

## THE PETAL VISA® CREDIT CARD CARDHOLDER AGREEMENT

Effective as of Feb 12th, 2019

This Petal Visa® Credit Card Cardholder Agreement, together with your Account Opening Disclosures (including, as applicable, the Privacy Policy, Truth in Lending Disclosure, and Risk-Based Pricing Disclosure) Arbitration Agreement, and credit card application (collectively, this “Agreement”) govern the use of the Petal Visa® credit card (“Card”) and related credit account (“Account”). Please read this Agreement and retain a copy for your records. This Agreement will become effective when you (or a person authorized by you) activate your Card by following the instructions on the Activation page of [www.petalcard.com](http://www.petalcard.com) or the Petal mobile applications (“Petal Website”) and make a transaction using the Card or your Account. Your use of the Card is your consent to be bound by the terms of this Agreement. The Card is issued by WebBank (“Bank”), Salt Lake City, UT. Bank is the creditor and Card issuer. As used in this Agreement “we,” “us” and “our” mean the Bank as the Card issuer and creditor. The words “you” and “your” mean all persons responsible for complying with this Agreement, including the applicant, the cardholder, any guarantor and the person to whom we address Account statements.

**Use of the Card and Account:** You may use the Card to make purchases only for personal, family or household purposes from any person or establishment accepting the Card (each such transaction, a “Purchase”). The Card does not have a cash advance or balance transfer feature. You agree to use the Card and Account only for legal and lawful purposes. Neither the Card nor the Account may be used for illegal transactions or for the purpose of paying us on this or any other form of credit account you may have with us. If you use your Card for any such purpose, you will be in default under this Agreement and we may block such transactions and/or terminate your Account, but you still will be liable to us for all charges relating to such transactions and all other transactions on your Account at the time it is closed.

**Promise to Pay:** You promise to pay us for all amounts charged to the Account, including all purchases, interest and charges charged to your Account. You are obligated to repay us for all transactions made using your Card by people you have authorized to use the Card even if their use of the Card exceeds the authorization which you gave them.

**Credit Limit:** We will grant you credit up to a maximum amount (your “Credit Limit”). You will be informed of your initial Credit Limit by email. Your current Credit Limit will be shown on each monthly statement. You promise not to exceed your Credit Limit. However, if you exceed your Credit Limit, we can still charge you for all Purchases, interest and fees without giving up any of our rights. If we ask you to promptly pay the amount of your Account balance above your Credit Limit, you agree to do so. At our discretion, we may (1) block transactions that would exceed your Credit Limit and (2) change your Credit Limit at any time without advance notice to you.

**Monthly Statement:** We will send you a monthly statement for any billing period in which there is activity on your Account, or as otherwise required by applicable law. Your monthly statement will show, among other things, (1) the unpaid balance on your Account at the beginning of the billing period (the “Previous

Balance”); (2) any Purchases, interest and other debits posted to your Account in that billing period; (3) any payments and credits posted to your Account in that billing period; and (4) the Minimum Payment you must pay and the date your Minimum Payment is due (“Payment Due Date”) (which is set at least 21 days after the billing date on your monthly statement). We will send the monthly statement to the address specified on your Application or to the address you designate from time to time, or, if you have agreed to receive paperless statements, we will send notification that the statement is available online to the e-mail address associated with your Account.

## **Payments:**

*Minimum Payment.* Each month you must pay at least the Minimum Payment by the Payment Due Date shown on your monthly statement. The Minimum Payment is the greater of \$25 or 2% of the previous balance plus interest, plus any amount past due. If your balance is less than \$25, the minimum due will equal the balance on the account. You may pay more than the Minimum Payment or you may pay the total outstanding balance at any time. If you make a payment greater than your Minimum Payment, this does not affect your obligation to make the next Minimum Payment. Credits to your Account, such as from merchants, are generally not considered payments and will not reduce your total Minimum Payment.

*When Payments Are Due and Credited.* We must receive at least the Minimum Payment due on your Account by, (1) 11:00 p.m. Eastern Time for payments made online (through the Petal Website) or over the phone or (2) 5:00 p.m. Pacific Time for payments made by mail (in each case, as applicable, the “Cut-Off Time”). We must receive at least the Minimum Payment due on your Account by the Cut-Off Time on the Payment Due Date of each billing period. Payments received after the Cut-Off Time will be credited as of our next business day. Credit to your Account may be delayed for up to five (5) days if we receive a payment that does not adhere to the requirements set forth in this section and on your statement. The available credit on your Account may not reflect your payment for up to fifteen (15) business days or longer if we doubt the collectability of the payment or if we suspect fraudulent activity on your Account. Nonetheless, we will credit your payment to your Account as of the business day that we receive it (provided we receive it prior to the Cut-Off Time).

