

# Important Disclosures About Your Klarna Credit Card

Klarna Credit Card is issued by WebBank, pursuant to a license from Visa U.S.A. Inc.

## Account Opening Disclosures

### Interest Rates and Interest Charges

<b>Annual Percentage Rate (APR) for Pay Over Months Plans</b>	<b>28.99%</b>
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Your due date is at least 21 days after the close of each billing period. We do not charge interest on standard Purchases. We will begin charging interest on a Purchase converted to a Pay Over Months balance the day after the due date on the first periodic statement where the Purchase appears.

### How to Avoid Paying Interest

**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

#### Penalty Fee

- |  |                  |
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| <ul style="list-style-type: none"><li>Late Payment</li></ul> | Up to <b>\$7</b> |
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**How We Will Calculate Your Balance:** We figure the interest charge on your account by applying the periodic rate to the “daily balance” of your Pay Over Months plan(s) for each day in the billing cycle. To get the “daily balance” we take the beginning balance of your Pay Over Months purchases each day. This gives us the daily balance.

**Billing Rights:** Information on your rights to dispute transactions and how to exercise those rights is provided in your Cardmember Agreement.

**Military Lending Act Disclosure:** To receive important disclosures and payment obligation information about this Agreement verbally, please call 866-483-6518.

## CARDMEMBER AGREEMENT

**General Information:** This Cardmember Agreement and the Important Disclosures About Your Klarna Credit Card ("**Important Disclosures**") (together, the "**Agreement**") is the agreement for your Klarna credit card account issued by WebBank (your "**Account**"). Key terms are defined throughout this Agreement, including in the "Definitions" section, below. The words "**we**," "**us**," "**our**" and "**WebBank**" each mean WebBank. The word "**Klarna**" means Klarna Inc., our service provider that assists us in servicing your Account. The words "**Cardmember**," "**you**" and "**your**" each mean all persons whom we approve to use the Account, and any person who agrees to be responsible for payment of the Account. Please keep a copy of the Agreement for your records and read it carefully.

**Arbitration Notice: SECTION 32 OF THIS AGREEMENT IS AN ARBITRATION PROVISION WHICH WILL APPLY TO YOU UNLESS (1) YOU ARE A COVERED BORROWER UNDER THE MILITARY LENDING ACT ON THE DATE YOU OPEN THIS ACCOUNT, OR (2) YOU REJECT THE ARBITRATION PROVISION AS PROVIDED IN SECTION 32. IF APPLICABLE, THE ARBITRATION PROVISION WILL SIGNIFICANTLY AFFECT YOUR RIGHTS IF A DISPUTE ARISES BETWEEN YOU AND US. FOR EXAMPLE, YOU WILL NOT BE ABLE TO BRING OR PARTICIPATE IN A CLASS ACTION RELATING TO MATTERS ARISING UNDER THIS AGREEMENT.**

### 1. Definitions

Capitalized terms used throughout this Agreement have the meanings set forth below:

**Term:**

**Definition:**

APR or Annual Percentage Rate

An annualized interest rate. We use the APR of that Pay Over Months Plan to calculate the interest you owe us.

Billing Cycle	The period of time covered by each Statement we send you.
Card	Any physical card, virtual card, Account number, virtual account, or any device that can be used to access your credit card Account.
Spending Limit	The maximum amount of credit that can be accessed using your Account at any time.
Minimum Payment	The minimum amount you must pay us to remain in good standing. Your Minimum Payment is equal to the Minimum Payment Due plus certain other post-due-date payments you make as explained below. Your Minimum Payment Due will be shown on each Statement and is due at least 21 days after we reasonably attempt to deliver your Statement in accordance with federal law.
Pay Over Months Plan	A Card Purchase that will be repaid over a 1-, 3-, or 6-month period, or other monthly term period selected by you within the Klarna App, that starts the day after the due date on the first periodic statement where the Purchase appears and to which an Annual Percentage Rate applies. These purchases will not be included in the Minimum Payment Due for the Billing Cycle during which the Purchase was made, but will be included in the Minimum Payment Due for the next Billing Cycle and, as applicable, subsequent Billing Cycles until repaid in full.
Purchase	Using your Card (including through a mobile device or mobile wallet) to buy or lease goods or services. "Purchases" generally include any credit adjustments related to a Purchase.
Available Credit	An estimate of the amount you can spend with your Card, consisting of the Spending Limit

minus the outstanding balance on your Klarna Credit Card.

Statement

A periodic billing statement we will provide to you if and as required by applicable law.

## 2. Acceptance and Use of This Account; Promise to Pay

By accepting a Card, activating or using the Account, or allowing someone else to do so, you agree to and accept the terms of this Agreement. You may use your Account only for personal, family, or household purposes, and not for any business, commercial or investment purposes. You promise to pay us the amount of all transactions, fees and other amounts charged to your Account.

You may make Purchase transactions up to your Available Credit either by presenting your Card to a merchant, or by using your Card or Account number over the telephone, internet or some other electronic method to complete such transactions.

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

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

We may decline to authorize a transaction for any reason. This may occur even if the transaction would not cause you to exceed your Available Credit or Spending Limit. We will not be liable to you if we decline to authorize a transaction or if anyone refuses to process a transaction with your Account.

## 3. Minimum Payments; Repayment Features

If you make a Purchase with your Card, the entire amount of the Purchase (a “standard Purchase”) will be added to the next Minimum Payment Due, unless you convert the Purchase to a Pay Over Months Plan. If you take no actions on your Account, your Minimum Payment Due and your Outstanding Balance will be the same amount. For example, if you take no actions to convert Purchases to Pay Over Months Plans, and you make \$200 worth of Purchases during a Billing Cycle, your Minimum Payment Due for that Billing Cycle will be \$200. Your Minimum Payment equals the Minimum Payment Due plus any payments you choose to make after your payment due date as shown on your Statement and before the date your next Billing Cycle begins. Any such payment will be deemed due on the date you select.

