

INTEREST RATE AND INTEREST CHARGES	
Annual Percentage Rate (APR) for Purchases	15.99% Standard APR based on your credit worthiness. This APR will vary with the market based on the Prime Rate.
APR for Cash Advances	18.99% Standard APR based on your credit worthiness. This APR will vary with the market based on the Prime Rate.
Paying Interest	PAYMENT INFORMATION: All charges made on this account are due and payable in full when you receive your periodic statement. Your due date is at least 25 days after the close of each billing cycle. We will not charge you any interest on purchases if you pay your entire balance in full by the due date each month. If a purchase balance is carried into the next statement cycle, you will be charged at the full purchase APR rate. We will begin charging interest on cash advances on the transaction date.
Minimum Interest Charge	If you are charged periodic interest, the charge will be no less than \$1.
For Credit Card Tips from the Consumer Financial Protection Bureau	To learn more about factors to consider when applying for or using a credit card, visit the website of the Consumer Financial Protection Bureau at https://www.consumerfinance.gov/learnmore
FEES	
Annual Fees	Up to \$35 .
Transaction Fees	
• Cash Advance	Either \$5 or 3% of the amount of each cash advance, whichever is greater
• Foreign Transaction Fees	Up to 1% of each foreign transaction in U.S. dollars
Penalty Fees	
• Late Payment	Up to \$35
• Over-the-Limit	\$0
• Returned Payment	Up to \$35

How We Will Calculate Your Balance: For Purchases and Balance Transfers we use the "Average Daily Balance," EXCLUDING new transactions (Method E) as described on the monthly Account billing statement. For Cash Advances we use the "Average Daily Balance," INCLUDING new transactions (Method A) as described on the monthly Account billing statement. See your Cardholder Agreement for further details.

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

Other Fees: Additional fees may apply for special services requested by the cardholder.

- Same Day Payment: Up to **\$10.00**
- Express Order Fee: Up to **\$35.00**
- Research Fee: Up to **\$15.00/hour** plus **\$.25/copy**
- Replacement Card Fee: Up to **\$5.00** for each lost or damaged card

Inactive Accounts: We reserve the right to close inactive accounts after 12 months of inactivity. Please refer to Cardholder Agreement for additional details.

How We Will Calculate Your Variable APRs: We calculate variable APRs by adding a margin to the highest U.S. Prime Rate published in the Money Rates section of The Wall Street Journal two business days (not weekends or federal holidays) before the closing date shown on your billing statement. The APR may increase or decrease each month if the Prime Rate changes. Any new rate will be applied beginning the first day of your first billing cycle that is at least 30 days after the latest Prime Rate change. If the APR increases, you will pay a higher interest charge and may pay a higher minimum payment. The Prime Rate is simply a reference index and is not the lowest interest rate available. If The Wall Street Journal stops publishing the Prime Rate, we will select a similar reference rate.

Prime Rate: Variable APRs are based on the **7.50%** Prime Rate that has been in effect since Feb 17, 2025.

Purchase APR: For Purchase transactions, we add a Margin of **8.49%** to the Prime Rate of **7.50%**. The monthly periodic rate of FINANCE CHARGES is 1/12th of the APR or **1.3325%**.

Cash APR: For Cash Advance transactions, we add a Margin of **11.49%** to the Prime Rate of **7.50%**. The daily periodic rate of FINANCE CHARGES is 1/365th of the APR or **0.05203%**.

Military Lending APR: Effective October 1, 2017, 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 fee charged (other than certain participation fees for a credit card account). MEMBER FDIC (Last Revised 10/1/2024 BUS5)

First International Bank & Trust – Billing Rights & Cardholder Agreement

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:

Customer Service
PO Box 30495
Tampa, FL 33630

In your letter, give us the following information:

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

You must contact us:

- A. Within 60 days after the error appeared on your statement.
 - B. At least 3 business days before an automated payment 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.

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

1. **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.
2. **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 and 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 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 PURCHASE

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 the cash advances from an ATM using your credit card 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:

Customer Service
PO Box 30495
Tampa, FL 33630

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.