*Payment Options.* You can pay online through your online account, by telephone, by mail, or by setting up automatic payments. Your payment must be made in U.S. dollars with a draft or a check drawn on a U.S. bank and payable in U.S. dollars, or with a telephonic or electronic payment authorization in U.S. dollars. You agree not to send us any postdated checks. If you do, we may deposit it immediately upon receipt, despite the later date on the check.

*Payment Allocation.* We will apply the required Minimum Payment to balances on your Account using any method we choose (in accordance with applicable laws and regulations). We will usually apply the Minimum Payment first to interest charges and then to balances. Although your Minimum Payment will be applied in any order at our discretion, payments in excess of the Minimum Payment will be applied to balances with the highest APR first and then to lower rate balances in descending order of APR. This means

that balances with higher APRs are reduced before balances with lower APRs for any amount of your payment that is in excess of your Minimum Payment due.

*Disputed Payments.* You agree not to send us payments marked “paid in full,” “without recourse” or with similar language. If you send such a payment, we may accept it without losing any of our rights under this Agreement, including our right to collect the full balance amount owed by you. All written communications concerning disputed amounts, including any check or other payment instrument that indicates that the payment constitutes “payment in full” of the amount owed or that is tendered with other conditions or limitations or as full satisfaction of a disputed amount, must be mailed or delivered to Petal Card, Inc., MSC – 166931, P.O. Box 105168, Atlanta, GA 30348-5168, Attn: Disputed Payments.

### **Calculation of Finance Charges and Daily Balance:**

*Calculating Variable Rates; Prime Rate.* For each billing period, variable rates may change when the Prime Rate changes. We calculate variable rates by referencing the Prime Rate published in the Money Rates section of The Wall Street Journal on the 25th day of each month or the next business day.

Your Daily Periodic Rate and corresponding APRs may increase or decrease if the Prime Rate changes. Changes in the Prime Rate will apply to your entire Account balance; will take effect on the first day of the billing period following the change; and may result in increases or decreases in the amount of interest, minimum payments and/or number of payments. The Prime Rate is simply a reference index and may not be the lowest interest rate available. We may select a new interest rate index if the Prime Rate is not available.

*How We Calculate and Apply Interest.*

Prior to April 1, 2019. We use a method called **Daily Balance (excluding current transactions)** to calculate the interest charges applied to your account for each billing period. No interest charges will be imposed on any new purchases (i.e., purchases that first appear on the current billing statement) until the statement’s due date. After the due date, these purchases will become part of your Daily Balance and interest will accrue.

Under this method, the total interest charged for a billing period, except for variations caused by rounding, equals the summation of the amount derived from multiplying the Daily Balance (“DB”) by the Daily Periodic Rate (“DPR”) for all days in the statement period.

We calculate your Daily Balance (“DB”) for each day by

- 1) taking the statement balance from the most recent statement that has passed its due date (“Most Recent Statement”), and
- 2) adding any interest charges accrued on the account since the Most Recent Statement due date, then
- 3) subtracting payments or credits that have been processed during the current statement billing period (note, we treat any net credit balance as a zero balance).

We calculate the Daily Periodic Rate ("DPR") by

- 1) taking your APR (which can be found in the Interest Charge Calculation section of your Petal credit card statement), and
- 2) dividing the APR by 365.

Where the sum of all unpaid interest for a given billing period is less than \$0.50, we will not charge any interest that billing period.

Beginning April 1, 2019. We use a method called **Average Daily Balance (including new purchases)** to calculate the interest charges applied to your account for each billing period.

Under this method, the total interest charged for a billing period, except for variations caused by rounding, equals:

- Average Daily Balance ("ADB")
- multiplied by Daily Periodic Rate ("DPR")
- multiplied by the number of days in the billing period.

We calculate the ADB by

- 1) calculating the daily balance for each day of the billing period by,
  - first, taking the beginning balance of your account on that day, then
  - adding in new transactions, then
  - adding any periodic interest charge (which is the previous day's balance multiplied by the DPR in effect on that day) on the previous day's balance, then
  - subtracting any payments and credits on that day (note, we treat any net credit balance as a zero balance).
- 2) Next, adding the daily balances together for each day of the billing period.
- 3) Then, dividing this sum by the number of days in the billing period.