If you make a Purchase with your Card of greater than or equal to \$30, and your Account is not in Default as defined in Section 15, you will be able to convert the Purchase to a Pay Over Months Plan. If a Purchase is converted to a Pay Over Months Plan, we will split the Purchase amount into equal, or approximately equal, parts corresponding to the length of the Pay Over Months Plan. For example, a Purchase converted into a 3-month Pay Over Months Plan will be split into 3 approximately equal parts, a purchase converted into a 6-month plan will be split into 6 approximately equal parts. etc. You will select the term of the Pay Over Months Plan within the Klarna App at the time the Purchase is converted. Once a Purchase is converted, one part of the Purchase amount, plus accrued interest, will be added to your next Statement’s Minimum Payment Due, and to subsequent Statement’s Minimum Payment Due until the Purchase is paid in full. Interest accrues on Pay Over Months plans from the date after the Due Date for the Billing Cycle in which the Purchase is made. For that subsequent Billing Cycle, your Minimum Payment Due as shown on your statement will include interest that accrues at the start of such Billing Cycle through the Due Date for that Billing Cycle. If you make early payments towards Purchases converted to a Pay Over Months Plan, you will pay less in interest.

Therefore, your Minimum Payment will consist of (1) the entire amount of any standard Purchases conducted during the Billing Cycle, plus (2) any amount due under a Pay Over Months Plan, plus (3) any interest accrued on Pay Over Months Plans, plus (4) any payments you choose to make after your payment due date as shown on your Statement and before the date your next Billing Cycle begins.

You may convert a Purchase to a Pay Over Months Plan within the Klarna App until the Due Date of the Statement on which the Purchase first appears. You may convert multiple Purchases each Billing Cycle to Pay Over Months Plans. The length of Pay Over Months Plan available to be selected within the App for any individual Purchase may depend on the Purchase amount. Pay Over Months Plans will be assessed an Annual Percentage Rate as described in Section 5.

## **4. Fees**

**a) Late Payment Fee:** The Minimum Payment Due for a specific Billing Cycle will be past due if it is not received by the date and in the manner specified for payments on your Statement. If the Minimum Payment Due is past due, we will charge you a Late Payment Fee equal to the lesser of (i) \$7 or (ii) 25% of the outstanding balance indicated on the applicable Statement.

## 5. Interest Charges and Interest Calculation

You will only be charged interest on Purchases that are converted to a Pay Over Months Plan. You will never be assessed interest on Purchases that you do not convert to a Pay Over Months Plan. We will charge you interest as of the first day after the Due Date of the Billing Cycle in which the Purchase was made. For example, if your Billing Cycle is the calendar month and the payment due date is the 21st day of the following month and you make a Purchase on the 5th day of January and convert the Purchase to a Pay Over Months Plan on the 15th day of January, you will begin to accumulate interest on this Purchase until February 22nd. Interest will be calculated from the first day after the Due Date of the Billing Cycle when the Purchase was made until the balance is paid in full. Your Statement will display the interest accrued within the Billing Cycle.

Interest accrues daily on the unpaid principal balance of each Pay Over Months Plan. If you make a late payment on a Pay Over Months Plan, you will pay more interest because interest accrues on the unpaid principal balance. If you make early payments on Purchases in a Pay Over Months Plan, you will pay less interest.

## 6. Spending Limit and Available Credit

We may change your Spending Limit at any time subject to applicable law. You agree never to use your Card when the use would exceed your Spending Limit, and that we are not obligated to extend credit to you for an amount that would cause your outstanding balance to exceed your Spending Limit, or for any amount if your outstanding balance is already over the Spending Limit. If you make a transaction that would cause you to exceed your Spending Limit, we may (a) allow the transaction without increasing your Spending Limit; (b) allow the transaction without increasing your Spending Limit and treat that amount as immediately due; or (c) refuse the transaction. If we permit a transaction that causes your Account to go over-limit, it does not increase your Spending Limit and does not mean that we will do so again in the future. You will pay any amount(s) which exceeds your Spending Limit, upon demand. You will not be charged a fee if we permit a transaction that causes your Account to exceed your Spending Limit.

Your Available Credit is an estimate of the amount you will be able to spend with your Card. We arrive at the Available Credit by subtracting your outstanding balance from your assigned Spending Limit.

We approve transactions with your Card based on your repayment history. If you make a transaction that would cause you to exceed your Available Credit, we may (a) allow the transaction while continuing to subtract amounts in the future that you owe on Klarna-branded payment and credit products; or (b) refuse the transaction. If the transaction is refused, we may notify the person who attempted the transaction that it has been refused.

## 7. Illegal Activities and Card Use

You agree not to use your Card or Account to engage in illegal activities, including, but not limited to, certain internet gambling. If you use your Card or Account to engage in any illegal activity, you understand that you will nevertheless be liable for any transactions made by use of your Card or Account, and any related interest and fees.

## 8. Military Lending Act

The Military Lending Act provides protections for certain members of the Armed Forces and their dependents ("Covered Borrowers"). The provisions of this section apply only to Covered Borrowers.

**a) Statement of Military APR: 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 dependents may not exceed an annual percentage rate of 36 percent. This rate must include, as applicable to the credit transaction or account: The costs associated with credit insurance premiums; fees for ancillary products sold in connection with the credit transaction; any application fee charged (other than certain application fees for specific credit transactions or accounts); and any participation fee charged (other than certain participation fees for a credit card account).**

**b) Oral Disclosures: Covered Borrowers may receive important disclosures and payment obligation information about this Agreement verbally by calling us toll free at 866-483-6518.**

## 9. Foreign Transactions

If a Purchase is in a currency other than U.S. dollars, the payment network supporting your Account will convert the Purchase into U.S. dollars using its own currency conversion procedures. Currently, the exchange rate is determined in one of two ways. The rate will come from either the range of rates available in the wholesale currency markets for the processing date (which may be different from the

rate the payment network receives) or a government-mandated rate in effect on that date. The exchange rate used may differ from the rate on the date of your Purchase or its posting date. If you return or exchange merchandise that was purchased in a foreign currency, the exchange rate is determined as of the date of the return. These rules may change without notice.

## **10. Document Copies, Rush Card and Other Convenience Fees**

If you request a copy of a charge slip or other document not in connection with a billing error, or if you request overnight delivery of a replacement card, or if you request any other special services, we may charge a fee to your Account, subject to applicable law. Before we do, we will disclose the fee to you at the time of your request.

## **11. Making Payments**

You agree to make your payments only in U.S. dollars by a means that we make available to you. In our discretion, we may delay increasing your available credit by the amount of any payment until we determine that your payment has been indefeasibly collected. We reserve the right to reject any payment that will create or increase a credit balance on your Account as of the date we receive the payment. We will not pay interest on any credit balance on your Account.

