

## RATE AND FEE SUMMARY

| Interest Rates and Interest Charges   |   |
|---|---|
| Annual Percentage Rate (APR) for Purchases  | <p><b>From 29.49% to 34.49%</b></p> <p>This APR will vary with the market based on the Prime Rate.</p>  |
| APR for Cash Advances   | <p><b>From 29.49% to 34.49%</b></p> <p>This APR will vary with the market based on the Prime Rate.</p>  |
| Paying Interest   | Your due date is at least 24 days after the close of each billing period. We will not charge you interest on purchases if you pay your entire balance by the due date each month. We will begin charging interest on cash advances on the transaction date.   |
| Minimum Interest Charge   | If you are charged interest, the charge will be no less than \$1.00.  |
| For Credit Card Tips from the Consumer Financial Protection Bureau  | <p><b>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 <a href="https://www.consumerfinance.gov/learnmore">https://www.consumerfinance.gov/learnmore</a></b></p>  |
| Fees  |   |
| Annual Fee  | <p><b>From \$0 to \$59</b></p> <p>NOTICE: Your annual fee may be assessed before you begin using your card and will reduce the amount of credit you initially have available. For example, if you are assigned the minimum credit limit of <b>\$300</b>, and if your annual fee is \$59, your initial available credit will be only about <b>\$241</b>.</p> |
| <b>Transaction Fees</b> <ul style="list-style-type: none"> <li>● Cash Advance</li> <li>● Foreign Transaction</li> </ul> | <p>The greater of <b>\$10</b> or <b>3%</b> of the amount of the cash advance.</p> <p><b>None</b></p>  |
| <b>Penalty Fees</b> <ul style="list-style-type: none"> <li>● Late Fee</li> </ul>  | Up to <b>\$39</b>   |

**How We Will Calculate Your Balance:** We use a method called the "Average Daily Balance (including new transactions)." See your Cardmember Agreement for more details.

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

**Rate Information:** The following chart provides details on your variable rate based on the 7.75% Prime Rate as of 03/01/2023.

|               | Variable APR          | Daily Periodic Rate       | U.S. Prime Rate Plus Margin of |
|---------------|-----------------------|---------------------------|--------------------------------|
| Purchases     | From 29.49% to 34.49% | From 0.08079% to 0.09449% | From 21.74% to 26.74%          |
| Cash Advances | From 29.49% to 34.49% | From 0.08079% to 0.09449% | From 21.74% to 26.74%          |

## CARDMEMBER AGREEMENT

This product is issued by WebBank and serviced by Avant, LLC. ("Avant").

This Cardmember Agreement ("Agreement"), which includes your Rate and Fee Summary, is your contract with us. Please read it and keep it for your records. This Agreement, along with the application you submitted to request the Account, including but not limited to your credit report authorization and e-consent (if applicable), govern the use of your Account.

**Acceptance of Agreement:** You accept this Agreement if you do not cancel your Account within 30 days after we send you the Card or if you (or an Authorized User) use the Account. **However, you may reject the “Arbitration Clause with Class Action and Jury Trial Waiver” (“Clause”) as noted in that Clause if you wish. In the event of a dispute, the Clause will have a substantial effect on your rights, including your right to bring or participate in a class action, unless you are a Military Lending Act (MLA) Covered Borrower.**

**Changes to Your Agreement:** We may change the rates, fees and terms of this Agreement and we may add or delete any term to this Agreement. We will give you advance written notice of these changes and a right to reject the change, if required by law.

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## **DEFINITIONS**

The terms in this Definitions section have the same meanings when used in your statement.

**“Account”** means the credit card account with us established by this Agreement.

**“APR”** means annual percentage rate.

**“Authorized User”** means any person you allow to use your Account.

**“Card”** means one or more cards or other access devices, including your Account number or virtual card, that we issue to you, or someone you authorize, to receive credit under this Agreement.

**“Prime Rate”** means the U.S. Prime Rate published in The Wall Street Journal on the first day of the month, or if there is no publication that day, then the U.S. Prime Rate published on the immediately prior publication date will be used. If the Wall Street Journal does not publish the Prime Rate, a similar published rate will be the “Prime Rate” for purposes of this Agreement.

**“We”, “us” or “our”** means WebBank, the lender and the issuer of your Card.

**“You”, “your” or “yours”** means you and any other person who is also contractually liable under this Agreement.

The following terms used in this Agreement refer to amounts on your statement: New Balance, Previous Balance, Current Period Minimum Payment, and Total Minimum Payment Due.

