

Atlas Charge Card issued by Lead Bank (“Lead”)

Cardholder Agreement

There are four parts to this Cardholder Agreement (“Agreement”), the **Atlas Pricing Information** (Part I.), **Cardholder Rights and Responsibilities** (Part II.), and **Arbitration Provisions** (Part III), contained in this document, any **Supplements, Notices & Disclosures** provided at account opening or that will come enclosed in your card carrier, along with any subsequent amendments or changes to these parts. This Agreement contains important account information about your card and account. Please read and keep these documents for your records.

Part I. Atlas Pricing Information

Payment Information	
All Charges made on this charge card are due and payable on the due date specified when you receive your periodic statement.	
Fees	
Annual Membership Fee	\$499
Transaction Fees	
<ul style="list-style-type: none">Foreign Transaction Fee	Atlas does not impose a foreign transaction fee and will cover any foreign transaction fee imposed by Visa
Penalty Fees	
<ul style="list-style-type: none">Late FeeReturned Payment Fee	\$25 per month. \$50
Optional Fees	
<ul style="list-style-type: none">Replacement Card FeeExpedited Delivery FeeStatement Reissuance FeeDocument Fee	\$0 for the first two replacement Cards each year, \$35 per Card if you request a replacement Card thereafter \$35 if you ask us to send a card by expedited delivery \$5 if you ask us to send a copy of a Statement already issued. \$25 if you ask us to provide copies of documents, such as sales slips and receipts
For Credit Card Tips from the Consumer Financial Protection	To learn more about factors to consider when applying for or using a credit card, visit the website of the Consumer Financial

Bureau	Protection Bureau at http://www.consumerfinance.gov/learnmore .
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Things you should know about this card:

How Fees Work

Annual Membership Fee	This fee is listed on the Fees Table and will be charged to your account at account opening and on each subsequent anniversary, so long as your account is open.
Late Fee	If we do not receive the Total Due by the payment date shown on your billing statement, the fee is \$25 for each month in which we have not received the Total Due. However, the Late Fee will not exceed the Total Due.
Returned Payment	If you make a payment that is returned unpaid the first time we present it to your bank, the fee is \$50. If you do this again within the same Billing Cycle or the next 6 Billing Cycles, the fee is \$50. However, the returned payment fee will not exceed the Total Due. These fees do not include any fees that may be imposed by your bank.
Foreign Transaction	Atlas will cover any foreign transaction fee imposed by Visa

What are my billing rights? Information on your right to dispute transactions and how to exercise those rights is provided in the section titled “**Your Billing Rights.**”

Part II. Cardholder Rights and Responsibilities

Definitions

To simplify this Agreement for you, the definitions listed below will apply throughout this Agreement.

Generally, the words **you**, **your**, and **yours** mean all persons responsible for complying with this Agreement, including the person who applied to open the account and the person to whom we address billing statements. The words **we**, **us**, and **our** mean Lead and its successors and assigns, the service providers retained by Lead and any purchasers or assignees of the receivables generated by your account.

Account means your account designated and maintained by us in relation to the credit provided under or in connection with this Agreement to which any purchase transaction or charge by you may be posted.

Card means one or more cards or other access devices, such as account numbers, that we have issued to permit you to obtain credit under this Agreement.

Billing Cycle means the days between the closing date shown on the last billing statement we sent you and the closing date on your current billing statement.

Billing Statement means a monthly document we provide to you showing account information including, among other things, purchase transactions, credits, fees, and payments made to your account during the billing cycle.

Card Carrier means the envelope or other device used to deliver your Card.

Closing Date means the same day of the month as the date on which your Account was opened; provided that for anyone who opened an account after the 28th day of the month, the Closing Date will be the 28th day of the month.

Third-Party User means any person to whom you give permission to use your account or otherwise make your account accessible to.

Total Due means the sum of all of the purchase transactions shown on your billing statement through the closing date. This includes fees assessed and any past due amounts.

Purchase Transactions means any extension of credit to your account for the purpose of purchasing or leasing goods or services from participating merchants.

Renewing Accounts means an account that has been open for 12 calendar months or more.