Payments received in the manner specified on your Statement, including via electronic means such as electronic debit or card charge, in proper form by 11:59 p.m. Eastern Time on a business day will be credited to your Account as of that day. Payments received in proper form after that time will be credited to your Account as of the next business day. We may, in our discretion, accept payments not received in proper form, but crediting of such payments may be delayed up to five days following receipt.

## **12. Irregular Payments**

We may accept late payments, partial payments, disputed payments or payments marked with restrictive writing, such as "Paid in Full" or similar language, without losing any of our rights under the Agreement.

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

## **13. Allocation of Payments**

We will allocate payments and other credits in our sole discretion, subject to applicable law. If you make a payment in excess of the Minimum Payment, we will allocate the excess amount first to the balance with the highest annual percentage rate and any remaining portion to the other balances in descending order based on the applicable annual percentage rate, except as otherwise provided by applicable law.

If you return a Purchase, we will try to credit the return amount against the applicable balance, even if that Purchase was converted to a Pay Over Months Plan, but we will not be liable if we fail to or are unable to automatically credit the return against the applicable balance.

## **14. Amendments**

Subject to applicable law, we may change the terms of this Agreement for any reason or no reason, and in any respect, by adding, deleting or modifying any provision, including APRs, fees, the calculation of Minimum Payment and other terms. In certain circumstances, when we are required by law to notify you of changes to the terms of this Agreement, we will do so. In other circumstances we may not be required to do so. When required by law to advise you that you have a legal right to reject any changes we make, we will provide an explanation about how to do that. Changes will not apply to existing balances except where permitted by applicable law. In some circumstances, other aspects of your Account may change even though the terms of the Account do not change. We can update any address or telephone number provided in this Agreement, but we will notify you if we do so.

## **15. Events of Default**

We may declare you to be in default under this Agreement, to the extent permitted by law, if any of the following events occur: (a) you fail to pay any Minimum Payment when due; (b) you breach any other term of this Agreement or of any other obligation or agreement you have or will have with us or our service providers; (c) you die or become insolvent; (d) a petition is filed or other proceeding is started under the federal Bankruptcy Code or any state insolvency statute by or against you; (e) a

receiver is appointed or a writ or order of attachment, levy or garnishment is issued against you or any of your property assets or income; (f) we believe in good faith, that the likelihood of your paying or performing all your obligations under this Agreement is impaired; or (g) you make a fraudulent, false or misleading statement in your Account application or otherwise in connection with any other obligation or agreement you have with us or our service providers.

PLEASE NOTE: Residents of Idaho, Iowa, Kansas, Maine, South Carolina and Wisconsin should see important terms regarding events of default below under "Additional Disclosures."

## **16. Remedies on Default**

If you are in default, we may, without limiting any of our rights or remedies, take one or more of the following actions: (a) declare all or any part of the total outstanding balance on your Account to be immediately due and payable; (b) terminate or suspend your Account and/or your ability to make additional transactions using the Account; (c) reduce your Spending Limit; (d) commence an action for the collection of all amounts owed in connection with this Agreement; and (e) subject to applicable provisions of law, charge you all reasonable collection expenses incurred by us in the collection of amounts you owe under this Agreement, including fees of attorneys, court costs (including costs incurred in bankruptcy and appellate court proceedings) and fees of any collection agency to which we refer your Account.

## **17. Waiver**

We may delay or waive enforcing our rights under applicable law or this Agreement without losing them. A waiver of rights by us shall not be deemed to be a waiver of other rights or of the same rights at any other time.

## **18. Transfer of Account**

You cannot transfer or assign your Account or your rights under this Agreement to any other person, and any attempt to do so is automatically void and of no legal effect. You understand and agree that we may transfer or assign all or any part of your Account balance and/or our rights under this Agreement at any time and without notice to you.

## **19. Cancellation**

You may close your Account by notifying us in writing, through the website, mobile application, or by telephone. You must notify anyone you have authorized to charge transactions to your Account that you have closed your Account or we may continue to allow these transactions. Your obligations on the Account will continue even though you or we have closed your Account. We may close your Account or suspend your ability to use your Account or Card, or otherwise cancel, or limit this Agreement at any time for any reason or no reason, and without notice to you, subject to applicable law. If you or we close your Account, you must destroy all Card plastics or other credit devices for the Account. We are not liable for any refusal by anyone to honor your Account or Card.

## **20. Liability for Account**

Except as otherwise noted herein, you are liable for all amounts due under this Agreement regardless of who receives benefit from the Account to the fullest extent permitted by law.

## **21. Other Users of your Account**

If you permit another person to use your Account by providing such person with a Card or the Account number, your permission will be deemed to extend to all transactions made by that person and will continue until you notify us at 888-518-2771 or otherwise take the necessary steps to prevent such person from making further transactions using the Account. Giving another person a device that functions as a Card and/or any information necessary to use the device as a Card has the same consequence for you as permitting such person to use your Account. You will be obligated to pay all transactions made by any person you permit to use your Account, as well as all related fees, whether or not you intended to be responsible for such charges.

## **22. Liability for Unauthorized Use**

If you notice the loss or theft of your Card or a possible unauthorized use of your Account or Card, you agree to write to us immediately at: WebBank c/o Klarna, P.O. Box 8116, Columbus, Ohio 43201. You will not be liable for any unauthorized use that occurs after we receive your notice.

Under our no fraud liability policy, you will not be liable for any unauthorized purchases made through the Visa® network at merchants, including those transacted on the internet, if you contact us promptly after the Statement on which the transaction occurred was mailed or electronically sent to you. You understand that we may need your assistance to help to find out what happened and correct the problem, and you agree to respond to any reasonable request for information related to

an unauthorized purchase. You understand that you are solely responsible for protecting access to, and use of, your Card and Account Information, including if your mobile phone or other electronic device can function as a Card or otherwise store your Account Information. You agree that unauthorized use does not include use by a person to whom you have given authority to use the Card or Account, and that you will be liable for all use by such a person until you notify us that such authority to use the Card or Account is no longer authorized. To terminate that authority, you must notify us at 888-518-2771.