BUSINESS CARDHOLDER / Account AGREEMENT

1. The terms of this agreement govern the possession and use of credit cards (each a "card") issued by First International Bank & Trust ("Issuer"). Each business entity that applies for a credit card and for whom a card is issued, whether directly in the name of the business entity ("Holder"), or in the name of a Holder authorized employee or agent ("Authorized User"), Holder or Authorized User having an Issuer assigned account number ("Account"), consents and agrees to these terms and to the terms contained on the credit cards, sales drafts, credit adjustment memos and cash advance drafts, signed by or given to Holder or any Authorized User. By authorizing an employee or agent to use the card or Account we issue to

Holder, Holder agrees to be bound by the terms of this Agreement. If you are an officer or owner obtaining an Account for your organization, you agree to the terms of this Agreement in your personal capacity as well as your capacity as an officer or owner authorized to bind the organization to this Agreement. In addition, Holder agrees to be bound by the Account and card administration as described in the terms of the document titled BUSINESS CREDIT CARD ADMINISTRATOR AUTHORIZATION FORM. The provisions of these terms, as amended from time to time, govern Holder's obligations, notwithstanding any additional or different terms contained in sales drafts, credit adjustment memos, cash advance drafts or other forms signed by or given to Holder or any user of Holder's cards to evidence a credit card transaction. Holder authorizes an investigation of Holder's credit standing prior to the issuance of a credit card to Holder and at any time thereafter and authorizes disclosure of information to third parties relating to Holder's credit standing. If you believe we inaccurately reported credit history information about you or your Account to a Credit Bureau, write to write to Customer Service, PO Box 30495, Tampa, FL 33630, describing the nature of the information whose accuracy if being disputed. These terms apply to all credit cards issued to Holder, Authorized Users, or to any other user of Holder's cards. Holder confirms to have represented the Account is being obtained for business purposes and that all purchases on the Account and any other use of the Account will only be for a business purpose. Holder agrees the Account will never be used for any personal, household or family purposes.

2. As a participant in the consumer reporting system, we furnish information about our experience with you to consumer reporting agencies. These consumer reports allow us to make credit and other opportunities available to you. If you believe that we have furnished information to a consumer reporting agency that is inaccurate, please notify us at the following address and identify the specific information that is inaccurate: First International Bank & Trust, PO Box 30495 Tampa, FL 33630.

3. Annual Fee. As a condition of participation in the Issuer's credit plan and the issuance of a card, Holder agrees to payment in advance of an annual fee INTEREST CHARGE which will compensate us for maintaining and servicing the Account for the following year. This fee will be charged to the purchase balance of Holder's Account, if applicable. The Annual fee entitles the Holder to one plastic card per cardholder. Please see Account Disclosures for fees charged.

4. Uses of Card and/or Account Number. Credit for purchases from a merchant or a cash advance from a participating financial institution may be obtained by Holder or Authorized User by presenting one of Holder's cards to the merchant or participating financial institution and, if requested, by providing the proper identifying information and signing the appropriate drafts. Failure to sign a draft does not relieve the Holder of liability for purchases made or cash received. The use of this card for illegal transactions is prohibited. The card may also be used to obtain cash advances from compatible ATM terminals provided it is used with Holder's correct Personal Identification Number ("PIN") issued to Holder. Holder may make cash advance withdrawals totaling not more than \$510 each day from compatible ATM terminals. Terminals or terminal operators may have other limits on the amounts or frequency of cash withdrawals.

5. Credit Line. Holder will from time to time be informed of the amount of the approved credit line established for Holder, and Holder covenants not to make credit purchases or borrowings in excess of that amount. Holder is liable for all purchases and borrowings made with Holder's cards by Holder, Authorized User or by anyone else authorized to use Holder's cards. The credit line is subject to change at any time for any reason based on payment history, credit scores, and other bank criteria. No Over the Limit charges apply. Issuer shall have sole discretion in how payments are applied to Holder's Account. Issuer may accept checks marked "Payment in Full" or words of similar effect without losing any of Issuer's rights to collect the full balance of the Holder's Account.