About your Cardholder Agreement

This Agreement is deemed to have been accepted by you and is binding if you or an third-party user use, sign or keep the card or account, subject to your Right to Cancel. The terms of this Agreement continue to apply even after your account is closed, as long as you have a balance.

Changing this Agreement

We may change this Agreement, subject to applicable law. We may do so in response to the business, legal or competitive environment. This written Agreement is a final expression of the agreement governing the account which may not be contradicted by any alleged oral agreement. We will give you advance written

notice of changes as required by applicable law. We will also tell you in each notice if you have the right to reject a change and how to exercise that right. Unless a right to reject a change exists and has been exercised by you, changes are binding as of the effective date provided on the notice and terms will be accepted based on your continued use and possession of the card.

Account Information

Federal law requires all financial institutions to obtain, verify, and record information that identifies each person who opens an account. We need information about you to manage your account, including:

- 1) your legal name;
- 2) a valid US mailing address and residential address (if different);
- 3) your date of birth;
- 4) your Social Security Number or other government identification number;
- 5) your telephone number; and
- 6) your employment and income information

You must tell us when this information changes. We may ask you for additional documents to verify any changes. We may restrict or close your card and account if we cannot verify your information, or if you do not provide it as requested.

Annual Membership Fee

You will be assessed an annual membership fee of \$499, subject to the terms under the section Right to Cancel your Account. This fee will be debited from your account in your first billing statement and on each subsequent anniversary until you cancel your card and account.

Right to Cancel or Suspend your account

You may cancel your account at any time by calling us or writing to us at 650-539-2701 or help@atlascard.com :
However, you remain responsible to pay all outstanding charges according to the terms of this Agreement.

We will refund the annual membership fee if you notify us that you are voluntarily closing your card and account within 30 days of opening a new account that has not been used for purchase transactions, or within 30 days of the closing date of the billing statement on which that fee appears for renewing accounts. The annual membership fee is nonrefundable for cancellations outside of these periods. Members residing in the Commonwealth of Massachusetts at the time of cancellation are exempt from this policy.

We may cancel your account, suspend the ability to make charges, cancel or suspend any privilege of features on your account, adjust the credit line and notify merchants that your account has been canceled or suspended at any time, and for any reason not prohibited by law, without prior notice. If we do any of these, you must still pay for all charges under the terms of this Agreement. We may also reissue a different card or account number at any time.

We may do any of these things at our discretion, even if you pay on time and your account is not in default. If your account is canceled, you must destroy your cards or immediately return them to us.

Servicer

Point Up Inc. or its subsidiary Point Card Operations Inc. (collectively, “Atlas ”) services parts of

your card and account, including, but not limited to, account and/or card management, maintenance of the program website or mobile application. In this capacity, Atlas may act on our behalf, perform our obligations or enforce our rights under this Agreement. We retain the right to add, modify, or delete any benefit or service from your account at our discretion. You understand and acknowledge that we may share with Atlas any information you provide to us in connection with your account or card, or any information we collect in connection with your account or card in order for Atlas or its affiliates to provide you with products and/or services in connection with your account or card. Atlas provides the rewards offered in connection with your card or account and will provide separate notice and disclosures related to those benefits.

Using Your account and Your Spending Limit

Even though you are not required to sign the card, you are fully responsible for complying with all the terms of this Agreement, including the obligation to pay us for all balances due on your account as specified in this Agreement. Your card must only be used for lawful transactions and may not be used to purchase goods or services for commercial purposes nor resale.

You may use the card to make purchases of goods and services, wherever the card is honored. We decide whether to approve a charge based on how you spend and pay on this account and other accounts you have with us and our affiliates. We also consider your credit history and your personal resources that we know about.

We may decline to authorize a charge or purchase transaction in our sole discretion, subject to applicable law, including, but not limited to, for reasons of suspected fraud or our assessment of your creditworthiness, which may occur even if your account is not in default. We may limit the number of purchase transactions that may be approved in one day. If we detect illegal, unusual, or suspicious activity on your account, we may suspend your credit privileges until we can verify the activity. We are not responsible for any losses related to our, or any merchant's, decision to decline to authorize a purchase transaction. We are not responsible if any merchant refuses to accept the card.