## **23. Credit Reports and Account Information**

You give us permission to request information and to make whatever inquiries we consider necessary and appropriate, including obtaining information from third parties and requesting consumer reports from consumer reporting agencies, for the purpose of considering your application for this Account and subsequently, in connection with servicing your Account, including any product upgrades or any updates, renewals, reviews of your Spending Limit, or reviewing or collecting your Account. You also authorize us and/or Klarna to obtain reports on you, including consumer reports from consumer reporting agencies, and to use such reports to market to you other products and/or services.

**If you believe that you have been the victim of identity theft and want to exercise your rights under the Fair Credit Reporting Act, submit an identity theft report and affidavit to WebBank c/o Klarna, P.O. Box 8116, Columbus, Ohio 43201.**

## **24. Change of Contact Information**

You agree to notify us promptly if you change your name, address, telephone number or any other contact information. You also agree that if the U.S. Postal Service or one of its agents notifies us of a change in address for you, we may change your address based on this information. We will have no liability to you for changing your address based on such information, even if the information provided by the U.S. Postal Service or one of its agents is in error. If any Statement is returned to us because of an incorrect address, we may stop sending Statements to you until a valid address is provided to us, but for all purposes it shall be considered as if we made your Statement available to you as of the Statement date that was or would have been printed on your Statement.

## **25. Telephone Communication Monitoring and Contacting You**

You agree that your telephone communications with us or any of our representatives, affiliates or service providers may be monitored, recorded and retained by any of them, although they have no obligation to do so. You expressly authorize us, our representatives, affiliates, agents and service providers (including Klarna) to contact you at any telephone number you provide to us, in the application or otherwise, now or in the future, or any number you have previously provided to us, or any of our representatives, affiliates or service providers, using an autodialer, pre-recorded messages, artificial voice, and/or text messages, in order to perform account authentication and to provide alerts and other information regarding your current or future applications and accounts for all products you have or may have with us. Message and data rates may apply. You also expressly consent to WebBank, or any of its representatives, affiliates or service providers (including Klarna) sending email messages regarding your Account to your email address at any time of the day or night, including emails delivered to a cell phone or mobile device. You agree that you will accept calls at your home, place of business or on a mobile telephone regarding the Account. You understand that calls may be automatically dialed and a message played; you understand and agree that these calls and messages may be read or listened to by anyone with access to your telephone or email account, and that such calls are not "unsolicited calls" for purposes of any state or federal law, and you expressly consent to receive such calls and messages. You agree that we are not liable for any resulting breach of privacy or for any charges or costs you incur in connection with text messaging, emails or other communication that we or any of our representatives, affiliates or service providers may send you. You agree that this authorization constitutes a bargained for exchange. To the extent you have the right under applicable law to revoke this authorization, you agree you may do so only by writing to us at WebBank c/o Klarna, P.O. Box 8116, Columbus, Ohio 43201 or [customerservice@klarna.com](mailto:customerservice@klarna.com).

## **26. Communications Under Federal Bankruptcy Code**

Any communication with us required or permitted under the Federal Bankruptcy

Code must be in writing, must include your Account number, and must be sent to WebBank c/o Klarna, P.O. Box 8116, Columbus, Ohio 43201.

## **27. GOVERNING LAW; CLASS ACTION WAIVER**

THE TERMS AND ENFORCEMENT OF THIS AGREEMENT AND YOUR ACCOUNT SHALL BE GOVERNED AND INTERPRETED IN ACCORDANCE WITH FEDERAL LAW AND, TO THE EXTENT STATE LAW APPLIES, THE LAW OF THE STATE OF UTAH, WITHOUT REGARD TO CONFLICT-OF-LAW PRINCIPLES. THE LAW OF THE STATE OF UTAH, WHERE WE AND YOUR ACCOUNT ARE LOCATED AND FROM WHICH WE EXTEND CREDIT TO YOU, WILL APPLY NO MATTER WHERE

YOU LIVE OR USE THE ACCOUNT. **UNLESS YOU ARE A COVERED BORROWER UNDER THE MILITARY LENDING ACT AT THE TIME THIS ACCOUNT IS ORIGINATED, YOU EXPRESSLY WAIVE YOUR RIGHT TO INITIATE OR PARTICIPATE IN A CLASS ACTION RELATED TO THIS AGREEMENT PURSUANT TO UTAH CODE ANN. § 70C-4-105.**

## **28. Waiver of Jury Trial**

**You acknowledge that the right to trial by jury is a constitutional right but may be waived in certain circumstances. To the extent permitted by law, you knowingly and voluntarily waive any right to trial by jury in the event of litigation arising out of or related to this Agreement. This jury trial waiver shall not affect or be interpreted as modifying in any fashion the Arbitration Provision below, which has its own separate jury trial waiver. This waiver does not apply if you are a Covered Borrower under the Military Lending Act at the time this Account is originated.**

## **29. Enforceability**

Subject to and except as otherwise provided in the Arbitration Provision, if any term of this Agreement is finally determined to be void or unenforceable by a court or government agency of competent jurisdiction, that term will be enforceable to the extent allowed by such court or agency, and the remainder will no longer be a part of this Agreement. All other provisions of this Agreement will remain in effect.

## **30. Agreement in Writing**

This Agreement is the final expression of the agreement between you and us and it may not be contradicted by evidence of an alleged oral agreement.

## **31. Unsecured Credit**

Notwithstanding any language in any agreement to the contrary, this Account and this Agreement, and your obligation to pay amounts due under this Agreement, are not secured, and any security

interest which might otherwise exist with respect to the Account or Agreement is hereby waived by us.

## 32. ARBITRATION PROVISION

PLEASE READ THIS ARBITRATION PROVISION CAREFULLY. UNLESS YOU (1) ARE SUBJECT TO THE PROTECTIONS OF THE MILITARY LENDING ACT OR (2) OPT OUT IN ACCORDANCE WITH THE PROCEDURES DESCRIBED BELOW, IT WILL HAVE A SUBSTANTIAL EFFECT ON YOUR RIGHTS, INCLUDING YOUR RIGHT TO BRING OR PARTICIPATE IN A JURY TRIAL OR A CLASS ACTION.