6. Minimum Payment / Payments Received. Holder will be furnished a monthly Account statement for each billing period at the end of which there is an undisputed debit or credit balance of \$1.00 or more. Within 25 days after each statement closing date, Holder shall pay either (a) the full amount billed ("New Balance"), or (b) the greater of (i) a minimum Payment of 10%, of the New Balance, or (ii) \$25. Payments may be mailed to First International Bank & Trust, P.O. Box 30495, Tampa, FL, 33630. Payments may also be made, in person, at a First International Bank & Trust branch. Payments received after 5:00 p.m. EST on any processing day or at any time on any non processing day will be considered as payments made on the following processing day. Upon receipt of payment, Issuer shall apply amounts in excess of the minimum payment amount first to the Account balance category (as defined in section 7 below) bearing the highest rate of interest, and then to each successive balance category bearing the next highest rate of interest, until the payment is exhausted. Within each balance category payments must be made to the Issuer in U.S. dollars drawn on a U.S. financial institution. If a payment you make on your Account is returned for any reason, a returned payment fee of up to \$25 may be imposed. We may add a Late Payment Fee of up to \$35 to the purchase balance of the Account if your minimum payment is not received by the payment due date shown on the monthly Account statement.

7. Payment of Interest. Transactions occurring on Holder's Account will be tracked in two balance categories: purchase balance and cash advance balance. Holder shall pay interest charges as shown on Holder's monthly statements for each billing period in which there is a cash advance, or if the

First International Bank & Trust – Billing Rights & Cardholder Agreement

previous statement balance is not paid in full prior to the closing date of the billing statement. For cash advances obtained over the counter or at an Automatic Teller Machine equal to or greater than \$1, an interest charge equal to the greater of \$5 or 3% of the cash advance will be imposed. We figure the interest charges on your Account by applying the monthly periodic rate for purchases to the purchases "Balance Subject to Interest Rate" and applying the daily periodic rate for cash advances to the cash advance "Balance Subject to Interest Rate" and multiplying the result by the number of days in the statement cycle. For purchases, the "Balance Subject to Interest Rate" is the purchase "Average Daily Balance," of the Account (**excluding** new transactions) or **Method E**, as displayed on the monthly Account statement. To get the purchases "Average Daily Balance," we take the beginning purchase balance of the Account each day, subtract any payments or credits and any unpaid fees and interest charges. This gives us the purchases daily balance. Then, we add up all the purchases daily balances for the billing cycle and divide the total by the number of days in the billing cycle. This gives us the purchases "AVERAGE DAILY BALANCE" and is the purchases "Balance Subject to Interest Rate," as displayed on the Account statement. For cash advances, the "Balance Subject to Interest Rate" is the cash advance "Average Daily Balance," of the Account (**including** new transactions), or **Method A** as displayed on the monthly Account statement. The interest charges for cash advances begin on the transaction date of the advance. To get the cash advance "Average Daily Balance," we take the beginning cash advance balance of the Account each day, add any new cash advances plus new cash advance fees, and subtract any cash advance payments. This gives us the cash advance daily balance. Then, we add up all the cash advance daily balances for the billing cycle and divide the total by the number of days in the billing cycle. This gives us the cash advance "AVERAGE DAILY BALANCE" and is the cash advance "Balance Subject to Interest Rate" as displayed on the Account statement. Interest charges for credit purchases begin on the first day of the next billing cycle unless the Previous Balance shown on the statement is paid in full prior to the closing date of the statement. Credit purchases made during the statement period and the previous balance will be excluded from the calculation of the "average daily balance" if the previous balance shown on the front of the statement was paid in full prior to the closing date of the statement. Holder has a 24-30 day interest-free period for purchases provided Holder has paid the previous balance in full by the payment due date shown on the previous monthly statement. In order to avoid additional interest charges on new purchases, Holder must pay the current monthly statement new balance by the current statement payment due date. There is no interest-free period for transactions that post to the Account as cash advances. If you are charged interest, the charge will be no less than \$1.