Additional Cards

We do not provide joint accounts nor allow the addition of third-party users to your account as cardholders. Except for replacement cards issued due to loss, destruction or theft of a card, we will not issue additional cards on your account. You are responsible for all uses of your account by any third-party user and anyone they allow to use your account. You must pay for all charges that they make.

Promise to Pay

You promise to pay us all amounts owed on your account. This includes amounts where you did not sign a purchase slip or other document for the purchase transaction. We will treat purchase transactions made without presenting your actual card (such as for mail, telephone, internet or mobile device purchases) the same as if you used the card in person. If there is a third-party user or you provide a third party with access to your account (including the card), you promise to pay for all amounts due based on the use of the card or account by a third-party user or any other person to whom you provide access to your account.

Billing Address

You must notify us immediately if you change the mailing address where we send billing statements or email address to which we send notices that your billing statement is available online. We may also update your billing address if we receive information that it has changed or is incorrect.

How We Determine Total Due

The Total Due is the sum of all of the purchase transactions shown on your billing statement through the closing date. This includes fees assessed and any past due amounts. To determine the Total Due, we begin with the outstanding balance on your account at the beginning of the Billing Cycle, called the “**Previous Balance**” on the billing statement. We add any purchases and subtract any credits or payments credited as of that closing date. We then add the appropriate fees, as applicable, and make other applicable adjustments to calculate the Total Due, called the “**Balance:**” on your billing statement..

Payments

You must pay the Total Due each billing cycle no later than the payment due date shown on your billing statement to avoid a late payment fee. For payment to be considered on time, it must be credited to the account. Your billing statement will contain information about the time and method of payment to assure that your payment is credited the same day it is made. If payment is not made in conformance with the requirements, there may be a delay in crediting the account. This may result in late fees. Do not send cash payments. Make payments to us in U.S. dollars drawn on funds on deposit in the United States using online payment or automatic debit that will be processed and honored by your bank; provided, your bank is a U.S. bank and the payments are clearable through the U.S. banking system. Payments not made in conformance with these instructions may be delayed in crediting to your account.

We may refuse to accept payments made to your account by someone else on your behalf. If we do accept it, you will be responsible for the payment and any cost if a financial institution rejects it.

We reserve the right, but are not obligated, to accept payments made in foreign currency and instruments drawn on funds on deposit outside the United States. If we do, we will select the effective currency conversion rate at our discretion and credit your account in U.S. dollars after deducting any fees or costs incurred in connection with processing your payment. If such fees or costs are not fully deducted at the time your account is credited for a payment, we will bill you separately for them. You may not make payments with funds from your account, with any other credit card account or any other credit account with us.

We can accept late or partial payments, as well as payments that reflect “paid in full” or other restrictive endorsements, without losing any of our rights under this Agreement. Subject to applicable law, we will apply payments and credits among charges in any order we choose.

You may **not** pay your account at any Lead Bank branch.

Credit Balance

Your card does not have a preset spending limit. Instead, we reserve the right to approve or to decline a charge to the account on a transaction-by-transaction basis. In the event we assign a specific preset spending limit or credit limit to your account, we will notify you in accordance with applicable law. We will return to you any credit amount over \$1.00 if the amount has been on your account longer than six months. You may also request a refund of a credit balance at any time. We may reduce the amount of any credit balance by the amount of new charges billed to your account. We may reject and return any payment that creates or adds to a credit balance on your account.

Electronic Debits from External Accounts

When you provide a check or check information to make a payment, you authorize us to use information

from the check to make a one-time ACH or other electronic transfer from your bank or asset account. If we do this, your payment may be deducted from your bank or asset account on the same day we receive the check. You will not receive your check back from your bank if we process your check as an electronic transfer. We may also process it as a check transaction. We may delay the availability of credit until we confirm that your payment has cleared. This may happen even if we credit your payment to your account. We may resubmit and collect returned payments electronically. If necessary, we may adjust your account to correct errors, process returned and reversed payments, and handle similar issues.