**A. Scope of Provision.** Except as set forth in Section 32(B), you agree that any and all past, present, or future disputes or claims, including without limitation (a) federal and state regulatory and statutory claims, (b) common law claims, (c) claims under local ordinances, (d) data breach or privacy claims, and (e) claims based in contract, tort, intentional tort, fraud, misrepresentation or any other legal theory, arising out of or relating to this Agreement, your loan, purchases or payments you make, transactions you engage in, collection of amounts due, or the corresponding relationship between you, on the one hand, and WebBank and/or Klarna Inc., and their agents, employees, officers, directors, predecessors in interest, and successors and assigns (for purposes of this section, collectively the “WebBank/Klarna Parties”), on the other hand (collectively, (“Dispute(s)”) – at the election of either you or us – be resolved exclusively through final and binding arbitration, as set forth in this section (“Arbitration Provision”), rather than in court, before a judge or a jury. This Arbitration Provision is also binding upon and may be enforced by any third party who is named as a co-defendant with us in a claim asserted by you.

### **B. Exceptions to Arbitration.**

a. If any party contends that the amount of a claim in a Dispute is within the jurisdiction of the small claims court (or an equivalent court), it may instruct the administrator to administratively close the arbitration case, prior to payment of fees, and direct that the claim be filed, if at all, in small claims court. Upon such a request by a party, the arbitration provider shall administratively close the arbitration proceeding. Any dispute about whether a claim qualifies for small claims court shall be resolved by that court, not by an arbitrator. In the event of any such dispute, the arbitration proceeding shall remain closed unless and until a decision by the small claims court that the small claims court lacks jurisdiction over the action. Only in the event that the small claims court determines that it lacks jurisdiction over the Dispute may the arbitration provider reopen the arbitration case. You and we acknowledge that failure to comply with the provisions of this Section 32(B) would irreparably harm the party requesting administrative closure of the arbitration proceeding, and you and the WebBank/Klarna Parties agree that a court may issue an order staying the arbitrations (and any obligation to pay arbitration fees) until any disagreements over the

provisions of this Section 32(B) are resolved by the court. You and we do not have to arbitrate a small claim that is filed in small claims court, but if that claim is transferred, removed, or appealed to a different court, you or we may elect to compel arbitration. Moreover, if you or we bring any counterclaim or cross-claim that is for more than the small claims court's jurisdiction, you or we can elect to have the entire claim (including the counterclaim or cross-claim) resolved by arbitration.

b. This Arbitration Provision shall not apply to transactions subject to the Military Lending Act involving covered borrowers, as defined in the Act. Thus, if your claim involves a covered transaction under the Military Lending Act, this Arbitration Provision will be inapplicable to such claim.

C. This Arbitration Provision shall be broadly construed and any dispute or arbitration hereunder will be governed by the Federal Arbitration Act ("FAA"), federal law, and the laws of the State of Utah as provided in the "Governing law, venue" section of the Agreement, without regard to principles of conflict of law, including any applicable statutes of limitations. The arbitrator's award shall be final and binding, except for any appeal rights under the FAA, and judgment on the award rendered by the arbitrator may be entered in any court having jurisdiction thereof. Any arbitration shall be confidential, and neither you nor we may disclose the existence, content or results of any arbitration, except as may be required by law or for purposes of enforcement of the arbitration award.

**D. Waiver of Jury Trial.** IF A DISPUTE IS ARBITRATED, THE PARTIES WAIVE THEIR RIGHT TO RESOLVE THE DISPUTE IN COURT BEFORE A JUDGE OR A JURY. IF FOR ANY REASON A DISPUTE ARISING OUT OF OR RELATING TO THIS AGREEMENT, ANY OTHER AGREEMENT YOU HAVE WITH THE WEBBANK/KLARNA PARTIES OR THE RELATIONSHIP BETWEEN YOU AND THE WEBBANK/KLARNA PARTIES PROCEEDS IN COURT RATHER THAN IN ARBITRATION, YOU AND THE WEBBANK/KLARNA PARTIES EACH WAIVE ANY RIGHT TO A JURY TRIAL TO THE FULL EXTENT PERMITTED BY APPLICABLE LAW. There is no judge or jury in arbitration, and court review of an arbitration award is subject to very limited review.

**E. NO CLASS OR MASS ACTION ("Class and Mass Action Waiver")** YOU AND THE WEBBANK/KLARNA PARTIES AGREE THAT EACH MAY BRING CLAIMS AGAINST THE OTHER ONLY ON AN INDIVIDUAL BASIS AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS, CONSOLIDATED OR REPRESENTATIVE ACTION OR PROCEEDING. UNLESS BOTH YOU AND THE WEBBANK/KLARNA PARTIES AGREE OTHERWISE IN WRITING, AND EXCEPT AS PROVIDED IN SECTION 32(H)(f), THIS ARBITRATION WILL PRECLUDE YOU FROM BRINGING ANY CLASS, COLLECTIVE, COORDINATED, CONSOLIDATED, MASS AND/OR REPRESENTATIVE ACTION AGAINST THE WEBBANK/KLARNA PARTIES, AND WILL ALSO PRECLUDE YOU FROM PARTICIPATING IN OR RECOVERING RELIEF IN ANY CURRENT OR FUTURE CLASS, COLLECTIVE, COORDINATED, CONSOLIDATED, MASS AND/OR REPRESENTATIVE ACTION BROUGHT AGAINST THE WEBBANK/KLARNA PARTIES BY SOMEONE ELSE. EXCEPT AS SET FORTH IN SECTION 32(H)(f), THE ARBITRATOR MAY NOT CONSOLIDATE OR JOIN MORE THAN ONE PERSON'S OR PARTY'S CLAIMS AND MAY NOT OTHERWISE PRESIDE OVER ANY FORM OF A CONSOLIDATED, REPRESENTATIVE, OR CLASS PROCEEDING.

THE ARBITRATOR MAY AWARD RELIEF (INCLUDING MONETARY, INJUNCTIVE, AND DECLARATORY RELIEF) AVAILABLE IN AN INDIVIDUAL LAWSUIT ONLY EXCEPT AS SET FORTH IN SECTION 32(H)(f) BELOW.