## **USING YOUR ACCOUNT**

You agree to use your Account in accordance with this Agreement. You agree to pay us for all amounts due on your Account. This includes any charges made by an Authorized User. You agree not to use your Account for illegal transactions.

**Purchases.** You may use your Account to purchase goods or services from any merchant that accepts your Card. However, purchases of items that are convertible to cash are treated as a cash advance. See the Cash Advances section.

**Cash Advances.** You have obtained a cash advance if you use your Account to obtain cash from an ATM, financial institution, or other location; use a convenience check; purchase items that are convertible to cash, such as lottery tickets, money orders, casino chips, foreign currency, or similar items. See Rate and Fee Summary for the cash advance fee.

**Convenience Checks.** We may send you convenience checks to access your Account. If used, these checks are treated as cash advances, unless we tell you otherwise. You may not use a convenience check to pay any amount you owe us.

**Credit Authorizations.** We may not authorize a transaction for security or other reasons. We may limit the number or amount of transactions we authorize on your Account in any one day. We will not be liable to you if we decline to authorize a transaction or if anyone refuses any use of your Card, convenience check or Account number, except as required by applicable law.

**Credit Limit.** We will inform you of your credit limit. You must keep your Account balance below your credit limit. If you do not, you must still pay us. If we honor transactions above your credit limit, that will not increase your credit limit. Part of this credit limit may be available for cash advances. We may increase or decrease your credit limit and the amount available for cash advances at any time, without advance notice.

**Mobile Devices.** Smart phones, tablets, and other electronic devices can download, store, and/or access Account information. This means they can be used to get credit under this Agreement. Any such transaction is covered by this Agreement. Secure your mobile device. Anyone who can access your Card using your device can make charges to your Account. Apps that use your Card to get credit may have separate terms of use. Read them carefully. We are not responsible if you violate those terms or for any consequences from violating those terms.

**Joint Accounts.** If this Account is a joint Account, each of you agrees to be individually and jointly liable for the entire amount owed on the Account. Each of you also agrees that any notice we send to either of you will serve as notice to both of you.

**Annual Fee.** If this Account is subject to an annual fee, the amount is shown in the Rate and Fee Summary. We charge the annual fee during the first billing period after the Card is sent to you, and on an annual basis thereafter. Paying the annual fee does not limit our right to close the Account or our right to limit your ability to transact under the Account.

**Late Fee.** If you do not pay the Total Minimum Payment Due on your statement by the Payment Due Date, we will charge you a late fee. The fee is \$28, unless you incurred a late fee during the prior six billing periods. If you did, the fee is \$39. This fee will not exceed the amount permitted by law.

**Automatic Billing.** If you set up an automatic billing arrangement with a merchant, you are responsible for providing updated Account number or Card expiration date information to the merchant. You also authorize us to provide updated information to the merchant at our discretion. If you want to cancel automatic billing you must contact the merchant.

## **APRs and INTEREST**

**Interest.** Your APRs are on the Rate and Fee Summary. We apply the APRs to your Account balances. We do this every day by using a Daily Periodic Rate. To get a Daily Periodic Rate, we divide the APR by 365.

**Variable APRs.** Your variable APRs are determined by adding a margin (a number of percentage points) to the Prime Rate. The Rate Information table in the Rate and Fee Summary specifies the margin we add. Variable APRs increase or decrease based on changes in the Prime Rate. An increase in the APR will increase the amount of interest owed and may increase your minimum payment. Any increase or decrease in a variable APR due to a change in the Prime Rate on the first day of the month or the immediately prior publication date takes effect as of the first day of your billing cycle during which the Prime Rate has changed.

**Average Daily Balance Method (including new transactions).** We calculate interest separately for each transaction type (e.g. purchases, cash advances, and each promotional balance). For each transaction type, on the last day of the billing period we calculate the interest by multiplying the applicable Daily Periodic Rate by the Average Daily Balance and by the number of days in the billing period. You authorize us to round interest to the nearest cent. We then add the interest to your balance for that transaction type. The total interest charged for a billing period equals the sum of the interest charge for each transaction type.