8. Variable Interest Rate. The current monthly Periodic Rate and corresponding ANNUAL PERCENTAGE RATE (APR) for new Accounts are disclosed on the accompanying Interest Rate and Interest Charges Disclosure. These rates may vary monthly and shall be adjusted on the Change Date as described in section 9. For more information on interest rate calculation see section 9 below. For more information on current margin(s), please refer to the Interest Rate and Interest Charges Disclosure. The monthly Periodic Rate is 1/12th of the ANNUAL PERCENTAGE RATE. Beginning on the date an adjustment in the rate is effective and until the next Change Date, the monthly Periodic Rate then in effect will be applied as described in section 7 to the balance(s) in the Account to determine the interest charges. An adjustment in the monthly Periodic Rate and corresponding ANNUAL PERCENTAGE RATE will apply both to the outstanding balances in the Account and to new cash advances (including any balance transfers from other credit card accounts), credit purchases, and other charges. An increase or decrease in the Prime Rate (as described in section 9 below) will cause an increase or decrease in the monthly Periodic Rate and corresponding ANNUAL PERCENTAGE RATE and may increase the amount and number of minimum payments.

9. Calculation of Interest Rate. How We Will Calculate Your Variable APRs: We calculate variable APRs by adding a margin to the highest U.S. Prime Rate published in the Money Rates section of The Wall Street Journal two business days (not weekends or federal holidays) before the first calendar day of the month prior to the closing date shown on your billing statement ("Rate Date"). The APR may increase or decrease each month if the Prime Rate changes. Any new rate will be applied beginning the first day of your first billing cycle that is at least 30 days after the latest Rate Date ("Change Date"). If the APR increases, you will pay a higher interest charge and may pay a higher minimum payment. The Prime Rate is simply a reference index and is not the lowest interest rate available. If The Wall Street Journal stops publishing the Prime Rate, we will select a similar reference rate.

10. Other Fees. For a listing of fees charged in association with this card, please see the Interest Rate and Interest Charges Disclosure accompanying this Cardholder/Account Agreement. Additional charges, plus applicable taxes, may also be assessed if you pay with a check not honored by your financial institution, request a copy of a document, or use your card for a transaction at an automated teller machine, if such charges are not prohibited by law or regulation. Document service charges will not be imposed if Holder's document request is in connection with, or delivery of the documents is in response to, an alleged billing error under Regulation Z issued by the Bureau of Consumer Financial Protection. Any fees assessed will be itemized on the Holder's monthly Account statement.

11. Foreign Transactions. If a Holder's card is used to effect a transaction in a foreign currency, the transaction amount will be converted to U.S. dollars

by VISA International. VISA converts currency to U.S. dollars using either the government mandated exchange rate or the wholesale exchange rate, in effect one day before the date of the conversion, as applicable. The exchange rate is increased by 1% by VISA if the conversion is made in connection with a charge to an Account and decreased by 1% by VISA if the conversion is made in connection with a credit to an Account. The date of conversion by VISA may differ from the purchase date and the posting date identified in the monthly statement for the Account. Holder agrees to pay charges and accept credits for the converted transaction amounts in accordance with the terms of this paragraph.

12. Merchant Responsibilities in Disputed Transactions. Issuer is not responsible for refusal by any merchant, financial institution, or automated equipment to honor or accept a card. Except as provided in the Federal Truth-in-Lending laws (as indicated in the Summary of Billing Rights), Issuer has no responsibility for merchandise or services obtained by Holder with a card and any dispute concerning merchandise or services will be settled between Holder and the merchant concerned.

