

Mesa Homeowners Visa® Signature Preferred Credit Card
Issued by Celtic Bank

Annual Percentage Rate (APR) for Purchases	25.24%
Paying Interest	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 by the due date each month.
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	To learn more about factors to consider when applying for or using a credit card, visit the website of the Consumer Financial Protection Bureau at http://www.consumerfinance.gov/learnmore.

Set Up and Maintenance Fees	<p>NOTICE: Some of these set up and maintenance fees will be assessed before you begin using your card and will reduce the amount of credit you initially have available.</p> <p>You may reject this plan, provided that you have not yet used the account or paid a fee after receiving a billing statement. If you do reject this plan, you are not responsible for any fees or charges.</p>
<ul style="list-style-type: none"> • Monthly Fee • Annual Fee 	<p>None</p> <p>None</p>
Transaction Fees	
<ul style="list-style-type: none"> • Balance Transfer • Cash Advance • Foreign Transactions 	<p>N/A (Balance Transfers are not available)</p> <p>N/A (Cash Advances are not available)</p> <p>None</p>
Penalty Fees	
<ul style="list-style-type: none"> • Late Payment Fee • Returned Payment Fee 	<p>Up to \$8</p> <p>Up to \$25</p>

How We Calculate Your Balance: We use a method called “average daily balance (including new purchases)”. See the Making Payments section of the Cardholder Agreement for more details.

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

MESA HOMEOWNERS VISA® SIGNATURE PREFERRED CREDIT CARD CARDHOLDER

Dear Cardholder:

This Agreement, as defined below, is your contract for your Account and: Covers the terms that govern the use of your Account; Outlines both your responsibilities and ours; Includes the Pricing Information and other disclosures required by the Federal Truth in Lending Act Includes certain disclosures required by the Federal Military Lending Act; Includes an Arbitration of Disputes Provision that will substantially affect your rights unless you reject it; and Contains important information about your Account. We encourage you to read the Agreement and keep it for your records. Please feel free to call us with any questions you may have. We look forward to serving you.

AGREEMENT

CARDHOLDER AGREEMENT

This Agreement contains the terms that govern the use of your Mesa Member Rewards Visa Account and outlines both your responsibilities and ours. Please read it in its entirety and keep it for your reference. In addition, any written application, acceptance certificate or other request you signed or otherwise submitted for this Account (the "Application"), your Card and the Card Carrier that we send with your Card, and your signature (including any electronic or digital signature) on any Application, sales slip or other evidence of indebtedness on your Account, are hereby incorporated into and made a part of this Agreement. This Agreement begins on the earlier of (i) the date you sign or otherwise submit an Application that is approved by us, or (ii) the first date that we extend credit to you on your Account, as evidenced by a signed sales slip or memorandum, or otherwise.

Definitions. To simplify this Agreement for you, the definitions listed below will apply throughout, both in this Agreement and in your monthly Statements. In addition, the words *you*, *your*, and *yours* refer to the Cardholder(s) who holds the Card and is responsible for the Account, each of whom is individually and jointly obligated under this Agreement. The words *we*, *us*, and *our* refer to Celtic Bank.

Account: The consumer credit card account for which you were issued a Card imprinted with your Account number and that is subject to all of the terms and conditions of this Agreement.

ATM: Automated Teller Machine.

Billing Cycle: The time interval covered by a monthly Statement. Each Billing Cycle is approximately 30 days in length; however, the specific period of time is described on each monthly Statement. Your Account will have a Billing Cycle even if a Statement is not required.

Card: Any Mesa Member Rewards Visa issued by us that you may use to make Purchases, or lease goods or services on credit. Use of your Account number to obtain credit will be considered a use of the Card.

Card Carrier: The carrier that contains your Card.

Cardholder: The person to whom a Card is issued, or who has agreed to pay obligations arising from a Card issued to another person.

Cash Advance: We do not permit Cash Advances on the Mesa Homeowners Visa Card. We define a "Cash

Advance” as any cash like transaction. Transactions that we view as “cash like transactions” include without limitation using your Card to purchase wire transfer money orders, foreign currency, cryptocurrency, digital or virtual currency, traveler checks, casino gaming chips, bets, lottery tickets, race track wagers, and similar offline and online betting transactions, person to person money transfers and account funding transactions that transfer currency, vouchers you can redeem for cash, and other similar products and services.

Closing Date: The date of the last day of a Billing Cycle.

Credit Limit: The maximum amount of credit available to you on your Account. Your Credit Limit will be disclosed on your Card Carrier and your monthly Statements.

Default: There are 7 conditions under which the Company will declare your account in default. 1) you fail to make the required Monthly Minimum Payment on or before the Payment Due Date, including if your payment is returned or cannot be processed and you do not correct that failure within 31 days, (2) you try to exceed or do exceed your Credit Limit without permission and do not bring your Account back under your Credit Limit within 31 days, (3) you become subject to bankruptcy or insolvency proceedings, (4) you become subject to attachment or garnishment proceedings, (5) you give us any false information or signature, (6) you die, (7) you fail to comply with any portion of this Agreement, or (8) we determine that you made a false, incomplete, or misleading statement to us, or you otherwise tried to defraud us.

Purchase: Any extension of credit to your Account for the purpose of purchasing or leasing goods or services primarily for personal, family, or household purposes from participating merchants.

Statement: A monthly document we provide to you showing Account information including, among other things, Purchase transactions, credits and debits, payments, fees, and interest charges made to your Account during a Billing Cycle.

Purchases. You may use your Card to purchase or lease goods or services from participating merchants. You promise to pay us and are liable for all amounts resulting from the authorized use of your Card or Account, plus any applicable interest charges and other applicable charges or fees, payable in U.S. dollars. This includes amounts where you did not sign a purchase slip or other documents for the transaction. If you use your Account number without presenting your actual Card, such as for mail, telephone, or internet purchases, this will be treated the same way as if you presented your Card. Your promise to pay us will apply to your estate if you die.