**F. Initial Dispute Resolution.** Before submitting a claim for arbitration in accordance with this Arbitration Provision, you and we agree to try, for 60 days, to resolve any Dispute informally. Any party wishing to bring a claim agrees to provide a notice of the Dispute (“Notice of Claim”) to the other parties, which shall include the sender’s name, address and contact information, the facts giving rise to the Dispute, and the relief requested. The Notice of Claim shall be an individualized claim specific to the individual bringing the claim. Any Notice of Claim to the WebBank/Klarna Parties shall be sent to: [noticeofclaim.us@klarna.com](mailto:noticeofclaim.us@klarna.com) from the primary email address associated with your account. The WebBank/Klarna Parties will not respond to any emails sent to this email address that do not relate to a Notice of Claim. Any Notice of Claim sent to you will be sent to the most recent email address the WebBank/Klarna Parties have recorded for you. To minimize the cost and inconvenience to all parties, and to promote prompt resolution of Disputes, you and we agree that engaging in this initial dispute resolution process is a material term of this Agreement and a requirement that must be fulfilled before commencing any arbitration. You and we agree to act in good faith to resolve the Dispute before commencing arbitration in accordance with this Section 32(F).

**G. Compliance with Section 32(F).** You and we agree that arbitration (as well as any obligation to pay arbitration fees) shall be stayed until the initial dispute resolution process in Section 32(F) is complete. You and we acknowledge that either party’s failure to comply with the provisions of this Section 32(F) would irreparably harm the other, and you and we agree that a court may issue an order staying arbitration (and any obligation to pay arbitration fees) until the initial dispute resolution process in Section 32(F) is complete.

**H. Arbitration Procedure.**

a. If you or we elect to arbitrate a claim, it will be resolved by mandatory binding arbitration. Arbitration is more informal than a lawsuit in court. Arbitration uses a neutral arbitrator instead of a judge or jury, discovery is more limited, and court review of an arbitration award is very limited. However, an arbitrator will follow applicable substantive law consistent with the FAA and give effect to applicable statute of limitations, defenses and privileges. The arbitrator can award the same damages and relief on an individual basis that a court can award to an individual, including monetary damages, punitive damages (subject to constitutional limits that would apply in court), attorneys’ fees and costs and individual injunctive or declaratory relief. An arbitrator also must follow this Agreement or any other agreement you have with the WebBank/Klarna Parties as a court would.

b. A claim may be submitted to binding arbitration at any time, regardless of whether you or we have previously initiated any lawsuit or other proceeding. If a party files a lawsuit in court asserting initial claims, counterclaims, cross-claims or third-party claims that are subject to arbitration and the other

party files a motion to compel arbitration with the court which is granted, it will be the responsibility of the party asserting the claim(s) to start the arbitration proceeding in accordance with the administrator's rules and procedures. Even if all parties have opted to litigate a claim in court, you or we may elect arbitration with respect to any claim made by a new party or any claim later asserted by a party in that or any related or unrelated lawsuit (including a claim initially asserted on an individual basis but modified to be asserted on a class, representative or multi-party basis). Nothing in that litigation shall constitute a waiver of any rights under this Arbitration Provision.

c. Except as set forth in Section 32(H)(f), the arbitration will be conducted by FedArb under its rules and procedures. FedArb's rules are available at <https://www.fedarb.com>. A form for initiating arbitration proceedings is available on FedArb's website at <https://www.fedarb.com/arbitration-submission-forms/>. The arbitrator must be a retired judge or attorney with more than 10 years of experience. If FedArb cannot serve, the parties may agree on another administrator or arbitrator in writing. Absent such written agreement, a court with jurisdiction will select the administrator or arbitrator. Any administrator or arbitrator selected by the parties or a court will be bound by the terms of this Arbitration Provision.

d. The arbitration shall be held in a location reasonably convenient to where you reside or at another mutually agreed upon location. Attendance at an in-person hearing may be made by telephone by you and/or the other party, unless the arbitrator requires otherwise. No arbitration award involving the parties will have any preclusive effect on any issues or claims in any dispute involving anyone who is not a party to the arbitration, nor will an arbitration award in prior disputes involving other parties be preclusive of any issues or claims in an arbitration between the parties to this Arbitration Provision.

e. **Expedited Arbitration.** If the value of the relief sought is \$10,000 or less, either you or we may elect to resolve the dispute under FedArb Rule 16 (Expedited Disposition), with administration by FedArb, provided, however, that such rules shall be modified as follows:

i. **Tribunal.** The tribunal shall consist of a single arbitrator selected from FedArb's list of panelists, unless the parties agree on three arbitrators, selected in accordance with the FedArb Rules.

ii. **Deadlines.** No party may ask the tribunal, and no arbitrator may ask the parties, for an adjournment of any deadline; adjournments may only be implemented as agreed by all parties, or for good cause as determined by the FedArb administrator.

iii. **Place of Arbitration.** Arbitrations shall be held at a venue that minimizes costs; telephonic or video hearings will be utilized whenever possible.

iv. **Procedural Order and Timetable.** As soon as practicable, and no later than 30 days after Respondent's Answer is filed, the tribunal shall confer with the parties and issue a procedural order and timetable that reserves agreed dates for the hearing on the merits and such preliminary deadlines as may be appropriate. There are to be no motions to enforce discovery requests, to dismiss, for summary judgment, or for any other form of relief except (1) by agreement of all parties,

or (2) upon a determination by the tribunal that the motion is necessary and likely to enhance efficiency.

v. **Documentary Discovery.** All parties shall provide discovery of nonprivileged documents relevant to any party's claim or defense and proportional to the needs of the case (as measured by the standards set forth in Federal Rule of Civil Procedure 26(b)) within 45 days of the final pleading; only documents produced in discovery shall be permitted to be introduced into evidence absent a showing that the document was unavailable for earlier production.

vi. **Requests for Admissions Prohibited.** The parties shall submit an Agreed Statement of Facts at least thirty days before the hearing.

vii. **Depositions.** No depositions shall be held except by agreement of the parties, or upon a showing that the interests of justice require the pre-hearing testimony of a particular witness.

viii. **Expert Discovery.** Experts shall be used only on issues requiring expert testimony, and only upon agreement; expert testimony shall be provided in writing, at least 30 days in advance of the hearing, and an expert's oral testimony shall be limited to the scope of the expert's written testimony.

ix. **Pre-hearing Briefs.** The parties shall file pre-hearing briefs only if they agree such briefs are necessary, and with the tribunal's approval on such conditions as to scope and length as the tribunal considers appropriate.

x. **Exhibits.** The parties shall file a single set of all the exhibits they agree should be admitted into evidence. All other exhibits shall be party-designated. Paper copies shall be filed only as required by the tribunal, which shall be provided with digital versions of all papers and exhibits in a convenient format.