13. Holder Default. Holder covenants to observe and comply with these terms and not to permit an Event of Default to occur. An "Event of Default" is defined to include any of the following events: (i) Holder fails to timely pay at least the Minimum Payment when due on two occasions during any 12-month period; (ii) any individual Holder dies or is declared legally incapacitated; (iii) any entity Holder is liquidated, wound up, dissolved, terminated, suspends its business operations, or sells all or substantially all of its assets; (iv) Holder changes residency to another state and does not inform Issuer in advance of such change of residency; (v) Holder becomes insolvent or the subject to bankruptcy or insolvency proceedings; (vi) Holder fails to observe any covenant or duty contained in these terms; or (vii) any event occurs that Issuer determines in good faith materially impairs Holder's ability to pay amounts due on the Account. Upon the occurrence of an Event of Default, Issuer shall provide written notice of such default to Holder at its current address, or such other notice as required by applicable law. If Holder does not cure the Event of Default within 15 calendar days after notice is mailed or otherwise provided, Issuer shall have the option to declare the full amount of the Account to be immediately due and payable, including all principal, unpaid interest charges and fees. Issuer has this right, without notice and opportunity to cure, if the default is the Holder's third default within 12 months, and the Holder was notified of and cured the prior two defaults.

14. Account Termination. Holder's consent to these terms may be terminated at any time by surrendering all cards issued to Holder or at Holder's written request, but such termination shall not affect Holder's obligations as to any balances or charges outstanding at the time of termination. Termination by any Holder shall be binding on each person in whose name the card is issued. If Holder's spouse terminates this credit plan, the full amount of Holder's Account (including unpaid interest charges) may be declared immediately due and payable. Issuer may terminate Holder's privilege to use the cards if Holder moves out of the service area of Issuer, as defined by Issuer from time to time. Unless sooner terminated, the privilege to use the cards shall expire on the date shown on the cards. At any time, without liability to Holder and without affecting Holder's liability for credit previously extended, Holder's privilege to use the cards may be revoked or limited to the extent not prohibited by law. The cards are and shall remain the property of Issuer, and Holder agrees to surrender them to Issuer upon demand.

15. Amending Agreement. Issuer may amend these terms from time to time by sending Holder advance written notice not less than 45 days prior to the effective date for any change that is either adverse to Holder's outstanding balance or increases certain fees, or not less than 15 days prior to the effective date for other changes, or as may otherwise be required or permitted by law. To the extent that Issuer indicates in the notice and that the law permits, amendments will apply to Holder's existing Account balance as well as to future transactions. Notices are deemed given to any Holder when mailed by Issuer to the Holder's current address for mailing monthly statements or Holder's last known address. Invalidity of any provision of these terms shall not affect the validity of any other provisions unless otherwise provided by applicable law.

16. Governing Law. Holder understands and agrees this Agreement is made in North Dakota and shall be governed by North Dakota law to the extent North Dakota law is not inconsistent with controlling federal law.

17. Cellular Phone Contact. By providing a telephone number for a cellular or other wireless device, Holder is expressly consenting to receiving communications at that number, including but not limited to prerecorded or artificial voice message calls, text messages, and calls made by an automatic telephone dialing system, from Issuer and our affiliates and agents. This express consent applies to each such telephone number that you provide to us now or in the future and permits such calls for non-marketing purposes. Calls and messages may incur access fees from your cellular provider.

18. Monitoring Credit Extension. Issuer can re-investigate and reevaluate any information Holder provided on Holder's credit application at any time, and in the course of doing so, Issuer may ask Holder for additional information, request credit bureau reports and/or otherwise verify Holder's current credit standing.

19. VISA Rules and Regulations. Holder agrees that Account shall be subject to all applicable rules and regulations of VISA, as applicable, as well as all applicable laws. If there is any conflict between the provisions of this

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Agreement and the rules and regulations of VISA, the rules and regulations of VISA shall control.

20. Lost or Stolen Card or PIN. If it is believed that the card or PIN has been lost or stolen or used in an unauthorized manner, the Holder shall contact the Issuer at once. Notification can be made orally or in writing at: Customer Service
PO Box 30495
Tampa, FL 33630
(800)359-8092

21. Effective Date. The information about the cost of the card described in these terms was last revised June 1, 2024 and is accurate as of that date. The information is subject to change after that date and you should call us at 1-888-848-3428 or write us at First International Bank & Trust PO Box 30495 Tampa, FL 33630, for current information. MEMBER FDIC.