We do not permit Cash Advances on the Account/Card. We may limit and restrict the use of the Account/Card at our discretion. Such limitations and restrictions include, but are not limited to, cryptocurrency, and gambling transactions, which include, but are not limited to, internet- related lottery tickets, casino gambling chips, off-track betting and wagers at racetracks. You remain responsible for use of your Account/Card in any such transactions.

The Card may only be used for valid and lawful purposes. If you use, or you authorize someone else to use, the Card or Account for an unlawful or impermissible purpose, you will be responsible for such use and may be required to reimburse us or Visa for any amounts or expenses we or they incur as a result of such use.

If a transaction is in a foreign currency, Visa International, Incorporated (“Visa”) will convert the transaction into U.S. dollars using their own currency conversion procedures, and then will send us the transaction amount. The exchange rate will be determined using either the range of rates available in the wholesale currency markets for the processing date (which may be different from the rate the card association receives) or a government-mandated rate in effect on that date. The exchange rate used by Visa may differ from the rate on the date of your transaction. In the case of returned or exchanged merchandise that was purchased in a foreign currency, the exchange rate is determined on the date of the return.

The Card is and remains our property, and you will surrender it to us at any time upon request. We are not responsible for anyone who refuses to accept your Card.

Your Credit Limit. You may not use your Account in any way that would cause you to go over your Credit Limit. We may refuse to authorize or accept any transaction on your Account that would cause you to exceed your Credit Limit, even if you have authorized us to charge you an Overlimit Fee for doing so. We may temporarily agree to allow you to exceed your Credit Limit; however, in that case you must repay the excess amount according to the terms of this Agreement. Any transactions honored in excess of your Credit Limit will not result in an increase of your Credit Limit. We may at any time and without prior notice to you increase or decrease your Credit Limit.

Daily Spend Limit

Your account may be subject to a daily spending limit of \$10,000. This limit applies to all purchases made within a single calendar day. We reserve the right to remove, adjust, or further limit this daily spending limit on your account at any time, for any reason, and without prior notice to you. This includes, but is not limited to, changes based on your payment history, account activity, or other risk related factors. Any such changes will not affect your obligation to repay all amounts owed to us.

AUTHORIZED USERS

Adding or Removing Authorized Users

You may add Authorized Users by contacting us at 1 (866) 301-6372 or through our online account management system. Authorized Users must be individuals of legal age or as permitted by applicable laws. The information required to add an authorized user includes their full legal name, address, social security number/ITIN, and date of birth.

To stop an Authorized User from using your account, you must recover that person's Credit Card and destroy it. You must then notify us immediately by emailing support@mesamember.com or calling 1 (866) 301-6372. If you do not recover and destroy their Credit Card, and the Authorized User continues to use the Account, we have the right to cancel all Credit Cards and establish a new Account for you. However, until you contact us requesting to remove the Authorized User, you continue to be liable for any charges the Authorized User makes.

Managing Card Responsibilities with Authorized Users

You are not required to have an Authorized User on this Account. By adding one, this person is not liable for any Outstanding Balance or any other charges that you or any other Authorized User makes. "Outstanding Balance" means the total of all unpaid amounts, including purchases, interest, fees, and any other amounts that you may owe us. You agree to inform each Authorized User that all applicable sections of this Agreement also apply to them.

Authorized User Privileges and Limitations

Authorized users may make purchases or cash advances using the Credit Card associated with the account, subject to the account's credit limit. Authorized users will not receive account statements or have access to manage the account. They are not permitted to request credit limit increases, add other users, or make changes to the account.

Primary Account Holder Responsibilities

The primary account holder is fully responsible for all transactions made by the Authorized User(s), including any fees, charges, or balances incurred. The primary account holder agrees to monitor the Authorized User's transactions and notify us of any unauthorized activity.

Credit Reporting for Authorized Users

We may report Authorized User activity to credit bureaus. If you do not wish for Authorized User activity to be reported, please inform us during the account setup process.

Fraud and Misuse

You agree to ensure that the Authorized User(s) use the account responsibly and in compliance with the terms of this agreement. Misuse of the account may result in suspension or closure of the account.

MAKING PAYMENTS

Monthly Statements. We will send a Statement at the end of each monthly Billing Cycle if there is a debit or credit balance on your account of \$1 or more, a balance on which an interest charge has been imposed, or as otherwise required by applicable law. You agree to pay us, or any party to whom we may transfer and assign your Account or the amounts owing under your Account, in U.S. dollars according to all terms and conditions of this Agreement. Payments made by a check, money order or other negotiable instrument must be in a form acceptable to us and drawn on a U.S. financial institution.

Monthly Minimum Payment. The Monthly Minimum Payment is 3% of your New Balance plus any penalty fees, as set forth in the Rates and Fees Table, incurred and interest accrued in the billing cycle or \$40, whichever is greater, rounded to the nearest dollar. If you elect not to pay your New Balance in full, you must pay at least the Monthly Minimum Payment by the Payment Due Date shown on your Statement, which is at least 25 days after the Closing Date of the Billing Cycle. Your Monthly Minimum Payment also will include any past due amounts. If your New Balance is less than or equal to your Monthly Minimum Payment, then your Monthly Minimum Payment will be equal to your New Balance.

Payments should be mailed with the payment coupon and in the envelope provided and following the other instructions on the Statement to 3018 Sunridge Drive, BLDG 9 Austin, TX 78741. Any payment received in that form and at that address on or before 5:00 P.M., Eastern Time, on a normal banking day will be credited to your Account that day. If your payment is received in that form and at that address after 5:00 P.M., Eastern Time, on a normal banking day, or any time on a non-banking day, we will credit it to your Account the next banking day. However, if your Payment Due Date occurs on a non-banking day, any payment received the next day which conforms to the above requirements will not be treated as late. Please allow at least seven (7) business days for postal delivery. Payments received by us at any other location or in any other form may not be credited as of the day we receive them.