To determine an "Average Daily Balance" for a transaction type, we calculate a daily balance each day of the billing period. For each transaction type, we start with the previous balance, which may include unpaid interest and fees imposed in previous billing periods. Each day, we add any new transactions for each transaction type, which may include fees and interest; subtract any payments or credits for each transaction type; and make other adjustments. (We add transaction fees to the same daily balance as the transaction. We generally add other fees to the daily balance for purchases.) We treat any credit balance as a balance of \$0. Then, we add up all the balances for the billing period, and divide the total by the number of days in the billing period. This gives us the Average Daily Balance. This computation method results in compounding the unpaid interest from previous billing periods.

**Minimum Interest Charge.** If we charge interest, the minimum amount will be \$1.00.

## **AVOIDING INTEREST**

**When Interest Begins.** Interest begins on a transaction, fee or interest from the day we add it to the daily balance. We continue to impose interest until you pay the total amount you owe us. You can avoid interest on purchases (i.e. a "Grace Period"), but not on cash advances which accrue interest from the date of transaction.

**Grace Period on Purchases.** You can avoid paying interest on purchases that appear on your current statement if you (1) had no New Balance (or a credit balance) on the statement for the past billing period or (2) paid the New Balance for the past billing period in full by the Payment Due Date. In either case, we will not impose interest on new purchases, or any portion of a new purchase, paid by the Payment Due Date on your current statement. When the grace period on purchases does not apply, interest begins to accrue on purchases on the transaction date.

## **PAYMENTS**

**Payment Instructions.** We credit payments received in accordance with the terms on your statement and applicable law. If you mail your payment to an address other than the address on the payment coupon of your statement, there may be a delay in crediting the payment to your Account. We can accept late payments, partial payments or payments marked "payment in full," or with any other restrictive endorsement, without losing any of our rights under this Agreement. Payment marked "payment in full" must be sent to the address shown on your billing statement. You must make payment in U.S. dollars in funds on deposit in the U.S. If you do not, we may refuse to accept your payment. We may also charge you the costs we incurred to collect the funds and we may select the currency conversion rate.

**Minimum Payment.** You may pay all or any part of your balance at any time without penalty. You must pay at least the Total Minimum Payment Due each billing period by the Payment Due Date on your statement. We will advise you of your Payment Due Date each month on your statement. Your Total Minimum Payment Due equals the Current Period Minimum Payment, plus all past due amounts. Your Current Period Minimum Payment is the greater of (i) 1% of the New Balance on your statement plus any late fee and interest assessed during the current billing period, or (ii) \$25. However, if the difference between the New Balance on your statement and your calculated Total Minimum Payment Due is less than \$1.00, your Total Minimum Payment Due will be the New Balance on your statement. You will need to pay the Current Period Minimum Payment and all past due amounts to be in good standing. At any time we can require you to pay all amounts by which your balance exceeds your credit limit.

**How We Apply Payments.** We apply payments up to the Total Minimum Payment Due at our discretion. This may result in balances at lower APRs being paid before other balances. This may also result in higher interest. Payments in excess of the Total Minimum Payment Due will be apportioned as required by law.

## **OTHER INFORMATION**

**Default.** You are in default if:

- You fail to pay the Total Minimum Payment Due by the Payment Due Date;
- You exceed your credit limit;
- You use your Card or Account for an illegal transaction;
- A bankruptcy or other insolvency proceeding is filed by or against you;
- We have a reasonable belief that you are unable or unwilling to repay your obligations to us;
- You die or are deemed incompetent or incapacitated; or
- You do not comply with any other terms of this Agreement or any other agreement with us, an affiliate, or our service providers.

If you are in default, we reserve the right to declare the entire Account balance immediately due and payable without notice, unless required by applicable law, and close your Account.

**Collection Costs.** If we use an attorney to collect your Account, we may charge you our legal costs as permitted by law. These may include reasonable attorneys' fees and court costs.

**Contact Authorization.** This authorization with us includes our servicer Avant, and extends to the successors, assigns, affiliates, agents and independent contractors, including servicers and collection agents of both us and Avant. If you provide us with an email address, you authorize us to contact you by email. If you provide us with a telephone number, you expressly authorize us to contact you by voice or text using automatic dialing equipment and artificial or prerecorded voice messages. These communications may be monitored or recorded. You authorize these contacts even if the number is a mobile phone number or converts to a mobile phone number, and even if you are charged by your service provider. These contacts may concern debt collection, notification of potential fraud, or for other Account-servicing purposes. The authorization given here does not extend to telemarketing or sales calls. You agree to notify us immediately of any change you make to the email address, telephone numbers or address that you provide us. You may change your preferences or update your contact information by calling the Card Services number shown on the front of your statement. If we do not have current contact information for you to service your Account, we may choose to suspend or close your Account. You acknowledge that this consent forms part of a bargained-for exchange. To the extent you have the right under applicable law to revoke this authorization, you agree that you may do so only by sending an email to [creditcards@avant.com](mailto:creditcards@avant.com) or by calling a customer service representative at 855-282-6822 specifying your preference. To stop text messages, you can also simply reply "STOP" to any text message we may send you.