xi. **Hearing.** The hearing shall be recorded in an economical manner, and transcripts will be ordered only as required by the parties or tribunal. Hearing time shall be divided equitably among the parties, unless otherwise agreed.

xii. **Post-hearing Briefs & Oral Argument.** Post-hearing briefs shall be filed only on agreement by the parties and with the tribunal's consent; they shall generally be considered unnecessary where the parties have filed pre-hearing briefs. Oral argument shall be held whenever possible as a substitute for briefing and as promptly after the close of the hearing as possible.

xiii. **Award.** The parties shall agree on the form of award no later than the completion of the hearing. An Award may be formal (including findings of fact and conclusions of law), reasoned (setting out the tribunal's reasoning in a logical but informal manner), or conclusory (setting out the tribunal's conclusions without reasoning). In the absence of agreement, the Award shall be reasoned. The tribunal may issue partial final awards where necessary.

xiv. **Finality.** The parties agree that the Award (or awards) shall be final, except as provided in the Federal Arbitration Act and other governing authorities, and that they waive any right to a trial by jury. The parties may agree at any time during the arbitration process on a right to appeal to a panel of FedArb arbitrators as provided in FedArb Rule 12.

f. **Initiation of Mass Arbitration.** If 20 or more demands for arbitration are filed relating to the same or similar subject matter, and counsel for the parties submitting the demands are the same or coordinated, you and we agree that this will constitute a “Mass Arbitration.”

i. If a Mass Arbitration is commenced, you and we agree that it shall be governed by FedArb’s Rules, including FedArb’s Framework for Mass Arbitration Proceedings ADR-MDL, available at <https://www.fedarb.com/>, but excluding any rules that permit arbitration on a class-wide basis (the “FedArb Rules”), and under the rules set forth in this Agreement. The FedArb Rules are available at <https://www.fedarb.com/> or by calling 1-650-328-9500.

ii. Before any Mass Arbitration is filed with FedArb, you and we agree to contact FedArb jointly to advise that the parties intend to use FedArb’s Framework for Mass Arbitration Proceedings ADR-MDL. The individual demands comprising the Mass Arbitration shall be submitted on FedArb’s claim form(s) and as directed by FedArb.

iii. Consistent with Section 32(G) above, you and WebBank/Klarna Parties agree that if either party fails or refuses to commence the Mass Arbitration before FedArb, you or WebBank/Klarna Parties may seek an order from a court of competent jurisdiction compelling compliance with this Section 32(H)(f) and compelling administration of the Mass Arbitration before FedArb. Pending resolution of any such requests to a court, you and we agree that all arbitrations comprising the Mass Arbitration (and any obligation to pay arbitration fees) shall be stayed. You and WebBank/Klarna Parties acknowledge that either party’s failure to comply with the provisions of this Section 32(H)(f) would irreparably harm the other, and you and WebBank/Klarna Parties agree that a court may issue an order staying the arbitrations (and any obligation to pay arbitration fees) until any disagreements over the provisions of this Section 32(H)(f) are resolved by the court.

I. **Attorneys’ Fees and Costs.** The parties shall bear their own attorneys’ fees and fees and costs in arbitration in accordance with the applicable arbitration rules unless the arbitrator finds that either the substance of the Dispute or the relief sought in the claim was frivolous or was brought for an improper purpose (as measured by the standards set forth in Federal Rule of Civil Procedure 11(b)). If you or the WebBank/Klarna Parties need to invoke the authority of a court of competent jurisdiction to compel arbitration, then the party that obtains an order compelling arbitration in such action shall have the right to collect from the other party its reasonable costs, necessary disbursements, and reasonable attorneys’ fees incurred in securing an order compelling arbitration. The prevailing party in any court action relating to whether either party has satisfied any condition precedent to arbitration, including the initial dispute resolution process in Section 32(F) and the mass arbitration

process in Section 32(H)(f), is entitled to recover their reasonable costs, necessary disbursements, and reasonable attorneys' fees and costs.

**J. 30 Day Opt-out Right.** NOTWITHSTANDING THE FOREGOING, YOU MAY CHOOSE TO PURSUE YOUR CLAIM IN COURT AND NOT IN ARBITRATION IF YOU OPT OUT OF THIS ARBITRATION PROVISION WITHIN 30 DAYS FROM THE DATE YOU FIRST APPLY FOR THE ACCOUNT OR OTHERWISE ACCEPT THIS AGREEMENT (THE "OPT OUT DEADLINE"). YOU MAY OPT OUT OF THIS ARBITRATION PROVISION BY FULLY COMPLETING, SIGNING AND DATING THE ARBITRATION OPT-OUT NOTICE FORM LOCATED AT [http://cdn.klarna.com/1.0/shared/content/legal/en\\_us/arbitration/opt\\_out\\_notice\\_credit.pdf](http://cdn.klarna.com/1.0/shared/content/legal/en_us/arbitration/opt_out_notice_credit.pdf) AND MAILING IT VIA FIRST-CLASS MAIL AT THE FOLLOWING ADDRESS: KLARNA ARBITRATION OPT-OUT, P.O. BOX 8116, COLUMBUS, OHIO 43201.

ANY ARBITRATION OPT-OUT NOTICE RECEIVED AFTER THE OPT-OUT DEADLINE WILL NOT BE VALID AND YOU MUST PURSUE YOUR CLAIM IN ARBITRATION OR SMALL CLAIMS COURT.

IF YOU DO NOT OPT OUT BEFORE THE OPT OUT DEADLINE, THIS ARBITRATION PROVISION WILL BE PART OF ALL OTHER AGREEMENTS YOU HAVE WITH US NOW OR IN THE FUTURE. IF YOU DO OPT OUT BEFORE THE OPT OUT DEADLINE, ALL OTHER AGREEMENTS YOU HAVE WITH US NOW OR IN THE FUTURE WILL NOT BE SUBJECT TO THIS ARBITRATION PROVISION.

**K. Prior Arbitration Provision.** If there is an Arbitration Provision in place (a "Prior Arbitration Provision") governing a prior agreement between you and the WebBank/Klarna Parties (a "Prior Agreement") and you do not reject this Arbitration Provision, claims arising out of the Prior Agreement will be governed by this Arbitration Provision instead, unless you (i) previously opted out of arbitration or (ii) served notice of your claims on the WebBank/Klarna Parties or initiated a lawsuit or arbitration against the WebBank/Klarna Parties asserting your claims prior to the effective date of this agreement in which case such claims will be governed by the Prior Agreement.