If we accept a payment at a place other than the address in the immediately preceding paragraph, we may delay the crediting of the payment for up to five (5) days. This may cause you to incur Late Fees and additional interest charges, and may result in your Account being declared in default.

We do not accept cash payments through the mail. You may not make payments with funds from your Account or any other credit account issued by us.

When you provide a check as payment, you authorize us either to use information from your check to make a one-time electronic fund transfer from your account or to process the payment as a check transaction. When we use information from your check to make an electronic fund transfer, funds may be withdrawn from your account as soon as the same day we receive your payment and you will not receive your check back from your financial institution.

At any time, you may pay part or all of the full amount you owe without incurring any additional charge for prepayment. The amount of any payment that exceeds your total New Balance will be applied as a credit to your Account, and any remaining credit balance will be refunded as required by law.

Credit availability may be delayed at our sole discretion to ensure payment in good funds. Your available credit on your Credit Limit may not reflect your payments for up to 14 days.

Services are available that allow you to make faster or recurring payments, such as ACH, online or by telephone. We will describe the terms for using these services and any applicable Fee before you use them. You do not have to use these other payment services. We are not responsible if your financial institution rejects a payment made using our payment services.

We may accept and process payments without losing any of our rights. 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.

When you send us an Item as payment, you authorize us to make a one-time electronic fund transfer from your deposit account. You also authorize us to process the payment as an Item. We may withdraw the funds from your deposit account as early as the same day we receive your payment. You will not receive your Item back from your bank. We will provide additional information about this process on your Statement.

We may use the information from an item to create an electronic image. We may collect and return the image electronically. This electronic image may also be converted to a substitute check and may be processed in the same way we would process an Item. We will not be responsible if an Item you provide has physical features that when imaged result in it not being processed as you intended.

Application of Payments. For each Billing Cycle, payments up to the amount of your Monthly Minimum Payment will be allocated in any way we determine, including to balances with lower Annual Percentage Rates before balances with higher Annual Percentage Rates. We will generally apply payments up to the amount of your Monthly Minimum Payment in a manner most favorable or convenient for us.

For each Billing Cycle, to the extent your payments exceed your Monthly Minimum Payment, we will apply these excess amounts in the order required by applicable law.

HOW INTEREST CHARGES ARE DETERMINED

Your interest charge for any Billing Cycle will include the following components, the total of which constitutes your total interest charge for the Billing Cycle:

1. Periodic interest charge computed by applying the applicable Monthly Periodic Rate or Rates, determined as provided below under **Computing the Purchase Balance Monthly Periodic Rates and Corresponding Annual Percentage Rates (APR)** to your Average Daily Balance of Purchases (including new Purchases). However, if the total of the amounts so computed is an amount less than \$1, then a Minimum Interest Charge Fee of \$1 will be imposed instead of such smaller amounts.

When Interest Charges Begin to Accrue. Interest charges on Purchases will be imposed at the applicable Monthly Periodic Rate from the date each Purchase is made and will continue to accrue on unpaid balances as long as they remain unpaid. However, we do not assess interest charges in the following circumstances:

1. If you paid the New Balance at the beginning of your previous Billing Cycle by the Payment Due Date during the previous Billing Cycle, or if that New Balance was \$0 or a credit balance, then:
 - a. if you pay the New Balance on your current Statement in full by the Payment Due Date in your current Billing Cycle, we will not assess interest charges on Purchases during your current Billing Cycle; and
 - b. if you make a payment that is less than the New Balance by the Payment Due Date in your current Billing Cycle, we will credit that payment as of the first day in your current Billing Cycle.
2. If you had a New Balance at the beginning of your previous Billing Cycle and you did not pay that New Balance by the Payment Due Date during that previous Billing Cycle, then we will not assess interest charges on any Purchases during the current Billing Cycle if you pay the New Balance at the beginning of your current Billing Cycle by the Payment Due Date in your current Billing Cycle..

Calculating the Purchase Balance Subject to Interest Charges

Average Daily Balance of Purchases (including new Purchases): To get the Average Daily Balance of Purchases, we take the beginning Purchase balance of your Account each day, including unpaid fees,

interest charges on Purchases and Foreign Currency Conversion Fees on Purchases, add any new Purchases and new fees as of the date of transaction, and subtract the applicable portion of any payments and credits as of the transaction date. On the first day of a Billing Cycle, we also add any unpaid Late Fees and Overlimit Fees. This gives us the daily balance for Purchases. Then we add all these daily balances for the Billing Cycle together and divide the total by the number of days in the Billing Cycle. This gives us the Average Daily Balance of Purchases.

Computing the Purchase Balance Monthly Periodic Rates and Corresponding Annual Percentage Rates (APR)

Monthly Periodic Rates: The Monthly Periodic Rate is calculated by dividing the APR by 12. The Purchase APR is 25.24%.

OTHER FEES

In addition to interest charges, a variety of fees may be applied to your Account, as set forth below.

Late Payment Fee. If we do not receive your Monthly Minimum Payment by the Closing Date of the Billing Cycle in which the Payment Due Date occurs and the amount past due on your Account is more than \$9.99, we will charge a Late Payment Fee to your Account. The Late Payment Fee is \$8. The Late Payment Fee will never exceed the amount of your most recently required Monthly Minimum Payment.

Minimum Interest Charge Fee. If the periodic interest charge amounts computed in the **How Interest Charges Are Determined** section are an amount less than \$1, then a Minimum Interest Charge Fee of \$1 will be charged instead of such smaller amounts and will be treated as a fee on your billing statement and added to your Purchases at our discretion.

Returned Payment Fee. If any payment on your Account is returned to us unpaid for any reason, we will charge a Returned Payment Fee to your Account. The Returned Payment Fee is \$25 if you were not charged a Returned Payment Fee during any of the prior six Billing Cycles. The Returned Payment Fee will never exceed the amount of your most recently required Monthly Minimum Payment.