We calculate the DPR by

- 1) taking your APR (which can be found in the Interest Charge Calculation section of your Petal credit card statement), and
- 2) dividing the APR by 365.

Where the sum of all unpaid interest for a given billing period is less than \$0.50, we will not charge any interest that billing period.

You won't pay any interest on purchases during the current billing period if you pay the New Balance stated on your current billing statement in full by the payment due date shown on your current billing statement or your New Balance is zero or a credit (less than zero). We call this a grace period on purchases. If you choose not to pay your New Balance in full by the payment due date stated on your current billing statement, you will pay interest on each purchase starting on the first day of the billing period or, if later, the date each purchase posted to your account. You also won't have a grace period on purchases again until the billing period following the billing statement in which you paid your New Balance in full by the payment due date.

**Pre-authorized Recurring Merchant Transactions:** You may authorize a merchant to automatically initiate a transaction on a recurring basis to your Account. Upon the issuance by us of a new Card with a new Account number or expiration date, you may be required to contact the merchant to provide such updated information in order to continue the recurring transactions. You also authorize us to provide updated information to the merchant at our discretion. You must contact the merchant if you want to cancel automatic billing.

**Foreign Currency Transactions:** If you make a transaction using your Account in a foreign currency (including, for example, online purchases from a merchant located outside of the U.S.), the credit card association will convert any transaction in foreign currency into U.S. dollars using an exchange rate for the applicable central processing date that is (1) selected by the association from the range of rates available in wholesale currency markets, which rate may vary from the rate the association receives, or (2) the government mandated rate. The conversion rate you get may differ from the rate on the transaction date or the posting date, and from the rate that the credit card association gets. A merchant or other third party may convert a transaction into U.S. dollars or another currency, using a rate they select, before sending it to the credit card association.

**Check Conversion Notification; Electronic Check Re-Presentation:** If you provide a check as payment, you authorize us either to use information from your check to make a one-time electronic fund transfer from your bank account or to process the payment as a check transaction. When we use information from your check to make an electronic funds transfer, funds may be withdrawn from your bank account as soon as the same day we receive your payment, and you will not receive your check back from your financial institution. In the event a check is returned unpaid for insufficient or uncollected funds, we may re-present the check electronically.

**Servicer:** Petal Card, Inc. ("Petal"), along with its partners and service providers, is the servicer of your Card and Account. In that capacity, Petal may act on our behalf, perform our obligations, or enforce our rights under this Agreement.

**Events of Default:** Subject to applicable law, we may consider your Account in default at any time if: (1) you fail to pay at least the Minimum Payment by the Payment Due Date; (2) you attempt to engage in a transaction over the Credit Limit; (3) you make a payment that is returned unpaid to us for any reason; (4) you breach any term under this Agreement; (5) we determine that any statement made by you to us

in connection with this Agreement, your Card or your Account was false or misleading; (6) you breach any terms under any other agreement that you have with us or Petal or with any the affiliates of any of them; (7) you file for bankruptcy or some other insolvency proceeding is filed by or against you; (8) you are declared incompetent or mentally incapacitated, or in the event of your death; or (9) we have any reason to believe you may not be creditworthy.

**Default Remedies:** Upon your default and subject to any limitations or requirements of applicable law: (1) we may declare the entire amount you owe us immediately due and payable and/or suspend or cancel your Account privileges; and (2) you agree to pay all reasonable costs, including all court costs plus all reasonable attorneys' fees if we must refer your Account for collection to any attorney who is not our employee.

**Entire Agreement:** You acknowledge that this Agreement, as amended (which includes your Account Opening Disclosures, Arbitration Agreement, and credit card application) constitutes the entire agreement between you and us with respect to the Account and the Card, and supersedes and may not be contradicted by evidence of any prior or contemporaneous written or oral communication or understanding between you and us concerning the Account or the Card. If we offer or provide rewards in connection with the Account, the disclosures relating to such rewards are separate and not part of this Agreement.

**Waiver:** Our failure to exercise any of our rights under this Agreement, or our waiver of our rights on any one occasion shall not constitute a waiver of such rights on any other occasion. We will not lose our rights under this Agreement because we delay in enforcing any of them.

**Credit Reports and Account Information:** You give us permission to request information from you and to make whatever inquiries we consider necessary and appropriate (including requesting a consumer report from consumer reporting agencies and data from your bank, wealth manager or other financial services provider) in considering your Application and for any lawful purpose, including any updates, renewals or extensions of credit, or reviewing or collecting your Account. Upon your request to us, we will inform you of the name and address of each consumer reporting agency from which we obtained a consumer report, if any, relating to you. We may also obtain information about your creditworthiness and employment from others and may furnish information concerning your Account as well as information concerning you to consumer reporting agencies and to other proper parties.