Failure to Pay

If you pay your billing statement's Total Due in full by the payment due date shown on your billing statement, new purchase transactions may be permitted to post to your account. New purchase transactions will not be permitted to post to your account if your billing statement's Total Due is not paid in full by the payment due date. If you have not paid the Total Due by the payment date shown on your billing statement and we have not received written notice of a potential error within thirty (30) days of the payment due date, then we may report you as delinquent.

Late Fee

If there is a Past Due balance on the current card billing statement, your account will be in default and we may impose a late fee of up to \$25 , on the 15th day after the billing due date. An initial past due balance will be subject to a \$25 late fee and \$25 for each month past the due date thereafter , but will not exceed the Total Due. A Late Fee will be charged on each subsequent billing cycle until the Total Due is paid or the account is closed by Point.

Returned Payment Fee

Subject to applicable law, we may add a fee of up to \$50 to the account when an electronic payment, payment check or similar instrument is not honored, when we must return it because it cannot be processed, or when an automatic debit is returned unpaid. At our option, we may assess this fee the first time your check or payment is not honored, even if it is honored upon resubmission. The fee will not exceed the amount permitted by applicable law.

Account Defaults

Your account is in default if:

- you violate any term of this Agreement, including a failure to pay the Total Due on the due date,
- you provide false information,
- you file for bankruptcy or otherwise become unable or unwilling to pay your debts when due.
- you default under another agreement with us or an Affiliate
- you become incapacitated or die

This list is not exhaustive.

If we consider your account in default, we may take any action we deem necessary to protect ourselves from additional loss, including but not limited to suspending your ability to make charges, cancel or suspend any feature on your account or terminate our business relationship with, without notice.

Collection Costs

If we refer the collection of your account to a lawyer who is not our salaried employee, to the extent not prohibited by applicable law, you will be liable for any reasonable attorney's fees we incur, plus the costs and expenses of any legal action.

Pre-authorized Charges

If you default, if the card is lost or stolen, or we change your account or account number for any reason, we may suspend automatic charges on that account to third party vendors. If pre-authorized charges are suspended, you must contact the third party vendor to reinstate them. You are responsible for making direct payment for such charges until you reinstate automatic charges.

Prohibited Transactions

Your card and account do not support ATM withdrawals or cash advances using your card, balance transfers, or the ability to charge purchase transactions over a set credit limit. Such transactions will be declined.

Transaction Fee for Purchases Made in Foreign Currencies

If you make a purchase transaction with your card in a currency other than U.S. dollars, the card network will convert the charge into a U.S. dollar amount. The card network will act in accordance with its operating regulations or conversion procedures in effect at the time that the purchase transaction is processed and charge its customary fees. Currently, the currency conversion procedure includes use of either a government-mandated exchange rate, or a wholesale exchange rate selected by the card network, in its sole discretion. This rate may differ from the rate in effect on the date of purchase or the date the purchase transaction was posted to your account. If a purchase transaction is converted by a third party prior to that purchase transaction being processed by Visa, the foreign currency conversion rate for that purchase transaction will be the rate selected by that third party.

Optional and Additional Fees

As additional products and services are made available, requested or as conditions change, unless prohibited by law, we may charge you other fees not listed in this Agreement. If any additional fee applies to your account or a service you have requested, you will be informed of the amount of the fee at the time of the request, but prior to rendering the service.

Lost or Stolen Cards or Account Numbers

If any card or account number is lost or stolen, or if you think someone used or may use them without your permission, notify us at once by calling us at 650-539-2701, by visiting the Atlas mobile app or sending an e-mail to help@atlascard.com. Immediate reporting enables us to take actions to limit potential losses. If we find that the purchase transactions on your account are unauthorized, timely reporting may limit your liability to \$50. You will not be liable for unauthorized purchases made after we've been notified of the loss or the theft and had a reasonable time to act;

We may ask you to provide certain information and documents to help us complete our investigation, pursue and get reimbursement from the wrongdoer. This will include identification of the charges that were not made by you, or someone authorized by you, and from which you received no benefit.

Credit Reporting

We may report information about your account to credit bureaus. Late payments, missed payments, or other defaults on your account may be reflected on your credit report and will have a negative impact on your credit score. Information we provide may appear on your and the third-party user's credit reports. If you

request additional cards on your account for others, you understand that we may report account information in your name as well as in the names of those other people.

