and the administrator's rules, in the same way as the initial arbitration proceeding. Any award by the individual arbitrator that is not subject to appeal, and any panel award on appeal, shall be final and binding, except for any appeal right under the Federal Arbitration Act ("FAA"), and may be entered as a judgment in any court of competent jurisdiction.

f. We (and Yamaha and any subsequent holder) agree not to invoke our right to arbitrate an individual Claim you may bring in Small Claims Court or an equivalent court, if any, so long as the Claim is pending only in that court. We (or Yamaha or any subsequent holder) will not initiate an arbitration proceeding to collect a debt from you unless you assert a Claim against us (or Yamaha or any subsequent holder). You may seek arbitration in a proceeding to collect a debt. We (or Yamaha or any subsequent holder) may seek arbitration in a proceeding to collect a debt if you assert a Claim against us (or Yamaha or any subsequent holder). **NO ARBITRATION SHALL PROCEED ON A CLASS, REPRESENTATIVE, OR COLLECTIVE BASIS (INCLUDING AS PRIVATE ATTORNEY GENERAL ON BEHALF OF OTHERS), EVEN IF THE CLAIM OR CLAIMS THAT ARE THE SUBJECT OF THE ARBITRATION HAD PREVIOUSLY BEEN ASSERTED (OR COULD HAVE BEEN ASSERTED) IN A COURT AS CLASS, REPRESENTATIVE, OR COLLECTIVE ACTIONS IN A COURT.** Unless consented to in writing by all parties to the arbitration, no party to the arbitration may join, consolidate, or otherwise bring claims for or on behalf of two or more individuals or unrelated corporate entities in the same arbitration unless those persons are parties to a single transaction. Unless consented to in writing by all parties to the arbitration, an award in arbitration shall determine

the rights and obligations of the named parties only, and only with respect to the claims in arbitration, and shall not (a) determine the rights, obligations, or interests of anyone other than a named party, or resolve any Claim of anyone other than a named party; nor (b) make an award for the benefit of, or against, anyone other than a named party. No administrator or arbitrator shall have the power or authority to waive, modify, or fail to enforce this section (f), and any attempt to do so, whether by rule, policy, arbitration decision or otherwise, shall be invalid and unenforceable. Any challenge to the validity of this section (f) shall be determined exclusively by a court and not by the administrator or any arbitrator.

g This Arbitration Provision is made pursuant to a transaction involving interstate commerce and shall be governed by and enforceable under the FAA. The arbitrator will apply substantive law consistent with the FAA and applicable statutes of limitations. The arbitrator may award damages or other types of relief permitted by applicable substantive law, subject to the limitations set forth in this Arbitration Provision. The arbitrator will not be bound by judicial rules of procedure and evidence that would apply in a court. The arbitrator shall take steps to reasonably protect confidential information.

h This Arbitration Provision shall survive (i) suspension, termination, revocation, closure, or amendments to this Agreement and the relationship of the parties and/or Yamaha or a subsequent holder; (ii) the bankruptcy or insolvency of any party or other person; and (iii) any transfer of the Account or this Agreement, or any interest in, or receivables arising under, the Account or this Agreement, to any other person or entity. If any portion of this Arbitration Provision other than section (f) is deemed invalid or unenforceable, the remaining portions of this Arbitration Provision shall nevertheless remain valid and in force. If an arbitration is brought on a class, representative, or collective basis, and the limitations on such proceedings in section (f) are finally adjudicated pursuant to the last sentence of section (f) to be unenforceable, then no arbitration shall be had. In no event shall any such invalidation be deemed to authorize an arbitrator to determine Claims or make awards beyond those authorized in this Arbitration Provision.

THE PARTIES ACKNOWLEDGE THAT THEY HAVE A RIGHT TO LITIGATE CLAIMS THROUGH A COURT BEFORE A JUDGE OR JURY, BUT WILL NOT HAVE THAT RIGHT IF ANY PARTY ELECTS ARBITRATION PURSUANT TO THIS ARBITRATION PROVISION. SUBJECT TO SECTION (b), THE PARTIES HEREBY KNOWINGLY AND VOLUNTARILY WAIVE THEIR RIGHTS TO LITIGATE SUCH CLAIMS IN A COURT BEFORE A JUDGE OR JURY UPON ELECTION OF ARBITRATION BY ANY PARTY.

SECTION 37. YOUR BILLING RIGHTS.

This notice tells you about your rights and our responsibilities under the Fair Credit Billing Act.

YOUR BILLING RIGHTS

Keep This Notice 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 as soon as possible at: P.O. Box 84240, Sioux Falls, SD 57118.

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 or notify us electronically, 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 our receipt of your letter, we will send you a written notice explaining either that we corrected the

error (to appear on your next statement) or the reasons we believe the bill is correct.