MILITARY LENDING ACT

The Military Lending Act provides protections for Covered Borrowers. The provisions of this section apply to Covered Borrowers. If you would like more information about whether you are a Covered Borrower, you may contact us at support@mesamember.com.

Statement of MAPR. 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%. This rate must include, as applicable to the credit transaction or account: (1) the costs associated with credit insurance premiums; (2) fees for ancillary products sold in connection with the credit transaction; (3) any application fee charged (other than certain application fees for specified credit transactions or accounts); and (4) any participation fee charged (other than certain participation fees for a credit card account).

Oral Disclosures. In order to hear important disclosures and payment information about this Agreement, you may call support at 1 (831) 432-3119. **Applicability of Arbitration of Disputes Provision.** The Arbitration of Disputes Provision set forth in this Agreement does not apply to Covered Borrowers.

LOST CARDS AND UNAUTHORIZED USE

You will take reasonable steps to prevent the unauthorized use of your Card and Account. If your Card is lost or stolen or if someone else might be using it without your permission, you must tell us at once. You may tell us by calling us at 1 (831) 432-3119, emailing the support address on the back of your Card or on your Statement or by writing us at the address on your Statement. You will not be responsible for the charges made to your Account that are found by us to be unauthorized. If we reimburse your Account for unauthorized charges made using your Card or Account, you will help us investigate, pursue, and get

reimbursement from the wrongdoer. Your help includes giving us documents that we ask for and are acceptable to us.

COMMUNICATIONS

Telephone Monitoring and Recording; Communications. You consent and agree that, except as restricted by applicable law, we may monitor and/or record telephone calls regarding your Account, suppress caller identification services, use prerecorded messages, and use an automated telephone dialing and announcing system. You expressly consent that we and our agents, any servicer, or any subsequent owner of your Account may (i) contact you at any cellular telephone number that you provided as part of your application, at any number that you later provide (including, without limitation, after your Account is in a default status), or at any other number that is identified as related to you, including by text message, and (ii) use automated telephone dialing systems to initiate such contacts and/or leave recorded messages. *If you provide any cellular telephone number(s) for which you are not the subscriber, you understand that you shall indemnify us, our agents, or any servicer for any costs and expenses, including reasonable attorneys' fees, incurred as a result of us attempting to contact you at the number(s).*

If you provide us at any time with an email contact for your Account, you agree we may use that email address to contact you about your Account and may send you information about products and services related to your Account.

We or our representatives may contact you from time to time regarding the Account, or to ask for additional information about you or your experience with us. You agree that such contacts are not unsolicited and may include contacts at your home or place of employment, during weekdays, weekends or holidays, on your mobile telephone, voicemail or answering machine, or by email, fax, recorded message, text message or personal visit.

How to Revoke Consent for Future Communications: If you want to revoke your consent to future communications as described in the previous paragraph, you must send us a written notice that includes: (i) your name, mailing address, and Account number(s); (ii) the specific telephone number(s), email address(es) and/or mailing address(es) at which you no longer wish us to contact you, and (iii) the types of communications (telephone, text, email, and/or mail) for which you are revoking consent. You must send this written notice to either support@mesamember.com or 3018 Sunridge Drive, BLDG 9 Austin, TX 78741. You understand and agree that it may take up to three business days after receipt of your written notice to process your request, and that you consent to continued communications during this period of time.

OUR RIGHTS AND HOW THEY AFFECT YOU

Merchant Refunds. If a merchant agrees to give you a refund for goods or services purchased with your Card or Account, you will accept a credit on your Account instead of a cash refund. We do not control when a merchant sends us your refund and we will have a reasonable amount of time after we receive your refund to process it.

No Waiver of Rights; Disputed Amounts. We can accept late or partial payments without losing any of our rights under this Agreement. You agree not to send us partial payments marked "paid in full," "without recourse," or similar language. If you send such a payment, we may accept it without losing any of our rights under this Agreement. All written communications concerning disputed amounts, including any check or other payment instrument that indicated that the payment constitutes "payment in full" of the amount owed or that is tendered with other conditions or limitations or as full satisfaction of a disputed amount, must be mailed or delivered to 3018 Sunridge Drive, BLDG 9 Austin, TX 78741.

Credit Reports and Information. You authorize us to make or have made any credit, employment, or other investigative inquiries we deem appropriate to extend you credit or collect amounts owed to us on your Account. We (including any assignee of the Account or amounts owing under the Account) may also obtain information about you from credit reporting agencies or others at any time and use it for the purposes of monitoring your credit performance, managing your Account and considering you for new offers and

programs.

Notice of Inaccurate Information. If you believe that we have information about you that is inaccurate or that we have reported or may report to a credit reporting agency information about you that is inaccurate, please notify us of the specific information that you believe is inaccurate by writing to us at 3018 Sunridge Drive, BLDG 9 Austin, TX 78741.

Default and Collection. Unless prohibited by applicable law, your Account is considered to be in default if (1) you fail to make the required Monthly Minimum Payment on or before the Payment Due Date, including if your payment is returned or cannot be processed and you do not correct that failure within 31 days, (2) you try to exceed or do exceed your Credit Limit without permission and do not bring your Account back under your Credit Limit within 31 days, (3) you become subject to bankruptcy or insolvency proceedings, (4) you become subject to attachment or garnishment proceedings, (5) you give us any false information or signature, (6) you die, (7) you fail to comply with any portion of this Agreement, or (8) we determine that you made a false, incomplete, or misleading statement to us, or you otherwise tried to defraud us. Our accepting a late or partial payment does not waive default. Default on this Account will constitute default on all accounts you hold with us. Subject to any notice of default and right to cure or other restrictions of applicable law, if you are in default, we may declare the entire balance due immediately. You agree to pay our reasonable costs and attorneys' fees and expenses related to the collection of your Account, and retrieving your Card, to the extent permitted by applicable laws.