We may also obtain follow-up credit reports on you (for example, when we review your account for a spending limit increase). If you wish to know the names of the agencies we have contacted, write us at the Customer Service address listed on the billing statement. If you think we reported erroneous information to a credit reporting agency, write us at the Customer Service address listed on the billing statement. We will promptly investigate the matter. We will then tell you if we agree or disagree with you. If we agree, we will contact each credit reporting agency to which we reported and will request they correct the report. If we disagree with you after our investigation, we will tell you in writing or by telephone and instruct you how to submit a statement of your position to those agencies. Your statement will become a part of your credit record with them. 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.

You agree that we will (a) obtain credit reports about you, investigate your ability to pay, (b) obtain information about you from other sources including information to verify and re-verify your employment and income, and (c) use such information for any purposes (for example, marketing to you or evaluating you for a new account), subject to applicable law.

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 Billing Statement

If you think there is an error on your billing statement, write to us at the address for billing inquiries and correspondence shown on the front of your billing statement. In your letter, give us the following information:

1. Account information: Your name and account number.
2. Merchant information: Name of Merchant or Business Name
3. Dollar amount: The dollar amount of the suspected error.
4. 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 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.

You must contact us:

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

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 billing statement. While you do not have to pay the amount in question, you are responsible for the remainder of your balance. 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 fees. We will send you a billing 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 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.
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 the address for billing inquiries and correspondence shown on the front of your billing statement. 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.

Assigning Claims

If you dispute a charge with a merchant, we may credit your account for all or part of the disputed charge. If we do so, you assign and transfer to us all right and claims(excluding tort claims) against the merchant. You agree that you will not pursue any claim against the merchant for the credits amount. And you must cooperate with us if we decide to do so.

Consent to Telephone Calls and Monitoring

You authorize us (which includes, for the purposes of this paragraph, our agents, representatives, debt collectors and service providers and any subsequent owner of debt originated in connection with your account) to contact you using automatic telephone dialing systems, artificial or prerecorded voice message systems, email and text messaging systems in order to service your account and to otherwise provide you with information regarding your account, including information about missed payments, the suspected misuse of your card, or general servicing items. You authorize us to make such contacts using any telephone numbers (including wireless, landline and Voice Over Internet Protocol numbers) you have supplied or will supply to us in connection with your account or any other account you may have or will establish with us. You understand that anyone with access to your telephone may listen to or read the messages we leave or send you, and you agree that we will have no liability for anyone accessing such messages. You further understand that, when you receive a telephone call or text message, you may incur a charge from the company that provides you with telecommunications, wireless and/or data services, and you agree that we will have no liability for such charges. You expressly authorize us to monitor and record your calls with us. You agree that you are the owner and/or primary user of any telephone number or email address you provide to us and that you will notify us if this is no longer true as to any such telephone number or email address.

Additional Terms

Survival

If any provision of this Agreement or the application of any provision to any person or to any circumstance is determined to be invalid or unenforceable, then such determination will not affect any other provision of this Agreement or the application of such provision to any other person or circumstance, all of which provisions will remain in full force and effect. Any provision of this Agreement so held to be invalid or unenforceable will be automatically terminated and of no further force and effect and performance thereof by both parties will be waived; provided, if any portion of the Arbitration provision below is deemed invalid or unenforceable, the entire arbitration provision shall not remain in force.

Enforcing this Agreement

We can delay in enforcing or fail to enforce any of our rights under this Agreement without losing them.

Assignment

We may at any time, and without notice to you, sell, assign or transfer your account, any amounts due in connection with your account or this Agreement, or rights or obligations under your account or this Agreement to any person or entity, including Point. The person or entity to whom we make any such sale, assignment or transfer shall be entitled to all of our rights and shall assume our obligations under this Agreement, to the extent sold, assigned or transferred, and shall have the right to, without notice to you, sell, assign or transfer your account, any amounts due on your account or this Agreement, or rights or obligations under your account or this Agreement to any other person or entity. Without limiting the generality of the foregoing, you acknowledge and agree that Point may acquire, purchase or receive your account, any amounts due on your account or this Agreement, or rights or obligations under your account or this Agreement. We will also share with any prospective purchaser of this Agreement, account, any amounts due on your account or our rights or obligations under your account or this Agreement all personal information you may provide us or that we collect in connection with the card or account. You authorize us to share such information about you or your account with our affiliates and others. You may have the right to opt out of some information sharing. For more details, please refer to our Privacy Notice.