**Customer Privacy:** Our privacy policy ("Privacy Policy") is provided separately in accordance with applicable law and can also be viewed online at <https://www.petalcard.com/privacy-policy>.

**Assignment:** We may at any time and without notifying you, sell, transfer or otherwise assign your Account or any Account balances to any party at any time. If we do so, then the purchaser, transferee, or assignee will succeed to all of our applicable rights and responsibilities under this Agreement. You may not assign or transfer your Account or any of your rights and obligations under this Agreement. Any such assignment or transfer by you will be void.

**Change of Terms:** Subject to the limitations of applicable law, we may at any time change, add to or delete any of the terms and conditions in this Agreement, including, but not limited to, interest rates and this Change of Terms provision. Such changes may be based, in whole or in part, upon factors including, but not limited to, anti-fraud policies and procedures, your record of making timely payments and staying within the established Credit Limit on your Account with us, or your credit score and information contained in your credit report and financial data. We will give you notice of any change, addition or deletion as required by applicable law. As of the effective date, the changed terms, at our option, will apply to new Purchases and to the outstanding balances of your Account, to the extent permitted by applicable law.

**Special Offers and Payment Plans:** We may, at our discretion, make special offers to you at any time. Such offers may apply to all purchases or balances on your Account, or only to some purchases or balances. We will provide to you the terms of any special offer, and tell you how they differ from this Agreement. Except as provided in any special offer, the rest of this Agreement will still apply to your Account. These offers may include payment plans and skip payment offers. We may make special offers to certain cardholders and not others based on eligibility criteria that we may determine in our sole discretion. The availability of such an offer to certain cardholders shall not require that the offer be made available to all cardholders.

**Suspension/Revocation/Cancellation:** Subject to applicable law, we may suspend, revoke or cancel your Account privileges, your right to use the Card or deny any transaction, in our sole discretion at any time, with or without cause and with or without giving you notice. Any such actions on our part will not affect your obligation to pay us the outstanding balance and interest under the terms of this Agreement. We are not liable for any refusal to honor your Card or Account, or for the retention of your Card by any person or entity. If we revoke or cancel the Card, you must destroy or return the Card. You may not use a Card after it has expired or after it has been revoked or cancelled. You may cancel your Account at any time. We may require that you return your Card and that it be cut in half. Your cancellation of the Account will not affect your obligation to pay us the outstanding balance and interest under the terms of this Agreement. If you ask us to cancel your Account but we believe you have continued to use your Account after the date of cancellation, we will consider such use as your request for reinstatement of your Account and we may then reinstate your Account.

**Severability:** Subject to the Arbitration Agreement: (1) if any part of this Agreement conflicts with applicable law, that law will control, and this Agreement will be considered changed to the extent necessary to comply with that law; and (2) if any part of this Agreement is determined by a court of competent jurisdiction to be invalid, the remainder of this Agreement will remain in effect.

**Communications:** To the extent permitted by applicable law, you are providing express written permission and consent authorizing us and our affiliates, agents, assigns, marketing associates and service providers (collectively, the "Messaging Parties") to contact you through the mail, or by using automatic telephone dialing systems, artificial or prerecorded voice message systems, text messaging systems and automated email systems in order to provide you with information about this Agreement or your Account,

including information about upcoming Payment Due Dates, missed payments and returned payments. You authorize the Messaging Parties to make such contacts using any telephone numbers, mailing addresses or email addresses you supply or that we obtain through any legal means to any of the Messaging Parties. You understand that anyone with access to your mail, telephone or email account may listen to or read the messages the Messaging Parties leave or send you, and you agree that the Messaging Parties will have no liability for anyone accessing such messages. You further understand that, when you receive a telephone call, text message or email, you may incur a charge from the company that provides you with telecommunications, wireless and/or internet services, and you agree that the Messaging Parties will have no liability for such charges except to the extent required by applicable law. You expressly authorize the Messaging Parties to monitor and record your calls with the Messaging Parties. You understand that, at any time, you may withdraw your consent to receive text messages and calls to your cellphone or to receive artificial or prerecorded voice message system calls from any Messaging Party by contacting such Messaging Party directly or by sending a request by email to [support@petalcard.com](mailto:support@petalcard.com) with the subject line "END COMMUNICATIONS." You may opt-out of receiving most of these messages at any time by sending us a request to [support@petalcard.com](mailto:support@petalcard.com) or by responding "STOP" to any text message. To stop emails, you can follow the opt-out instructions included at the bottom of the Messaging Parties' emails.