If you are in default, we may take certain actions with respect to your Account. For example, depending on the default, we may take the following actions, without notifying you, unless the law says that we must give you notice:

- Charge you Fees, or change the APRs and Fees on your Account, if provided in your Truth-in-Lending Disclosures;
- Close or suspend your account.
- Lower your revolving credit line;
- Demand that you immediately pay the total balance owing on your Account;
- Continue to charge you Interest Charges and Fees as long as your balance remains outstanding; and/or
- File a lawsuit against you, or pursue another action that is not prohibited by law. If we file a lawsuit, you agree to pay our court costs, expenses and attorney fees, unless the law does not allow us to collect these amounts.

Change of Terms. Subject to the limitations of applicable law, we may, at any time, change or remove any of the terms and conditions of, or add new terms or conditions to, this Agreement. If required by applicable law, we will mail written notice of such a change to you in the manner required by such law. As of the effective date, the changed or new terms will apply to new Purchases and also to the outstanding balance of your Account, subject to the limitations of applicable law. If you have the right to reject a change, we will notify you and tell you how to reject. Changes to some terms may require 45 days' advance notice, and we will tell you in the notice if you have the right to reject a change. We cannot change certain terms during the first year of your Account. We cannot increase the interest rate on existing balances except in limited circumstances.

Delay in Enforcement. We can delay enforcing our rights under this Agreement without losing them.

OTHER PROVISIONS

Ownership and Use of Your Card. As the Cardholder, you are liable for all credit obtained under your Account. If you authorize another person to use your Card, you are liable for any credit obtained on your Account for as long as that person holds the Card. In addition, you will remain liable until you recover possession of the Card. Misuse of your Card by an authorized person will not be considered unauthorized

use. See “Lost Cards and Unauthorized Use” above. Upon demand, you must immediately return any Card we supply to you or destroy the Card by cutting it in half.

Transactions. You will retain for Statement verification your copy of each Purchase slip, or other transaction to your Account.

Transfer of Your Account. You may not transfer your Account to any other person. We may assign your Account or amounts owing under your Account to any other person at any time and the assignee will take our place under the Agreement with respect to all agreements and interests transferred. You must pay the assignee and otherwise perform your obligations under the assigned agreements and interests.

Closing or Suspending Your Account. We may close or suspend your Account or your ability to obtain credit on your Account, or both, at any time, for any reason permitted by law and with or without advance notice.

You may close your Account at any time by contacting us. The closure of Account will not become effective until you have returned to us all of the Cards we have given you. If you have a joint Account and want to remove one of the names from the Account, we must receive a written request signed by both of the Cardholders on the Account and all Cards must be returned upon request. No party is released from the obligation for the balance owing on a joint Account, unless we agree to the arrangements in writing. You may have to reapply for a new Card for an individual Account when you request a change from a joint Account to an individual Account.

If your Account is closed or suspended for any reason, you must stop using your Card. You must also cancel all billing arrangements to the Account. We will not do this for you. If we close or permanently suspend your Account, you must also return all Cards to us. You must still pay us all amounts you owe on the Account, even if they are charged after your Account is closed or suspended.

Additional Benefits and Services. From time to time, we may offer you benefits and services with your Account. These benefits and services may be provided by us or third parties. Unless expressly made a part of this Agreement, and except as provided in the Arbitration of Disputes section below, any such benefits and services are not a part of this Agreement, and are subject only to the terms and conditions outlined in the benefits or services brochure and other official documents provided to you with respect to the benefits and services. We may adjust, add, or delete benefits or services at any time in accordance with the brochures or documents you receive. Except as required by applicable law, we are not liable for benefits or services provided by third parties or the actions or omissions of those third parties.

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. Reward program(s) or bonus option(s) that are offered to you are not offered by the Bank and are offered by Mesa. Refer to the Mesa Rewards Terms and Conditions at <https://mesamember.com/legal/rewards-terms> for additional details.

Foreign Currency Conversion. Payment must be made in U.S. Dollars for charges you incur in any other currency. If you effect a transaction with your Card in a currency other than U.S. Dollars, Visa will convert the charge into a U.S. Dollar amount. Visa will act in accordance with its operating regulations or conversion procedures in effect at the time that the transaction is processed. Currently, the currency conversion rate used by Visa to determine the transaction amount in U.S. Dollars for such transactions is generally either a government mandated rate or a wholesale rate determined by Visa for the processing cycle in which the transaction is processed. The currency conversion rate used by Visa on the processing date may differ from the rate that would have been used on the Purchase date or monthly Statement posting date.

Honoring Your Card. We are not responsible if anyone refuses to accept your Card or Account for any reason. Although you may have credit available, we may decline any transaction for any reason. We are not liable for any refusal to honor your Card or Account.

From time to time, due to circumstances beyond our control (such as system failures, natural disasters, or other unpredictable events), our services may not be available. When this happens, you may be unable to use your Card or obtain information about your Account. We will not be responsible or liable if this happens.

Change of Address, Employment and Telephone. We will send all written notices and Statements to your address as it appears on our records. To avoid delays and missed payments that could affect your credit standing, you agree to promptly advise us if you change your mailing address, place of employment, or telephone number.

Severability. In the event that any provision of this Agreement is determined to be invalid or unenforceable for any reason, the remaining provisions will remain in effect.

Entire Agreement; Interpretation. This Agreement (including other documents incorporated herein by reference) constitutes the final expression of the credit agreement between you and us relating to your Account. The headings used in this Agreement are for the convenience of reference only and are not intended to define or describe the scope or intent of any portion of the Agreement.

Governing Law. Except as expressly set forth in the Arbitration of Disputes section, this Agreement and the interpretation and enforcement thereof (including but not limited to the exportation of interest rates) will be governed by Federal law that applies to us, and to the extent not preempted by Federal law, the laws of the State of Utah, without regard to its conflicts of law provisions and principles. If there is any conflict between any of the terms and conditions of this Agreement and applicable Federal or State law, this Agreement will be considered changed to the extent necessary to comply with the applicable law.