**L. Survival, Conflict, Severance.** This Arbitration Provision will survive the termination of any agreement you have with the WebBank/Klarna Parties and any bankruptcy. In the event of any conflict or inconsistency between this Arbitration Provision, on the one hand, and the administrator's rules or the Agreement or other agreement you have with the WebBank/Klarna Parties, on the other hand, this Arbitration Provision will govern. If any part of this Arbitration Provision is found to be invalid or unenforceable, then that specific part shall be severed, and the rest of this Arbitration Provision will continue in full force and effect, except that either you or we may elect to have the entire Arbitration Provision (other than this sentence) be null and void with respect to any claim asserted on a class, representative or multiple-party basis that does not seek public injunctive relief if the Class and Mass Action Waiver is held to be invalid with respect to such claim and that determination becomes final after all appeals have been exhausted. If a court decides by means of a final decision, not subject to any further appeal or recourse, that the Class and Mass Action Waiver is invalid or unenforceable as to a particular claim or request for relief (such as a request for public

injunctive relief), that particular claim or request for relief (and only that particular claim or request for relief) shall be severed from the arbitration and may be litigated in the state or federal courts. All other disputes shall be arbitrated or litigated in small claims court.

**M. Future Changes to this Arbitration Provision.** Notwithstanding any provision in this Agreement or any other agreement you enter into with the WebBank/Klarna Parties to the contrary, you and the WebBank/Klarna Parties agree that if we make any change to this Arbitration Provision (other than a change to any notice address or website link provided herein) in the future, that change shall not apply to any claim that was filed in a legal proceeding against the WebBank/Klarna Parties prior to the effective date of the change.

## 33. BILLING RIGHTS SUMMARY

### YOUR BILLING RIGHTS: KEEP THIS DOCUMENT FOR FUTURE USE

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

### WHAT TO DO IF YOU FIND A MISTAKE ON YOUR STATEMENT

If you think there is an error on your statement, write to us at: WebBank c/o Klarna, P.O.

Box 8116, Columbus, Ohio 43201. In your letter, give us the following information:

- **Account information:** Your name and Account number.
- **Dollar amount:** The dollar amount of the suspected error.
- **Description of problem:** If you think there is an error on your bill, describe what you believe is wrong and why you believe it is a mistake.

You must contact us:

- Within 60 days after the error appeared on your statement.
- At least 3 business days before an automated payment is scheduled, if you want to stop payment on the amount you think is wrong.

You must notify us of any potential errors **in writing**. You may call us, but if you do we are **not required** to investigate any potential errors and you may have to pay the amount in question.

### WHAT WILL HAPPEN AFTER WE RECEIVE YOUR LETTER

When we receive your letter, we must do two things:

1. Within 30 days of receiving your letter, we must tell you that we received your letter. We will also tell you if we have already corrected the error.

2. Within 90 days of receiving your letter, we must either correct the error or explain to you why we believe the bill is correct.

While we investigate whether or not there has been an error:

- We cannot try to collect the amount in question, or report you as delinquent on that amount.
- The charge in question may remain on your statement, and we may continue to charge you interest on that amount.
- While you do not have to pay the amount in question, you are responsible for the remainder of your balance.
- We can apply any unpaid amount against your Spending 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 CHARGE CARD PURCHASES:**

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

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

1. The purchase must have been made in your home state or within 100 miles of your current mailing address, and the purchase price must have been more than \$50. (Note: Neither of these is necessary if your purchase was based on an advertisement we mailed to you, or if we own the company that sold you the goods or services.)
2. You must have used your charge card for the purchase. Purchases made with cash advances from an ATM or with a check that accesses your charge card Account do not qualify.
3. You must not yet have fully paid for the purchase.

If all of the criteria above are met and you are still dissatisfied with the purchase, contact us **in writing** at:

WebBank c/o Klarna

P.O. Box 8116

Columbus, Ohio 43201

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.

## 34. Additional Disclosures

### USA PATRIOT Act Disclosure

**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.**

**IDAHO, IOWA, KANSAS, MAINE AND SOUTH CAROLINA RESIDENTS ONLY:** We may declare you to be in default if the prospect of your payment or performance is significantly impaired (for Iowa residents, if, following an event of default, the prospect of your payment is materially impaired). We have the burden of establishing the impairment of such prospect of payment or performance.

**IOWA, MISSOURI, NEBRASKA, AND TEXAS RESIDENTS ONLY:** ORAL AGREEMENTS OR COMMITMENTS TO LOAN MONEY, EXTEND CREDIT OR FORBEAR FROM ENFORCING REPAYMENT OF DEBT INCLUDING PROMISES TO EXTEND OR RENEW SUCH DEBT ARE NOT

ENFORCEABLE. TO PROTECT YOU AND US FROM ANY MISUNDERSTANDING OR DISAPPOINTMENT, ANY AGREEMENTS WE REACH COVERING SUCH MATTERS ARE CONTAINED IN THIS WRITING, WHICH IS THE COMPLETE AND EXCLUSIVE STATEMENT OF THE AGREEMENT BETWEEN US, EXCEPT AS WE MAY LATER AGREE IN WRITING TO MODIFY IT.

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

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

**OHIO RESIDENTS:** The Ohio laws against discrimination require that all creditors make credit equally available to all credit worthy 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 RESIDENTS ONLY:** We may declare you to be in default (a) if you fail to pay the first payment or last payment within 40 days of its scheduled due date or deferred due date or (b) if you fail to observe any other provision of this Agreement, the breach of which materially impairs your ability to pay the amounts due under the Agreement.

**MARRIED WISCONSIN RESIDENTS:** If you are married: (i) you confirm that this Account is being incurred in the interest of your marriage or family; (ii) no provision of any marital property agreement, unilateral statement, or court decree under the Wisconsin Marital Property Act will adversely affect a creditor's interest unless, before the time credit is granted, the creditor is furnished a copy of that agreement or decree or is given complete information about the agreement or decree; (iii) you understand and agree that we will provide a copy of this Agreement to your spouse for his or her information. If the Account for which you are applying is granted, you will notify us if you have a spouse by sending your name and your spouse's name and address to us at WebBank c/o Klarna, P.O. Box 8116, Columbus, Ohio 43201.