**Notices and Change in Information:** All notices to us must be sent to Petal Card, Inc., MSC – 166931, P.O. Box 105168, Atlanta, GA 30348-5168, Attn: Notices (or such other address we subsequently provide you, the "Notice Address"). To the extent permitted under applicable law, any notice you send us will not be effective until we receive and have had a reasonable opportunity to act on such notice. Any written or electronic correspondence we send to you will, however, be effective and deemed delivered when mailed to you at your mail address or your email address if you have authorized electronic communications, in each case as it appears on our records. All bankruptcy notices and related correspondence to us may be sent to Petal Card, Inc., MSC – 166931, P.O. Box 105168, Atlanta, GA 30348-5168, Attn: Bankruptcy Notice. You must notify us of any changes to your name, mailing or email address, or cell phone number within 15 days of such change. You must notify us of changes to your mailing, email address, cell phone number by updated such information on the Petal Website. You must notify of us changes to your name by writing to Petal Card, Inc., MSC – 166931, P.O. Box 105168, Atlanta, GA 30348-5168, Attn: Name Change.

**Access to Financial Data:** Throughout the period that you hold a valid Card, you must provide us with permission to access financial data in any material financial accounts held in your name (e.g., bank accounts, credit card accounts, etc.), by inputting your login credentials and linking such accounts on the Petal Website. Access to your financial data does not give us the right to initiate a preauthorized transfer; we must obtain such authorization separately, and you are not required to provide us such authorization as a condition of opening or using this Card. You promise to keep login credentials up-to-date and to update the linked bank accounts on the Petal Website as login credentials change or new accounts are opened. We promise to use the information in such financial accounts in compliance with our Privacy Policy and all applicable laws.

**Notice of Information Reporting:** We may report information about your Account to other creditors, other financial institutions and credit bureaus. Late payments, missed payments, returned payments, or other defaults on your Account may be reflected in your credit report.

**Inaccurate Information:** You have the right to dispute the accuracy of information we have reported to a credit bureau. If you think any information about your Account that we have reported is incorrect, please write to Petal Card, Inc., MSC – 166931, P.O. Box 105168, Atlanta, GA 30348-5168, Attn: Credit Reporting. Include your name, address, telephone number and a brief description of the issue. If available, please include a copy of the credit report in question. You may also contact us at the email or phone number on your statement. We will research your issue and will let you know if we agree or disagree with you. If we agree with you, we will contact the consumer reporting agency we reported to and request a correction.

**Identity Theft:** If you believe that you have been the victim of identity theft in connection with your Account or in connection with any other loan or extension of credit made by us, you can request an Identity Theft Form by calling toll free 1-855-697-3825 or writing to Petal Card, Inc., MSC – 166931, P.O. Box 105168, Atlanta, GA 30348-5168, Attn: Identity Theft. You should send us a police report and written statement in the form we provide you alleging that you are the victim of identity theft for a specific debt. Once we receive your documentation, we will cease debt collection activity until we have reviewed the materials, determined that the debt is still collectible, complied with all obligations described in the Billing Rights Notice below and sent you a written notice describing the basis for our determination.

**Military Lending Act Disclosure:** Federal law provides important protections to members of the Armed Forces and their dependents relating to extensions of consumer credit. In general, the cost of consumer credit to a member of the Armed Forces and his or her dependent may not exceed an annual percentage rate of thirty-six percent (36%). This rate must include, as applicable to the credit transaction or account: the costs associated with credit insurance premiums; fees for ancillary products sold in connection with the credit transaction; any application fee charged (other than certain application fees for specified credit transactions or accounts); and any participation fee charged (other than certain participation fees for a credit card account). To hear disclosures related to the Military Lending Act, please call this toll-free number: 1-800-213-5794.

**Lost or Stolen Cards:** If your Card is lost or stolen or if you think someone may be using your Card without your permission, you must notify us promptly by calling 1-855-697-3825. You will not be liable for any unauthorized use that occurs after you notify us. You may, however, be liable for unauthorized use that occurs before receipt of your notice by us.

**Governing Law:** Except as provided in the Arbitration Agreement below, this Agreement and your Account are governed by federal law and, to the extent state law applies, the laws of the State of Utah without regard to its conflicts of law principles.

**Inadvertent Overcharges:** It is not our intention to charge any interest charges or other amounts in excess of those permitted by applicable law or this Agreement. If any interest charge, fee or other amount is

finally determined to be in excess of that permitted by applicable law or this Agreement, the excess amount will be credited to your Account or refunded to you.