Arbitration of Disputes Provision. THIS ARBITRATION PROVISION APPLIES UNLESS (1) YOU HAVE EXERCISED OR EXERCISE YOUR RIGHT TO REJECT ARBITRATION OR (2) AS OF THE DATE OF THIS AGREEMENT, YOU ARE A MEMBER OF THE ARMED FORCES OR A DEPENDENT OF SUCH MEMBER COVERED BY THE FEDERAL MILITARY LENDING ACT. IF YOU WOULD LIKE MORE INFORMATION ABOUT WHETHER YOU ARE COVERED BY THE MILITARY LENDING ACT, IN WHICH CASE THIS ARBITRATION PROVISION DOES NOT APPLY TO YOU, PLEASE CONTACT US AT support@mesamember.com. READ THIS ARBITRATION PROVISION CAREFULLY AS IT WILL HAVE A SUBSTANTIAL IMPACT ON HOW LEGAL CLAIMS YOU AND WE HAVE AGAINST EACH OTHER ARE RESOLVED. YOU HAVE THE RIGHT TO OPT-OUT OF (NOT BE BOUND BY) THIS ARBITRATION PROVISION AS DESCRIBED BELOW. IF YOU DO NOT DO SO: YOU ARE WAIVING YOUR RIGHT TO HAVE A JURY OR A COURT, OTHER THAN A SMALL CLAIMS COURT OR SIMILAR COURT OF LIMITED JURISDICTION, RESOLVE ANY CLAIM THAT IS SUBJECT TO ARBITRATION; and YOU ARE WAIVING YOUR RIGHT TO SERVE AS A REPRESENTATIVE, AS A PRIVATE ATTORNEY GENERAL, OR IN ANY OTHER REPRESENTATIVE CAPACITY, AND/OR TO PARTICIPATE AS A MEMBER OF A CLASS OF CLAIMANTS, IN COURT OR IN ARBITRATION WITH RESPECT TO ANY CLAIM THAT IS SUBJECT TO ARBITRATION.

THEREFORE, YOU ACKNOWLEDGE AND AGREE AS FOLLOWS:

Interstate Commerce

This Arbitration of Disputes Provision is made pursuant to a transaction involving interstate commerce and shall be governed by the Federal Arbitration Act (“FAA”), 9 U.S.C. § 1 et seq., and not by any state arbitration law.

Scope

For purposes of this Arbitration Provision, the word “Claim” has the broadest possible meaning and includes, without limitation (a) all federal or state law claims, disputes or controversies, whether preexisting, present or future, arising from or relating directly or indirectly to this Agreement, the relationship between you and us, the information you gave us before entering into this Agreement, including your application, and/or any past agreement or agreements between you and us, any loan or credit product or related product or services obtained from us and any advice, recommendations, solicitations, communications, disclosures, promotions or advertisements concerning the same; (b) all initial claims, counterclaims, cross-claims and third-party claims and claims which arose before the effective date of this Arbitration Provision; (c) all common law claims based upon contract, tort, fraud, or other intentional torts; (d) all claims based upon a violation of any local, state or federal constitution, statute, ordinance or regulation, including without limitation all claims alleging unfair, deceptive or unconscionable trade

practices; (e) all claims asserted by us against you, including claims for money damages to collect any sum we claim you owe us; (f) all claims asserted by you individually against us and/or any of our employees, directors, officers, shareholders, governors, managers, members, parent company or affiliated entities, or assignees (including but not limited to Mesa Technologies Inc.) or against the servicer of your Card (hereinafter collectively referred to as "**related third parties**"), including claims for money damages, restitution and/or equitable or injunctive relief; (g) claims asserted by you against other persons and entities if you assert a Claim against such other persons and entities in connection with a Claim you assert against us or related third parties; and (h) all data breach or privacy claims arising from or relating directly or indirectly to the disclosure by us or related third parties of any non-public personal information about you. Notwithstanding the foregoing, the word "Claim" does not include any dispute or controversy about the validity, enforceability, coverage or scope of this Arbitration Provision or any part thereof (including, without limitation, the provision titled "Class Action Waiver" set forth below, subparts A and B of the provision titled "Binding Effect; Survival; Severability" set forth below and/or this sentence); all such disputes or controversies are for a court and not an arbitrator to decide. However, any dispute or controversy that concerns the validity or enforceability of the Agreement as a whole is for the arbitrator, not a court, to decide. In addition, this Arbitration Provision will not apply to (1) any individual action brought by you in small claims court or your state's equivalent court, unless such action is transferred, removed, or appealed to a different court; or (2) any disputes that are the subject of a class action filed in court that is pending as of the effective date of this Arbitration Provision in which you are alleged to be a member of the putative class for as long as such class action is pending.

Class Action Waiver

Notwithstanding any other provision of this Arbitration Provision, if either you or we elect to arbitrate a Claim, neither you nor we will have the right: (a) to participate in a class action, private attorney general action or other representative action in court or in arbitration, either as a class representative or class member, or (b) to join or consolidate Claims with Claims of any other persons. (Provided, however, that the Class Action Waiver does not apply to any lawsuit or administrative proceeding filed against us by a state or federal government agency even when such agency is seeking relief on behalf of a class of borrowers including you. This means that we will not have the right to compel arbitration of any claims brought by such an agency). An award in arbitration shall determine the rights and obligations of the named parties only, and only with respect to the Claim(s) in arbitration, and shall not (i) determine the rights, obligations, or interests of anyone other than a named party, or resolve any Claim of anyone other than a named party; nor (ii) make an award for the benefit of, or against, anyone other than a named party. No arbitration administrator or arbitrator shall have the power or authority to waive, modify, or fail to enforce this section, and any attempt to do so, whether by rule, policy, arbitration decision or otherwise, shall be invalid and unenforceable. Any challenge to the validity of this Class Action Waiver shall be determined exclusively by a court and not by the administrator or any arbitrator.