While we investigate whether or not there has been an error, the following are true:

- 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 until we send you a notice about the outcome of our investigation, 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, the following must be true:

1. The purchase must have been made in your home state or within 100 miles of your current mailing address, and the purchase price must have been more than \$50 (note: Neither of these is necessary if your purchase was based on an advertisement we mailed to you, or if we own the company that sold you the goods or services);
2. You must have used your credit card for the purchase. Purchases made with cash advances from an ATM or with a check that accesses your credit card account do not qualify; and
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: P.O. Box 84240, Sioux Falls, SD57118.

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.

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FACTS **WHAT DOES YAMAHA MOTOR FINANCE CORPORATION, U.S.A. DO WITH YOUR PERSONAL INFORMATION?**

Why? Financial companies choose how they share your personal information. Federal law gives consumers the right to limit some but not all sharing. Federal law also requires us to tell you how we collect, share, and protect your personal information. Please read this notice carefully to understand what we do.

What? The types of personal information we collect and share depend on the product or service you have with us. This information can include:

- Social Security Number and Credit History / Scores
- Account Balances and Transaction History
- Payment History and Employment Information and Income

How? All financial companies need to share customers’ personal information to run their everyday business. In the section below, we list the reasons financial companies can share their customers’ personal information; the reasons Yamaha Motor Finance Corporation, U.S.A. chooses to share; and whether you can limit this sharing.

Reasons we can share your personal information	Does Yamaha Motor Finance Corporation, U.S.A. share?	Can you limit this sharing?
For our everyday business purposes - such as to process your transactions, maintain your account(s), respond to court orders and legal investigations, or report to credit bureaus	Yes	No
For our marketing purposes - to offer our products and services to you	Yes	No
For joint marketing with other financial companies	Yes	No
For our affiliates’ everyday business purposes - information about your transactions and experiences	Yes	No
For our affiliates’ everyday business purposes - information about your creditworthiness	Yes	Yes
For our affiliates to market to you	Yes	Yes
For nonaffiliates to market to you	Yes	Yes

To limit our sharing

- Call toll-free 1-800-962-7926 - our menu will prompt you through your choice(s). **Please note:** If you are a new customer, we can begin sharing your information thirty (30) days from the date we sent this notice. When you are *no longer* our customer, we continue to share your information as described in this notice.

However, you can contact us at any time to limit our sharing.

Questions? Call 1-800-962-7926. You can also email your questions to privacy@yamahafinancialservices.com.

Who we are
Who is providing this notice?

Yamaha Motor Finance Corporation, U.S.A.

What we do
How does Yamaha Motor Finance Corporation, U.S.A. protect my personal information?

To protect your personal information from unauthorized access and use, we use security measures that comply with federal law. These measures include computer safeguards and secured files and buildings. We also maintain other physical, electronic and procedural safeguards to protect this information and we limit access to information to those employees for whom access is appropriate.

How does Yamaha Motor Finance Corporation, U.S.A. collect my personal information?

We collect your personal information, for example, when you

- Open an account or Apply for financing
- Give us your contact information or Give us your income information
- Pay your bills

We also collect your personal information from others, such as credit bureaus, affiliates or other companies.

Why can't I limit all sharing?

Federal law gives you the right to limit only

- sharing for affiliates' everyday business purposes - information about your creditworthiness
- affiliates from using your information to market to you
- sharing for nonaffiliates to market to you

State laws and individual companies may give you additional rights to limit sharing. See below for more on your rights under state law.

What happens when I limit sharing for an account I hold jointly with someone else?

Your choices will apply to everyone on your account.

Definitions
Affiliates

Companies related by common ownership or control. They can be financial and nonfinancial companies.

- *Our affiliates include Yamaha Motor Co., Ltd., and Yamaha Motor Corporation, U.S.A.*

Nonaffiliates

Companies not related by common ownership or control. They can be financial and nonfinancial companies.

- *Nonaffiliates we share with can include insurance companies, service providers, co-branded partners, retailers, data processors, and advertisers.*

Joint marketing

A formal agreement between nonaffiliated financial companies that together market financial products or services to you.

- *Our joint marketing partners include companies such as other finance companies, banks, and insurance companies.*

Other important information

California Residents: We will not share your information with companies outside of Yamaha Motor Finance Corporation, U.S.A., except for our everyday business purposes, for marketing our products and services to you or with your consent.

Vermont Residents: We will not disclose credit information about you within or outside the Yamaha Motor Finance Corporation, U.S.A. family of companies except as required or permitted by law.