**Headings:** The section headings of this Agreement are inserted only for convenience and are in no way to be construed as substantive parts of this Agreement.

## **ARBITRATION AGREEMENT**

**PLEASE READ THIS PROVISION OF THE AGREEMENT CAREFULLY. IT PROVIDES THAT ANY DISPUTE MAY BE RESOLVED BY BINDING ARBITRATION AT EITHER PARTY'S REQUEST. UNLESS YOU REJECT IT WITHIN THIRTY (30) DAYS AFTER YOUR ACCOUNT IS OPENED, THE ARBITRATION AGREEMENT WILL HAVE A SUBSTANTIAL EFFECT ON YOUR RIGHTS IN THE EVENT OF A DISPUTE. ARBITRATION REPLACES THE RIGHT TO GO TO COURT, INCLUDING THE RIGHT TO A JURY AND THE RIGHT TO PARTICIPATE IN A CLASS ACTION OR SIMILAR PROCEEDING. IN ARBITRATION, A DISPUTE IS RESOLVED BY AN ARBITRATOR INSTEAD OF A JUDGE OR JURY.**

**THIS PROVISION DOES NOT APPLY IF YOU ARE A "COVERED BORROWER" AS DEFINED IN THE MILITARY LENDING ACT, 10 U.S.C. § 987.**

**Agreement to Arbitrate:** Maintaining good relationships with our customers is very important to us. We ask that you contact us immediately if you have a problem with your Account or a service we provide. Often a telephone call to us resolves the matter quickly and amicably. However, if you and we are unable to resolve our differences informally, you agree by opening or maintaining an Account with us, that if any dispute between you and us arises regardless of when it occurs, it will be settled using the following procedures: YOU AND WE AGREE AND UNDERSTAND THAT (1) YOU AND WE ARE GIVING UP THE RIGHT TO TRIAL BY JURY AND (2) THIS SECTION PRECLUDES YOU AND US FROM PARTICIPATING IN OR BEING REPRESENTED IN ANY CLASS OR REPRESENTATIVE ACTION OR JOINING OR CONSOLIDATING THE CLAIMS OF OTHER PERSONS. In addition, your agreement to arbitrate and waive trial by jury shall be applicable to parties acting on our behalf, including agents or independent contractors who collect your account on our behalf or purchase your account, and to parties acting on your behalf, such as your authorized users, heirs, or representatives. This Arbitration Agreement is governed by the Federal Arbitration Act (FAA), 9 U.S.C. §§ 1 et seq., and not by any state arbitration law. Except as set forth below, the parties agree to arbitrate any dispute or controversy concerning your Account or related products or services. Either party may request that the matter be submitted to arbitration.

**Commencing an Arbitration:** The party electing arbitration must notify the other of such election. This notice may be given before or after a lawsuit has been filed concerning the Claim or with respect to other Claims brought later in the lawsuit, and it may be given by papers filed in the lawsuit such as a motion to compel arbitration. If you elect arbitration you must notify us in writing at Petal Card, Inc., MSC – 166931, P.O. Box 105168, Atlanta, GA 30348-5168, Attn: Arbitration. If we elect arbitration, we will notify you in writing at your last known address on file.

**Claim:** A “Claim” is any unresolved claim, dispute or controversy between you and us, whether past, present or future, arising out of or related to this Agreement, your Account, products or services governed by this Agreement or the relationships resulting from this Agreement or your Account. “Claim” has the broadest possible meaning, and includes initial claims, counterclaims, cross-claims and third-party claims. It includes disputes based upon contract, tort, consumer rights, fraud and other intentional torts, constitution, statute, regulation, ordinance, common law and equity (including any claim for injunctive or declaratory relief). Solely for purposes of this Arbitration Agreement, the terms “we,” “us” and “our” also include Petal and any person or entity named as a co-defendant with us in a Claim asserted by you. Notwithstanding the foregoing, individual actions brought in small claims court (or your state’s equivalent court) are not eligible for arbitration; however, if the action is transferred, removed, or appealed to a different court, it shall be eligible for arbitration at either party’s request.