Applicable Law

The terms and enforcement of this Agreement shall be governed by federal law and the law of Missouri, where we are located. This Agreement and your account are governed by federal law and, to the extent that state law applies, the law of Missouri without regard to its conflict of law principles. Further, this Agreement is made in Missouri and credit is extended to you from Missouri, regardless of where you live or use your account.

No Warranty Regarding Merchant Goods or Services

We are not responsible for the quality, safety, legality, or any other aspect of any goods or services you purchase with your card beyond your rights described in the Billing Rights above.

State Notices

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. California Residents: The applicant, if married, may apply

for a separate account. After credit approval, each applicant shall have the right to use this account to the extent of any credit limit set by the creditor and each applicant may be liable for all amounts of credit extended under this account to each joint applicant. 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. New York, Rhode Island and Vermont Residents: We may obtain at any time your credit reports, for any legitimate purpose associated with the account or the application or request for an account, including but not limited to reviewing, modifying, renewing and collecting on your account. On your request, you will be informed if such a report was ordered. If so, you will be given the name and address of the consumer reporting agency furnishing the report. New York residents may contact the New York State Department of Financial Services to obtain a comparative listing of credit card rates, fees and grace periods. New York State Department of Financial Services - (800) 342-3736 or <https://www.dfs.ny.gov/>. 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 the law.

Part III. ARBITRATION

PLEASE READ THIS PROVISION OF THE AGREEMENT CAREFULLY. IT PROVIDES THAT ANY DISPUTE MAY BE RESOLVED BY BINDING ARBITRATION. 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. ARBITRATION PROCEDURES ARE SIMPLER AND MORE LIMITED THAN COURT PROCEDURES.

Agreement to Arbitrate

Either you or we may, without the other's consent, elect mandatory, binding arbitration for any claim, dispute, or controversy between you and us related to this Agreement or the account or card (called "Claims"). For California residents, a "Claim" does not include any claim or action for public injunctive relief or other matter that cannot be arbitrated on an individual basis.

Claims Covered

What Claims are subject to arbitration? All Claims relating to your card or account or our relationship are subject to arbitration, including Claims regarding the application, enforceability, or interpretation of this Agreement and this arbitration provision. All Claims are subject to arbitration, no matter what legal theory they are based on or what remedy (damages, or injunctive or declaratory relief) they seek. This includes Claims based on contract, tort (including intentional tort), fraud, agency, your or our negligence, statutory or regulatory provisions, or any other sources of law;

Claims made as counterclaims, cross-claims, third- party claims, interpleaders or otherwise; and Claims made independently or with other claims. A party who initiates a proceeding in court may elect arbitration with respect to any Claim advanced in that proceeding by any other party. Claims and remedies sought as part of a class action, private attorney general or other representative action are subject to arbitration on an individual (non-class, non-representative) basis, and the arbitrator may award relief only on an individual (non- class, non-representative) basis.

Whose Claims are subject to arbitration?

Not only ours and yours, but also Claims made by or against anyone connected with us or you or claiming through us or you, such as a co-applicant or third-party user of your account, an employee, agent, representative, affiliated company, predecessor or successor, heir, assignee, or trustee in bankruptcy.

What time frame applies to Claims subject to arbitration?

Claims arising in the past, present, or future, including Claims arising before the opening of your account, are subject to arbitration.

Broadest interpretation.

Any questions about whether Claims are subject to arbitration shall be resolved by interpreting this arbitration provision in the broadest way the law will allow it to be enforced. This arbitration provision is

governed by the Federal Arbitration Act (the “FAA”).

What about Claims filed in Small Claims Court?

Claims filed in a small claims court are not subject to arbitration, so long as the matter remains in such court and advances only an individual (non-class, non- representative) Claim.

How Arbitration Works

How does a party initiate arbitration?