Electing Arbitration

A party may elect arbitration of a Claim by sending the other party written notice by certified mail return receipt requested of their intent to arbitrate and setting forth the subject of the dispute along with the relief requested. Your notice must be sent to **Celtic Bank**, 268 South State Street, Suite 300. Salt Lake City, Utah 84111, and our notice must be sent to the most recent address for you in our files. If a lawsuit concerning the Claim has been filed, such notice can be provided by papers filed in the lawsuit, such as a motion to compel arbitration.

Administrator

Regardless of who demands arbitration, you shall have the right to select either of the following arbitration organizations to administer the arbitration: the American Arbitration Association, 120 Broadway, Floor 21, New York, NY 10271 (1-800-778-7879), <http://www.adr.org>; or JAMS, 8401 N. Central Expressway, Suite 610, Dallas, TX 75225 (1-800-352-5267), <http://jamsadr.com>. However, the parties may agree to a local

arbitrator who is an attorney, retired judge, or arbitrator registered and in good standing with a bona fide arbitration association and arbitrate pursuant to the arbitrator's rules. If the AAA and JAMS are unable or unwilling to serve as administrator, or the parties are unable to agree upon another administrator, a court with jurisdiction shall determine the administrator or arbitrator. The arbitration hearing will take place at a location reasonably convenient to where you reside.

If you demand arbitration, you must inform us in your demand of the arbitration organization you have selected or whether you desire to select a local arbitrator. If related third parties or we demand arbitration, you must notify us within 20 days in writing by certified mail, return receipt requested, of your decision to select an arbitration organization or your desire to select a local arbitrator. Your notice must be sent to **Celtic Bank**, 268 South State Street, Suite 300. Salt Lake City, Utah 84111. If you fail to notify us, then we have the right to select an arbitration organization. The arbitration will be governed by the rules and procedures of this arbitration organization applicable to individual consumer disputes. You may get a copy of the rules and procedures by contacting the arbitration organization listed above. In an event of a conflict between the provisions of the Arbitration Provision, on the one hand, and any applicable rules of the AAA or JAMS or other administrator used or any other terms of this Agreement, on the other hand, the provisions of this Arbitration Provision shall control. If a party files a lawsuit in court asserting Claim(s) that are subject to arbitration and the other party files a motion to compel arbitration with the court which is granted, it will be the responsibility of the party prosecuting the Claim(s) to select an arbitration administrator in accordance with this paragraph and commence the arbitration proceeding in accordance with the administrator's rules and procedures.

Non-Waiver

Even if all parties have opted to litigate a Claim in court, you or we may elect arbitration with respect to any Claim made by a new party or any Claim later asserted by a party in that or any related or unrelated lawsuit (including a Claim initially asserted on an individual basis but modified to be asserted on a class, representative or multi-party basis). Nothing in that litigation shall constitute a waiver of any rights under this Arbitration Provision. For example, if we file a lawsuit against you in court to recover amounts due under the 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 Claim (including any counterclaim) you later assert against us in that or any related or unrelated lawsuit. This Arbitration Provision will apply to all Claims, even if the facts and circumstances giving rise to the Claims existed before the effective date of this Arbitration Provision.

Arbitrator and Award

Any arbitrator must be a practicing attorney with ten or more years of experience or a retired judge. The arbitrator will not be bound by judicial rules of procedure or evidence that would apply in a court, nor by state or local laws that relate to arbitration proceedings. The arbitrator will apply the same statutes of limitations and privileges that a court would apply if the matter were pending in court. The arbitrator may decide, with or without a hearing, any motion that is substantially similar to a motion to dismiss for failure to state a claim or a motion for summary judgment. In determining liability or awarding damages or other relief, the arbitrator will follow the applicable substantive law, consistent with the FAA, which would apply if the matter had been brought in court. The arbitrator may award any damages or other relief or remedies that would apply under applicable law to an individual action brought in court, including, without limitation, punitive damages (which shall be governed by the Constitutional standards employed by the courts) and injunctive, equitable and declaratory relief (but only in favor of the individual party seeking relief and only to the extent necessary to provide relief warranted by that party's individual claim). No arbitration award involving the parties will have any preclusive effect as to issues or claims in any dispute involving anyone who is not a party to the arbitration, nor will an arbitration award in prior disputes involving other parties have preclusive effect in an arbitration between the parties to this Arbitration Provision.

Fees and Costs

At your written request, we will pay all filing, hearing and/or other fees charged by the administrator and

arbitrator to you for Claim(s) asserted by you in an individual arbitration after you have paid an amount equivalent to the fee, if any, for filing such Claim(s) in state or federal court (whichever is less) in the judicial district in which you reside. (If you have already paid a filing fee for asserting the Claim(s) in court, you will not be required to pay that amount again). We will not seek reimbursement of such fees from you even if we prevail in the arbitration. In addition, the administrator may have a procedure whereby you can seek a waiver of fees charged to you by the administrator and arbitrator. We will always pay any fees or expenses that we are required to pay by law or the administrator's rules or that we are required to pay for this Arbitration Provision to be enforced. The arbitrator will have the authority to award fees and costs of attorneys, witnesses and experts to the extent permitted by this Agreement, the administrator's rules or applicable law. With respect to Claim(s) asserted by you in an individual arbitration, we will pay your reasonable attorney, witness and expert fees and costs if and to the extent you prevail, if applicable law requires us to or if we must bear such fees and costs in order for this Arbitration Provision to be enforced. At the timely request of either party, the arbitrator shall write a brief explanation of the grounds for the decision.

Appeal

The arbitrator's award shall be final and binding on all parties, except for any right of appeal provided by the FAA. However, if the amount in controversy exceeds \$50,000, and if permitted by the Administrator's rules, you or we can, within 14 days after the entry of the award by the arbitrator, appeal the award to a three-arbitrator panel administered by the Administrator. The panel shall reconsider anew any aspect of the initial award requested by the appealing party. The decision of the panel shall be by majority vote. Reference in this Arbitration Provision to "the arbitrator" shall mean the panel if an appeal of the arbitrator's decision has been taken. The costs of such an appeal will be borne in accordance with the paragraph above titled "Fees and Costs." Any final decision of the appeal is subject to judicial review only as provided under the FAA. A judgment on the award may be entered by any court having jurisdiction.