**Binding Arbitration:** Binding arbitration is a means of having an independent third party (the arbitrator) resolve a dispute without using the court system, judges or juries. Either you or we can request binding arbitration. Each arbitration, including the selection of the arbitrator, shall be administered by the American Arbitration Association (AAA), according to the Consumer Arbitration Rules of the AAA. A single arbitrator shall be appointed. If you have a question about the AAA, you can contact them as follows: American Arbitration Association, 1633 Broadway 10th Floor, New York, NY 10019, 1-800-778-7879, [www.adr.org](http://www.adr.org). If the AAA is unable to serve as administrator and you and we cannot agree on a replacement, a court with jurisdiction will select the administrator or arbitrator, provided that no company may serve as administrator, without the consent of all parties, if it adopts or has in place any formal or informal policy that is inconsistent with and purports to override the terms of the Class Action Waiver in this Arbitration Agreement.

**Powers and Qualifications of Arbitrators and Arbitration Procedures:** Any arbitration hearing that you attend will take place in a location that is reasonably convenient for you. If you cannot obtain a waiver of the AAA’s or arbitrator’s filing, administrative, hearing and/or other fees, we will consider in good faith any request by you for us to bear such fees. Each party will bear the expense of its own attorneys, experts and witnesses, regardless of which party prevails, unless applicable law or this Agreement gives a right to recover any of those fees from the other party. The arbitrator shall follow applicable substantive law to the extent consistent with the FAA, applicable statutes of limitation and privilege rules that would apply in a court proceeding, and shall be authorized to award all remedies available in an individual lawsuit under applicable substantive law, including, without limitation, compensatory, statutory and punitive damages (which shall be governed by the constitutional standards applicable in judicial proceedings), declaratory, injunctive and other equitable relief, and attorneys’ fees and costs. Upon the timely request of either party, the arbitrator shall write a brief explanation of the basis of his or her award. The arbitrator’s award will be final and binding, except for any appeal right under the FAA. Any court with jurisdiction may enter judgment upon the arbitrator’s award.

**Class Action Waiver:** YOU AGREE NOT TO PARTICIPATE IN A CLASS, REPRESENTATIVE OR PRIVATE ATTORNEY GENERAL ACTION AGAINST US IN COURT OR ARBITRATION. ALSO, YOU MAY NOT BRING

**CLAIMS AGAINST US ON BEHALF OF ANY ACCOUNT HOLDER.** The arbitrator shall have no authority to conduct any class, private attorney general or other representative proceeding, and shall award declaratory or injunctive relief only in favor of the party seeking relief and only to the extent necessary to provide relief warranted by that party's individual claim. If a court determines that this paragraph is not fully enforceable, only this sentence will remain in force and the remainder will be null and void, and the court's determination shall be subject to appeal.

**Rights Preserved:** This Arbitration Agreement and the exercise of any of the rights you and we have under this Agreement, does not stop you or us from exercising any lawful rights either of us has to use other available remedies; to comply with legal process; to obtain provisional remedies such as injunctive relief, attachment or garnishment by a court of appropriate jurisdiction; or to bring an individual action in court that is limited to preventing the other party from using or obtaining any provisional or self-help remedies and that does not involve a request for damages or monetary relief.

**Enforcement:** You or we may bring an action, including a summary or expedited motion, to compel arbitration of Claims subject to arbitration, or to stay the litigation of any Claims pending arbitration, in any court having jurisdiction. Such action may be brought at any time, even if such claims are part of a lawsuit, unless a trial has begun or a final judgment has been entered. Any dispute concerning the validity or enforceability of this Arbitration Agreement must be decided by a court; any dispute concerning the validity or enforceability of the Agreement as a whole is for the arbitrator. Failure or forbearance to enforce this Arbitration Agreement at any particular time or in connection with any particular Claims will not constitute a waiver of any rights to require arbitration at a later time or in connection with any other Claims. Any additional or different agreement between you and us regarding arbitration must be in writing. If either you or we fail to submit to binding arbitration following a lawful demand, the party who fails to submit bears all costs and expenses incurred by the party compelling arbitration.

**Survival and Severability of Terms:** This Arbitration Agreement shall survive: (i) termination or changes in the Agreement, the Account, or the relationship between you and us concerning the Account; (ii) the bankruptcy of any party; and (iii) any transfer, sale or assignment of your Account, or any amounts owed on your Account, to any other person or entity. If any portion of this Arbitration Agreement (except for the Class Action Waiver set forth above) is deemed invalid or unenforceable, the remaining provisions of the Arbitration Agreement shall remain in force. No portion of this Arbitration Agreement may be amended or waived absent a written agreement between you and us.

**RIGHT TO REJECT:** You may reject this Arbitration Agreement by mailing a signed rejection notice to Petal Card, Inc., MSC – 166931, P.O. Box 105168, Atlanta, GA 30348-5168, Attn: Arbitration Rejection Notice, within thirty (30) calendar days after your Account is opened. Any rejection notice must include your name, address, email address, and telephone number. This is the only manner you can reject this section. If you do that, only a court may be used to resolve any Claim. If you reject this Arbitration Agreement, that will not affect any other provision of the Agreement.