22. Resolution of Disputes by Arbitration. PLEASE READ THIS PROVISION OF THE AGREEMENT ("Arbitration Agreement") CAREFULLY. IT REQUIRES ALL CLAIMS BETWEEN YOU AND US TO BE RESOLVED BY BINDING ARBITRATION WHENEVER YOU OR WE CHOOSE TO SUBMIT A CLAIM TO ARBITRATION. BY ACCEPTING THIS ARBITRATION AGREEMENT, YOU WAIVE YOUR RIGHTS TO TRY ANY CLAIM IN COURT BEFORE A JUDGE OR JURY (EXCEPT FOR MATTERS THAT MAY BE TAKEN TO A SMALL CLAIMS COURT) AND TO BRING OR PARTICIPATE IN ANY CLASS OR OTHER REPRESENTATIVE ACTION IN A COURT PROCEEDING.

Agreement to Arbitrate. Either you or we may elect, without the consent of the other, to arbitrate any Claim (as defined below) through the binding arbitration process set forth in this Arbitration Agreement. For purposes of this Arbitration Agreement, "we," "our," and "us" means First International Bank & Trust and its employees, officers, directors, parents, agents, controlling persons, subsidiaries, affiliates, predecessors, acquired entities, successors, and assigns.

Claims Covered by Arbitration. "Claims" subject to this Arbitration Agreement include all of the following: (1) claims related to or arising out of this Cardholder/Account Agreement (the "Account Agreement") or any prior or later versions of the Account Agreement, as well as any changes to the terms of the Account Agreement; (2) claims related to or arising out of any aspect of any relationship between you and us that is governed by the Account Agreement; (3) claims related to or arising out of your Account, use of your card, or any services provided to you under the Account Agreement; and (4) claims related to the interpretation, scope, applicability, or enforceability of the Account Agreement or Arbitration Agreement. Claims are subject to arbitration whether they are based in contract, tort, federal or state statute, constitution, regulation, or any other legal theory, or whether they seek legal or equitable remedies (except as provided in the "Public Injunctive Relief Waiver" section below). All claims are subject to arbitration whether they arose in the past, may currently exist, or may arise in the future. Claims include claims or disputes that arose before the parties entered into the Agreement (such as claims related to advertising) or after termination of the Agreement or your Account is closed.

Claims Not Covered by Arbitration. Claims filed by you or by us in a small claims court are not subject to arbitration, so long as the dispute remains in such court and advances only an individual claim for relief. The "Class and Representative Action Waiver" and "Public Injunctive Relief Waiver" sections below set forth additional claims not subject to arbitration.

Commencing an Arbitration. Unless the parties agree to select a different arbitration administrator, the arbitration shall be administered by the American Arbitration Association ("AAA") under AAA's Arbitration Rules, except as modified by this Arbitration Agreement. AAA's rules may be obtained from www.adr.org or 1-800-778-7879 (toll-free). If AAA is for any reason unable to serve and the parties are unable to agree on an alternative arbitration administrator, then a court of competent jurisdiction shall appoint an arbitration administrator. Either you or we may start an arbitration by giving written notice to the other party. This notice may be given before or after a lawsuit has been filed concerning the Claim and it may be given by papers filed in the lawsuit such as a motion to compel arbitration. The party asking for arbitration must file a notice with the arbitration administrator pursuant to its rules.

Arbitration Procedure. Unless you and we agree otherwise in writing, the arbitration shall be decided by a single, neutral arbitrator, who shall be a retired judge or a lawyer with at least ten years of experience, selected in accordance with the chosen arbitration administrator's rules.

The arbitrator will decide the Claim or Claims in accordance with the terms of the Agreement and applicable substantive law, including the Federal Arbitration Act, 9 U.S.C. § 1 et seq. (the "FAA"), and applicable statutes of limitation. The arbitrator shall honor claims of privilege recognized at law. Except as provided in the "Public Injunctive Relief Waiver" section below, the arbitrator may award damages or other relief (including injunctive relief) available to the individual claimant under applicable law.