The party filing an arbitration must choose one of the following two arbitration firms and follow its rules and procedures for initiating and pursuing an arbitration: American Arbitration Association or JAMS. Any arbitration hearing that you attend will be held at a place chosen by the arbitration firm in the same city as the U.S. District Court closest to your then current billing address, or at some other place to which you and we agree in writing. You may obtain copies of the current rules of each of the arbitration firms and forms and instructions for initiating an arbitration by contacting them as follows:

American Arbitration Association 800-778-7879 (toll free) Website: www.adr.org/
JAMS 800-352-5267 (toll free) Website: www.jamsadr.com/

At any time you or we may ask an appropriate court to compel arbitration of Claims, or to stay the litigation of Claims pending arbitration, even if such Claims are part of a lawsuit, unless a trial has begun or a final judgment has been entered. Even if a party fails to exercise these rights at any particular time, or in connection with any particular Claims, that party can still require arbitration at a later time or in connection with any other Claims.

What procedures and law are applicable in arbitration?

A single, neutral arbitrator will resolve Claims. The arbitrator will be either a lawyer with at least ten years experience or a retired or former judge, selected in accordance with the rules of the arbitration firm. The arbitration will follow procedures and rules of the arbitration firm in effect on the date the arbitration is filed unless those procedures and rules are inconsistent with this Agreement, in which case this Agreement will prevail. Those procedures and rules may limit the discovery available to you or us. The arbitrator will take reasonable steps to protect customer account information and other confidential information if requested to do so by you or us. The arbitrator will apply applicable substantive law consistent with the FAA and applicable statutes of limitations, will honor claims of privilege recognized at law, and will have the power to award to a party any damages or other relief provided for under applicable law. You or we may choose to have a hearing and be represented by counsel. The arbitrator will make any award in writing and, if requested by you or us, will provide a brief statement of the reasons for the award. An award in arbitration shall determine the rights and obligations between the named parties only, and only in respect of the Claims in arbitration, and shall not have any bearing on the rights and obligations of any other person, or on the resolution of any other dispute.

Who pays?

Whoever files the arbitration pays the initial filing fee. If we file, we pay; if you file, you pay, unless you get a fee waiver under the applicable rules of the arbitration firm. If you have paid the initial filing fee and you prevail, we will reimburse you for that fee. If there is a hearing, we will pay any fees of the arbitrator and arbitration firm for the first day of that hearing. All other fees will be allocated as provided by the rules of the arbitration firm and applicable law. However, we will advance or reimburse your fees if the arbitration firm or arbitrator determines there is good reason for requiring us to do so, or if you ask us and we determine there is good reason for doing so. Each party will bear the expense of that party’s attorneys, experts, and witnesses, and other expenses, regardless of which party prevails, but a party may recover any

or all expenses from another party if the arbitrator, applying applicable law, so determines.

Who can be a party?

Claims must be brought in the name of an individual person or entity and must proceed on an individual (non-class, non-representative) basis. The arbitrator will not award relief for or against anyone who is not a party. If you or we require arbitration of a Claim, neither you, we, nor any other person may pursue the Claim in arbitration as a class action, private attorney general action or other representative action, nor may such Claim be pursued on your or our behalf in any litigation in any court. Claims, including assigned Claims, of two or more persons may not be joined or consolidated in the same arbitration. However, applicants, co-applicants, third-party users on a single account and/or related accounts, or corporate affiliates are here considered as one person.

When is an arbitration award final?

The arbitrator’s award is final and binding on the parties unless a party appeals it in writing to the arbitration firm within fifteen days of notice of the award. The appeal must request a new arbitration before a panel of three neutral arbitrators designated by the same arbitration firm. The panel will consider all factual and legal issues anew, follow the same rules that apply to a proceeding using a single arbitrator, and make decisions based on the vote of the majority. Costs will be allocated in the same way they are allocated for arbitration before a single arbitrator. An award by a panel is final and binding on the parties after fifteen days has passed. A final and binding award is subject to judicial review and enforcement as provided by the FAA or other applicable law.

Survival

This arbitration provision 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.

Banking products and services are subject to bank and credit approval and are provided by Lead Bank Member FDIC