Other important information (Continued)

Nevada Residents: Notice provided pursuant to state law. To be placed on our internal Do Not Call List or to contact our Customer Service Department, call 1-800-962-7926. If you would like more information about telemarketing practices, you may contact us at Yamaha Motor Finance Corporation, U.S.A., Attn: Privacy Department, 6555 Katella Avenue, Cypress, California 90630-5101 or at privacy@yamahafinancialservices.com. For more on this Nevada law, contact Bureau of Consumer Protection, Office of the Nevada Attorney General, 555 E. Washington St., Suite 3900, Las Vegas, NV 89101; Phone number: 1-702-486-3132; e-mail: BCPINFO@ag.state.nv.us.

Texas Residents: Yamaha Motor Finance Corporation, U.S.A. is licensed and examined under the laws of the State of Texas and by state law is subject to regulatory oversight by the Office of Consumer Credit Commissioner. For questions or complaints about your loan, contact Yamaha Motor Finance Corporation, U.S.A. at 1-800-962-7926 or in writing at Yamaha Motor Finance Corporation, U.S.A., 6555 Katella Avenue, Cypress, California 90630-5101. Yamaha Motor Finance Corporation, U.S.A. is licensed and examined under Texas law by the Office of Consumer Credit Commissioner (OCCC), a state agency. If a complaint or question cannot be resolved by contacting the lender, consumers can contact the OCCC to file a complaint or ask a general credit-related question. OCCC address: 2601 N. Lamar Blvd., Austin, Texas 78705. Phone: 1-800-538-1579. Fax: 1-512-936-7610. Website: occc.texas.gov. E-mail: consumer.complaints@occc.texas.gov.

Telephone Communications: All telephone communications with us or our authorized agents may be monitored or recorded.
*Notice provided by: Yamaha Motor Finance Corporation, U.S.A.

FACTS	WHAT DOES WebBank DO WITH YOUR PERSONAL INFORMATION IN CONNECTION WITH YOUR YAMAHA MOTOR FINANCE CORPORATION, U.S.A ACCOUNT?		
Why?	Financial companies choose how they share your personal information. Federal law gives consumers the right to limit some but not all sharing. Federal law also requires us to tell you how we collect, share and protect your personal information. Please read this notice carefully to understand what we do.		
What?	<p>The types of personal information we collect and share depend on the product or service you have with us. This information can include:</p> <ul style="list-style-type: none"> • Social Security number and transaction history • payment history and account balances • credit history and credit scores <p>When you are no longer our customer, we continue to share your information as described in this notice.</p>		
How?	All financial companies need to share customers' personal information to run their everyday business. In the section below, we list the reasons financial companies can share their customers' personal information; the reasons WebBank chooses to share; and whether you can limit this sharing.		
Reasons we can share your personal information	Does WebBank share?	Can you limit this sharing?	
For our everyday business purposes – such as to process your transactions, maintain your account(s), respond to court orders and legal investigations, or report to credit bureaus	Yes	No	
For our marketing purposes – to offer our products and services to you	Yes	No	
For joint marketing with other financial companies	No	We don't share	
For our affiliates' everyday business purposes – information about your transactions and experiences	No	We don't share	
For our affiliates' everyday business purposes – information about your creditworthiness	No	We don't share	
For our affiliates to market to you	No	We don't share	
For nonaffiliates to market to you	No	We don't share	
Questions?	Call toll-free 800-962-7926. You can also email your questions to privacy@yamahafinancialservices.com		

Who we are	
Who is providing this notice?	WebBank
What we do	
How does WebBank protect my personal information?	To protect your personal information from unauthorized access and use, we use security measures that comply with federal law. These measures include computer safeguards and secured files and buildings. We also maintain other physical, electronic and procedural safeguards to protect this information and we limit access to information to those employees for whom access is appropriate.
How does WebBank collect my personal information?	<p>We collect your personal information, for example, when you</p> <ul style="list-style-type: none"> • open an account or apply for financing • give us your contact information or give us your income information • pay your bills <p>We also collect your personal information from others, such as credit bureaus or other companies.</p>
Why can't I limit all sharing?	<p>Federal law gives you the right to limit only</p> <ul style="list-style-type: none"> • sharing for affiliates' everyday business purposes--information about your creditworthiness • affiliates from using your information to market to you • sharing for nonaffiliates to market to you <p>State laws and individual companies may give you additional rights to limit sharing. See below for more on your rights under state law.</p>
Definitions	
Affiliates	<p>Companies related by common ownership or control. They can be financial and nonfinancial companies.</p> <ul style="list-style-type: none"> • WebBank does not share with our affiliates.
Nonaffiliates	<p>Companies not related by common ownership or control. They can be financial and nonfinancial companies.</p> <ul style="list-style-type: none"> • WebBank does not share with nonaffiliates so they can market to you.
Joint marketing	<p>A formal agreement between nonaffiliated financial companies that together market financial products or services to you.</p> <ul style="list-style-type: none"> • WebBank does not jointly market.
Other important information	
Special Notice For State Residents: We will also comply with more restrictive state laws to the extent that they apply.	