**Privacy Policy.** You authorize us to share information about you and your Account as permitted by law. See our Privacy Policy at [www.avant.com](http://www.avant.com) for details about WebBank and Avant's information sharing practices.

**Credit Reporting.** We may from time to time review your credit, employment, and income records. Upon request, we will give you the name and address of any consumer reporting agency that furnished a report on you. **We may report information about the status and payment of your Account to credit bureaus and other creditors. Late payments, missed payments, or other defaults on your Account may be reflected in your credit report.** We may report Account information in your name and the names of Authorized Users. If you think we reported incorrect information, contact us by communicating with Avant at 855-282-6822 or send an email to us at [creditcards@avant.com](mailto:creditcards@avant.com).

**Authorized Users.** You are responsible for any use of your account by an Authorized User or anyone else that you or an Authorized User permit to use your account, even if the other person did not comply with any limitations you placed on their use of the Card or Account. You must notify us if you wish to cancel the authority of an Authorized User to use your Account or a particular Card.

**Unauthorized Use.** You must notify us immediately if your Card is lost or stolen or you believe someone is using your Account or a Card without your permission.

**Closing Your Account:** You may close your Account at any time. You may close your Account by calling the number on the back of your Card. You will remain responsible for any amount you owe us under this Agreement. Any joint Account holder may close a joint Account. However, both of you will remain responsible for paying all amounts owed. We may close, suspend or not renew your Account at any time, for any reason, without prior notice.

If you or we close your Account, you must pay us the full amount you owe us, which may include amounts that we have not yet billed to you. Until you pay us in full, we may continue to charge applicable fees as well as interest on the amount you owe us.

**Foreign Transactions:** Transactions in a foreign currency are converted to U.S. dollars by our network providers (Visa and MasterCard) using their procedures in effect at the time the transaction is processed. Currently, they use a government-mandated or wholesale rate. These procedures may change without notice. The conversion rate you get may differ from the rate on the transaction or post date, and from the rate our network provider 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 our network provider.

**Rewards.** Your Account may provide you with the opportunity to earn rewards. If it does, we will separately provide you with information and terms about the rewards. Any rewards applicable to your account will be governed by the provisions contained in the rewards terms.

**Governing Law.** This Agreement is governed by federal law and to the extent not preempted by federal law, by Utah law, without regard to conflict of laws principles.

**Waiver.** We may delay enforcing or give up any rights under this Agreement in certain situations. If any term is waived, we may still exercise any and all rights under this Agreement in the future.

**Severability and Savings Clause.** If any part of this Agreement conflicts with applicable law, that provision will be considered modified to conform to applicable law. If any part of this Agreement is invalid, the rest shall remain in effect, except as otherwise noted in the Arbitration Clause. You and we agree that we do not intend to impose any charge prohibited by applicable law. To the extent any interest rate or fee is determined to exceed that allowed by applicable law, then you agree that any such rate or fee may be reduced to an amount allowable by law, and any excess charge(s) may be refunded to you, including by crediting your account.

**Assignment.** We may assign any or all of our rights and obligations under this Agreement. You may not assign any of your rights or obligations under this Agreement.

#### **Covered Borrowers Under the Military Lending Act**

The Military Lending Act provides specific protections for active duty service members and their dependents in consumer credit transactions. This Section includes information on the protections provided to covered borrowers as defined in the Military Lending Act.

Federal law provides important protections to members of the Armed Forces and their dependents relating to extensions of consumer credit. In general, the cost of consumer credit to a member of the Armed Forces and his or her dependent may not exceed an annual percentage rate of 36 percent. This rate must include, as applicable to the credit transaction or account: The costs associated with credit insurance premiums; fees for ancillary products sold in connection with the credit transaction; any application fee charged (other than certain application fees for specified credit transactions or accounts); and any participation fees charged (other than certain participation fees for a credit card account).