## **YOUR BILLING RIGHTS**

**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, please write to Petal Card, Inc., MSC – 166931, P.O. Box 105168, Atlanta, GA 30348-5168, Attn: Billing Dispute. You also may send us an email to [support@petalcard.com](mailto:support@petalcard.com) with the subject line “DISPUTE”.

In your letter, give us the following information:

- *Account information:* Your name, address, and last four digits of your account number.
- *Transaction information:* The dollar amount(s) and date(s) of the transaction(s) in question.
- *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 sixty (60) days after the error first appeared on your statement.
- At least three (3) business days before an automatic payment is scheduled, if you want to stop payment on the amount you think is wrong.

You must notify us of any potential errors in writing. You may call us, but if you do we 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 notice, we must do two things:

1. Within thirty (30) days of receiving your notice, we must tell you that we received your notice. We will also tell you if we have already corrected the error.
2. Within ninety (90) days of receiving your notice, we must either correct the error or explain to you why we believe the bill is correct.

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

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

**After we finish our investigation, one of two things will happen:**

- *If we made a mistake:* You will not have to pay the amount in question or any interest or other fees related to that amount.
- *If we do not believe there was a mistake:* You will have to pay the amount in question, along with applicable interest and fees. We will send you a statement of the amount you owe and the date payment is due. We may then report you as delinquent if you do not pay the amount we think you owe.

If you receive our explanation but still believe your bill is wrong, you must write to us within ten (10) days telling us that you still refuse to pay. If you do so, we cannot report you as delinquent without also reporting that you are questioning your bill. We must tell you the name of anyone to whom we reported you as delinquent, and we must let those organizations know when the matter has been settled between us.

If we do not follow all of the rules above, you do not have to pay the first \$50 of the amount you question even if your bill is correct.

### **Your Rights If You Are Dissatisfied With Your Credit Card Purchases.**

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

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

1. The purchase must have been made in your home state or within 100 miles of your current mailing address, and the purchase price must have been more than \$50. (Note: Neither of these are necessary if your purchase was based on an advertisement we mailed to you, or if we own the company that sold you the goods or services.);
2. You must have used your credit card for the purchase. Purchases made with cash advances from an ATM or with a check that accesses your credit card account do not qualify; 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: Petal Card, Inc., MSC – 166931, P.O. Box 105168, Atlanta, GA 30348-5168, Attn: Purchase Dissatisfaction.

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 do not pay, we may report you as delinquent.

### **STATE NOTICES**

**Cardmembers:** Your signature (including any digital or electronic signature), address and the date on the application, or other evidence of indebtedness, or your acceptance of these Terms and Conditions through

an electronic transmission to us represents your signature, address and the date on these Terms and Conditions, which are incorporated herein by reference.

NOTICE TO THE APPLICANT - 1. DO NOT SIGN THIS CREDIT AGREEMENT BEFORE YOU READ IT OR IF IT CONTAINS BLANK SPACES. 2. YOU ARE ENTITLED TO A COMPLETELY FILLED IN COPY OF THIS CREDIT AGREEMENT. 3. YOU MAY AT ANY TIME PAY MORE THAN THE MINIMUM PAYMENT, OR YOUR ENTIRE BALANCE IN FULL WITHOUT INCURRING ANY ADDITIONAL CHARGE FOR PREPAYMENT.

**All Accounts, including California and Utah Residents:** As required by 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.

**Wisconsin Residents:** Your signature confirms that this loan obligation is being incurred in the interest of your marriage or family. No provision of any marital property agreement, unilateral statement or court decree adversely affects a creditor's interest unless, prior to the time the credit is granted, the creditor is furnished a copy of the agreement, statement or decree or has actual knowledge of the adverse provision.

**Maryland Residents:** You have the right under Section 12-510 of the Commercial Law Code to receive an answer to a written inquiry concerning the status of your Account. Finance charges will be imposed in amounts or at rates not in excess of those permitted by law.

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

**Missouri Residents:** Oral agreements or commitments to loan money, extend credit or to forbear from enforcing repayment of a debt including promises to extend or renew such debt are not enforceable. To protect you (borrower) and us (creditor) from misunderstanding or disappointment, any agreements we reach covering such matters are contained in this writing, which is the complete and exclusive statement of the agreement between us, except as we may later agree in writing to modify it.

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

END OF DOCUMENT