The arbitrator will not have the authority to award relief to, or against, any person or entity who is not a party to the arbitration. An award in

arbitration shall determine the rights and obligations between the named parties only, and only in respect to the Claim(s) in arbitration and shall not have any bearing on the rights and obligations of any other persons, or on the resolution of any other dispute. The arbitrator will take reasonable steps to protect customer account information and other proprietary or confidential information. Any arbitration hearing shall take place in the county in which you reside, unless the parties agree in writing to a different location or the arbitrator so orders.

If all Claims are for \$15,000 or less, you may choose whether the arbitration will be conducted solely on the basis of documents submitted to the arbitrator, through a telephonic hearing, or by an in-person hearing in accordance with the arbitration administrator's rules. At your or our request, the arbitrator will issue a reasoned written decision sufficient to explain the essential findings and conclusions on which the award is based. The arbitrator's award shall be final and binding except that any party may appeal any award relating to a Claim for more than \$100,000 or for injunctive relief to a three-arbitrator panel appointed by the arbitration administrator, which will reconsider de novo any aspect of the appealed award. The panel's decision will be final and binding. In either event, you or we may seek to have the award vacated or confirmed and entered as a judgment in any court having jurisdiction.

Arbitration Costs. If permitted by the rules of the selected arbitration administrator, you agree to pay any initial filing fee charged to you by the arbitration administrator for any arbitration you commence. We will pay the entire initial filing fee if: (1) you claim to be unable to afford it; and (2) you seek but cannot obtain a waiver of that fee from the arbitration administrator. To the extent allowed by applicable law and our agreements, the arbitrator may award arbitration costs and attorneys' fees to the prevailing party.

Jury Waiver and Limitation of Rights. You and we agree that, by entering into this Arbitration Agreement, the parties are each waiving the right to a trial by jury or a trial before a judge in court (except for matters that may be taken to a small claim court). You and we acknowledge that arbitration will limit our legal rights, including the right to participate in a class action, the right to a jury trial, the right to conduct full discovery, and the right to appeal.

Class Action and Representative Action Waiver. You and we agree that each may bring claims against the other only in an individual capacity, and not as a plaintiff or class member in any purported class or representative proceeding. Further, unless mutually agreed to by you and us, claims of two or more persons may not be joined, consolidated, or otherwise brought together in the same arbitration (unless those persons are joint Account holders or beneficiaries on your Account and/or related Accounts, or parties to a single transaction or related transaction). The arbitrator shall have no authority to conduct any class, private attorney general or other representative proceeding. This section does not apply to requests for public injunctive relief, which are addressed in the section below entitled "Public Injunctive Relief Waiver."

Public Injunctive Relief Waiver. Neither you nor we will have the right to seek public injunctive relief as a remedy for any Claim against one another (a "Public Injunctive Relief Request") in arbitration, if such a waiver is permitted by the FAA. If such a waiver is deemed unenforceable, you and we agree that the Public Injunctive Relief Request shall be severed from any other Claims and/or remedies you have. The Public Injunctive Relief Request must be adjudicated by a court after all your other Claims to be decided in arbitration under this Arbitration Agreement are resolved in arbitration. The validity, enforceability, and effect of this section shall be determined exclusively by a court, and not by any arbitration administrator or arbitrator.

Severability. Notwithstanding any section in the Agreement to the contrary, if any section of this Arbitration Agreement (except for the "Class Action and Representative Action Waiver" above) is deemed invalid or unenforceable for any reason, it shall not invalidate the remaining portions of this Arbitration Agreement. However, if the "Class Action and Representative Action Waiver" section is deemed invalid or unenforceable in whole or in part, then this entire Arbitration Agreement shall be deemed invalid and unenforceable.

Enforceability. If you challenge or dispute the enforceability of this Arbitration Agreement, the threshold issue of the validity of this Arbitration Agreement shall be decided by an arbitrator.

23. Third Party Offerings. From time to time, third parties may provide you with benefits not related to the extension of Account credit. We are not liable for these features, services and enhancements, as they are the sole responsibility of the third party provider. We and/or a third party may add, change or delete entirely these benefits without notice or liability to you, to the extent permitted by applicable law. You agree to hold us harmless from any claims, actions or damages resulting from your use of any of these features, services or enhancements, where permitted by applicable law.