The provisions of the Arbitration Clause with Class Action and Jury Trial Waiver shall not be applicable to, and shall not be enforceable against, a covered borrower as defined in the Military Lending Act.

**Oral Disclosures.** Please call 844-615-4531 to obtain oral disclosures, including the statement of MAPR and account-opening disclosures applicable to your credit card, required under the Military Lending Act.

#### **ARBITRATION CLAUSE WITH CLASS ACTION AND JURY TRIAL WAIVER**

By accepting this Agreement, you agree to this Arbitration Clause with Class Action and Jury Trial Waiver ("Clause") unless you opt-out as described below or are an MLA Covered Borrower. For purposes of this Clause, "we", "us" or "our" means WebBank, the lender and the issuer of your Card, as well as Avant, which services the Account.

We have drafted this Clause in question and answer form to make it easier to understand. But, this Clause is part of this Agreement and is legally binding.

**Background and Scope.**

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| <b>What is arbitration?</b>                        | <b>An alternative to court.</b>   | In arbitration, a third party (“Arbiter”) resolves Disputes in a hearing (“hearing”).  |
| <b>Is it different from court and jury trials?</b> | <b>Yes.</b>   | The hearing is private and usually less formal than court. Arbiters may limit pre-hearing fact finding, called “discovery.” Appeals are limited. Courts rarely overturn arbitration decisions.   |
| <b>Can you opt-out of this Clause?</b>             | <b>Yes, within 60 days.</b>   | If you do not want this Clause to apply, you must send us a signed notice within 60 calendar days of when we send you the Card. You must send the notice in writing (and not electronically) to the following address: Attn: Avant – Legal Department, 222 W Merchandise Mart Plaza, Suite 900, Chicago, IL 60654. You must provide your name, address, Account number and date. You must state that you “opt out” of the arbitration clause. If you opt-out of this Clause, it will not affect any other term of this Agreement.  |
| <b>What is this Clause about?</b>                  | <b>The parties’ agreement to arbitrate Disputes.</b>  | Unless prohibited by applicable law and unless you opt-out, you and we agree that any party covered by this Clause may elect to arbitrate or require arbitration of any “Dispute” as defined below.  |
| <b>Who does the Clause cover?</b>                  | <b>You, us, and certain “Related Parties”</b>   | This Clause governs you and us. It also covers certain “Related Parties.” These include: (1) our agents, heirs, successors, and assigns; (2) our parent companies, subsidiaries, and affiliates; (3) our employees, directors, officers, shareholders, members, representatives and service providers; and (4) any person or company that is involved in a Dispute that you pursue relating to this Agreement or your Account.   |
| <b>What Disputes does the Clause cover?</b>        | <b>Most Disputes that would normally go to court (except certain Disputes about this Clause).</b> | This Clause governs “Disputes” that would usually be decided in court and are between us (or any Related Party) and you. In this Clause, the word “Disputes” has the broadest possible meaning. It includes all past, present and future claims directly or indirectly arising from or related to your application, this Agreement, your Account and relationship with us and any communications relating to the same. It includes claims based on contract, tort, intentional tort, fraud, negligence, agency, equity, statute or regulation, or any other sources of law, claims seeking damages or injunctive or declaratory relief and initial claims, counterclaims, cross-claims, and third-party claims. It includes claims related to any prior applications or agreements. It includes extensions and payment plans. It includes claims related to collections, privacy, and customer information. It includes claims related to the validity in general of this Agreement. <b>But, it does not include disputes about the validity, coverage, or scope of this Clause or any part of this Clause. All such disputes are for a court and not the Arbiter to decide.</b> |
| <b>Who handles the arbitration?</b>                | <b>Usually AAA or JAMS.</b>   | Arbitrations are conducted under this Clause and the rules of the arbitration company in effect at the time the arbitration is commenced. But, arbitration rules that conflict with this Clause do not apply. The arbitration company will be either: <ul style="list-style-type: none"> <li>● The American Arbitration Association (“AAA”), 1633 Broadway, 10<sup>th</sup> Floor, New York, NY 10019, <a href="http://www.adr.org">www.adr.org</a>.</li> <li>● JAMS, 620 Eighth Avenue, 34<sup>th</sup> Floor, New York, NY 10018, <a href="http://www.jamsadr.com">www.jamsadr.com</a>.</li> <li>● Any other company picked by agreement of the parties.</li> </ul> If all the above options are unavailable, a court will pick the arbitration company. <b>But, no arbitration may be administered without our consent by any arbitration company that would permit class arbitration under this Clause.</b> The Arbiter will be selected under the arbitration company’s rules. But, the Arbiter must be a lawyer with at least ten years of experience or a retired judge unless you and we or the Related Parties to the Dispute otherwise agree.                          |
| <b>Can Disputes be litigated?</b>                  | <b>Sometimes</b>  | Either party may bring a lawsuit in court if the other party does not demand arbitration before or after the lawsuit is brought. We will not demand arbitration of any lawsuit you bring as an individual action in small-claims court that is within that court’s jurisdiction. But, we may demand arbitration of any small-claims action that is transferred, removed or appealed to a different court or if any small-claims action is brought on a class basis. Even if all parties have opted to litigate a Dispute in court, you or we may elect arbitration with respect to any Dispute brought by a new party or any Dispute later asserted by a party in that or any related or unrelated lawsuit. For example, if we file a lawsuit against you in court to recover amounts due  |

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|   |   | under this Agreement, you have the right to request arbitration, but if you do not elect to request arbitration, we reserve and do not waive the right to request arbitration of any Dispute (including any counterclaim) you later assert against us in that or any related or unrelated lawsuit.   |
| Are you and we giving up any rights if a Dispute is arbitrated? | Yes.  | <b>If a Dispute is arbitrated, you and we give up our rights to:</b><br>1. <b>Have juries decide Disputes.</b><br>2. <b>Have courts, other than small-claims courts, decide Disputes.</b><br>3. <b>Serve as a private attorney general or in a representative capacity.</b><br>4. <b>Join or consolidate a Dispute with disputes by other parties.</b><br>5. <b>Bring or be a class member in a class action claim or lawsuit, including as a representative or member, or class arbitration.</b>                                  |
| Can you or another consumer start class arbitration?            | No.   | <b>The Arbitrator is <u>not</u> allowed to handle any Dispute on a class or representative basis.</b> All Disputes subject to this Clause must be decided in an <b>individual</b> arbitration or an individual small-claims action. This Clause (except for this sentence) will be void if a court rules that the Arbitrator can decide a Disputes on a class basis and the court's ruling is not reversed on appeal. Other terms of this Clause be severed if held to be unenforceable and the remaining terms shall be enforced. |
| What law applies?   | <b>The Federal Arbitration Act ("FAA").</b> | This Agreement involves interstate commerce. Thus, the FAA governs this Clause. The Arbitrator must apply applicable substantive law consistent with the FAA. The Arbitrator must honor statutes of limitation and privilege rights. Punitive damages are governed by the constitutional standards that apply in judicial proceedings. The Arbitrator may award any damages or equitable relief provided for under applicable law for an individual action.  |
| Will anything you do make this Clause ineffective?              | <b>No, unless otherwise agreed.</b>         | This Clause stays effective unless the parties sign an agreement stating it doesn't. This Clause stays in force even if you default under your Agreement or go into or through bankruptcy or if the Agreement is assigned, terminated or is no longer in effect.   |

**Process.**

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| What must a party do before starting a lawsuit or arbitration? | <b>Send a written Dispute notice and work to resolve the Dispute.</b> | Before starting a lawsuit or arbitration, the complaining party must give the other party written notice of the Dispute. The notice must explain in reasonable detail the nature of the Dispute and any supporting facts. If we are the complaining party, notice of delinquency will be sent to you and posted to your online dashboard. Such notice of delinquency shall qualify as notice of Dispute for purposes of this provision. If you are the complaining party, you must send the notice in writing (and not electronically) to the following address: Attn: Avant – Legal Department, 222 W Merchandise Mart Plaza, Suite 900, Chicago, IL 60654. You, or an attorney you have personally hired, must sign the notice and must provide your Account number and a phone number where you (or your attorney) can be reached. Once a Dispute notice is sent, the complaining party must give the other party a reasonable opportunity over the next 30 days to resolve the Dispute on an individual basis. |
| How does arbitration start?                                    | <b>Following the rules of the selected arbitration company.</b>       | If the parties do not reach an agreement to resolve the Dispute within 30 days after notice of the Dispute is received, the complaining party may commence a lawsuit or arbitration, subject to the terms of this Clause. To start arbitration, the complaining party picks the arbitration company and follows the arbitration company's rules. If one party begins or threatens a lawsuit, or files a counterclaim in an existing lawsuit, the other party can demand arbitration. This demand can be made in court papers such as a motion to compel arbitration. It can be made if a party begins a lawsuit on an individual basis and then tries to pursue a class action. Once an arbitration demand is made, no lawsuit can be brought and any existing lawsuit must stop.  |
| Will any hearing be held nearby?                               | Yes.  | The Arbitrator may decide that an in-person hearing is unnecessary and that he or she can resolve a Dispute based on written filings and/or a conference call. But, any in-person arbitration hearing must be held at a place reasonably convenient to you.  |
| What about appeals?  | <b>Appeals are limited.</b>   | Appeal rights under the FAA are very limited. Except for FAA appeal rights and except for Disputes involving more than \$50,000 (including Disputes involving requests for injunctive  |

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|  |  | relief that could cost more than \$50,000), the Arbiter's decision will be final and binding. For Disputes involving more than \$50,000, any party may appeal the award to a panel of three Arbiters appointed by the arbitration company, which will reconsider from the start anything in the initial award that is appealed. The panel's decision will be final and binding, except for any FAA appeal right. Any appropriate court may enter judgment upon the Arbiter's award. |
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**Arbitration Fees and Awards.**

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| <b>Who bears arbitration costs?</b>   | <b>We generally both pay fees, sometimes we may pay all.</b> | We will pay our share of the filing, administrative, hearing and Arbiter's fees. At your request, we will advance your share of these fees if you act in good faith and cannot get a waiver. We will always pay these fees if required under applicable law or the arbitration company's rules or if payment is required to enforce this Clause.   |
| <b>When will we cover your legal fees and costs?</b>                                      | <b>If you win.</b>   | If you win an individual arbitration, we will pay your reasonable fees and costs for attorneys, experts, and witnesses. We will also pay these amounts if required under applicable law or the arbitration company's rules or if payment is required to enforce this Clause. The Arbiter shall not limit his or her award of these amounts because your Dispute is for a small amount. In situations other than those described in this answer, you will be responsible for your own attorney fees and other expenses.   |
| <b>Will you ever owe us for arbitration or attorneys' fees?</b>                           | <b>Under certain circumstances.</b>                          | The Arbiter can require you to pay our fees if (1) permitted under applicable law or if the Arbiter finds that you have acted in bad faith (as measured by the standards set forth in Federal Rule of Civil Procedure 11 (b)); and (2) this power does not make this Clause invalid.   |
| <b>Can a failure to resolve a Dispute informally result in a larger recovery for you?</b> | <b>Yes.</b>  | You are entitled to an arbitration award of at least \$7,500 if: (1) you give us notice of a Dispute on your own behalf (and not on behalf of any other party) and comply with all of the requirements of this Clause (including the requirements described in response to the question reading "What must a party do before starting a lawsuit or arbitration?"); (2) we refuse to provide you with the relief you request before an Arbiter is appointed; and (3) the Arbiter awards you money damages greater than the last amount you requested at least ten days before the arbitration commenced. This is in addition to the attorneys' fees and expenses (including expert witness fees and costs) to which you are otherwise entitled. This \$7,500 minimum award is a single award that applies to all Disputes you have raised or could have raised in the arbitration. Multiple awards of \$7,500 are not contemplated by this Clause. Settlement demands and offers are strictly confidential. They may not be used in any proceeding by either party except to justify a minimum recovery of \$7,500. |
| <b>Can an award be explained?</b>   | <b>Yes.</b>  | A party may request details from the Arbiter, within 14 days of the ruling. Upon such request, the Arbiter will explain the ruling in writing.   |

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## **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:

222 W Merchandise Mart Plaza, Suite 900  
Chicago, IL 60654

In your letter, give us the following information:

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

You must contact us:

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

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

### **What Will Happen After We Receive Your Letter**

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

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

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

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

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

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

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

If we do not follow all of the rules above, you do not have to pay the first \$50.00 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 \$50.00. (Note: Neither of these are necessary if your purchase was based on an advertisement we mailed to you, or if we own or operate the company that sold you the goods or services.)
2. You must have used your credit card for the purchase. Purchases made with cash advances from an ATM or with a check that accesses your credit card account do not qualify.
3. You must not yet have fully paid for the purchase.

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

222 W Merchandise Mart Plaza, Suite 900  
Chicago, IL 60654

While we investigate, the same rules apply to the disputed amount as discussed above. After we finish our investigation, we will tell you of our decision. At that point, if we think you owe an amount and you do not pay, we may report you as delinquent.