Notice and Cure; Special Payment

Prior to initiating a Claim, you may send us a written Claim Notice. In order for a Claim Notice to be valid and effective, it must: (a) state your name, address and Account number; (b) be signed by you; (c) describe the basis of your Claim and the amount you would accept to resolve the Claim; (d) state that you are exercising your rights under the "Notice and Cure" paragraph of the Arbitration Provision; and (e) be sent to us by certified mail, return receipt requested, at **Celtic Bank, UT, Attn: General Counsel**, 268 South State Street, Suite 300. Salt Lake City, Utah 84111. This is the sole and only method by which you can submit a Claim Notice. Upon receipt of a Claim Notice, we will credit you for the standard cost of a certified letter. You must give us a reasonable opportunity, not less than 30 days, to resolve the Claim. If, and only if, (i) you submit a Claim Notice in accordance with this paragraph on your own behalf (and not on behalf of any other party); (ii) you cooperate with us by promptly providing the information we reasonably request; (iii) we refuse to provide you with the relief you request before an arbitrator is appointed; and (iv) the matter then proceeds to arbitration and the arbitrator subsequently determines that you were entitled to such relief (or greater relief), you will be entitled to a minimum award of at least \$7,500 (not including any arbitration fees and attorneys' fees and costs to which you will also be entitled). We encourage you to address all Claims you have in a single Claim Notice and/or a single arbitration. Accordingly, this \$7,500 minimum award is a single award that applies to all Claims you have asserted or could have asserted in the arbitration, and multiple awards of \$7,500 are not contemplated.

Binding Effect; Survival; Severability

This Arbitration Provision is binding upon and benefits you, your respective heirs, successors and assigns. The Arbitration Provision is binding upon and benefits us, our successors and assigns, and related third parties. The Arbitration Provision shall survive any bankruptcy to the extent consistent with applicable bankruptcy law. The Arbitration Provision survives any termination, amendment, expiration or performance of this Agreement and any transaction between you and us and continues in full force and effect unless you and we otherwise agree in writing. If any part of this Arbitration Provision is deemed or found to be unenforceable for any reason, the remainder shall be enforceable, except as follows:

The parties to this Arbitration Provision acknowledge that the provision titled "Class Action Waiver" is material and essential to the arbitration of any disputes between the parties and is non-severable from this Arbitration Provision. If the Class Action Waiver is limited, voided or found unenforceable, then the parties' Arbitration Provision (except for this sentence) shall be null and void with respect to such proceeding, subject to the right to appeal the limitation or invalidation of the Class Action Waiver. The parties acknowledge and agree that under no circumstances will a class action be arbitrated.

If a Claim is brought seeking public injunctive relief and a court determines that the restrictions in the provision titled "Class Action Waiver" prohibiting the arbitrator from awarding relief on behalf of third parties are unenforceable with respect to such Claim (and that determination becomes final after all appeals have been exhausted), the Claim for public injunctive relief will be determined in court and any individual Claims seeking monetary relief will be arbitrated. In such a case the parties will request that the court stay the Claim for public injunctive relief until the arbitration award pertaining to individual relief has been entered in court. In no event will a Claim for public injunctive relief be arbitrated.

Opt-Out Process

You may choose to opt out of this Arbitration Provision but only by following the process set forth below. If you do not wish to be subject to this Arbitration Provision, then you must notify us in writing postmarked within sixty (60) calendar days of the date of this Agreement at the following address: **Celtic Bank**, 268 South State Street, Suite 300. Salt Lake City, Utah 84111. Your notice must be sent to us by certified mail, return receipt requested. Upon receipt of an Opt-Out Notice, we will credit you for the standard cost of a certified letter. Your Opt-Out Notice must include your name, address, Social Security number, the date of this Agreement, a statement that you wish to opt out of the Arbitration Provision and must not be sent with any other correspondence. Indicating your desire to opt out of this Arbitration Provision will not affect your other rights or responsibilities under this Agreement and applies only to this Arbitration Provision between you and us.

YOUR BILLING RIGHTS – KEEP THIS NOTICE FOR FUTURE USE

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

What To Do If You Think You Find A Mistake On Your Statement

If you think there is an error on your Statement, please write to us at: 3018 Sunridge Drive, BLDG 9 Austin, TX 78741.

In your letter, give us the following information:

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

You must contact us:

- Within 60 days after the error appeared on your Statement.
- At least three (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 then send you a Statement of the amount you owe and the date payment is due. We may then report you as delinquent if you do not pay the amount we think you owe.

If you receive our explanation but still believe your bill is wrong, you must write to us within *10 days* telling us that you still refuse to pay. If you do so, we cannot report you as delinquent without also reporting that you are questioning your bill. We must tell you the name of anyone to whom we reported you as delinquent, and we must let those organizations know when the matter has been settled between us. If we do not follow all of the rules above, you do not have to pay the first \$50 of the amount you question, even if your bill is correct

Your Rights If You Are Dissatisfied With Your Credit Card Purchases

If you are dissatisfied with the goods or services that you have purchased with your credit card, and you have tried in good faith to correct the problem with the merchant, you may have the right not to pay the remaining amount due on the Purchase. To use this right, all of the following must be true:

1. The Purchase must have been made in your home state or within 100 miles of your current mailing address, and the Purchase price must have been more than \$50. (Note: Neither of these are necessary if your Purchase was based on an advertisement we mailed to you, or if we own the company that sold you the goods or services.)
2. You must have used your credit card for the Purchase. Purchases made with cash advances from an ATM or with a check that accesses your credit card account do not qualify.
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 3018 Sunridge Drive, BLDG 9 Austin, TX 78741. 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.

**The Card Issuer: Celtic
Bank, UT**

ADDITIONAL DISCLOSURES

California Residents. If you are married, you may apply for a separate account in your own name. As required by law, you are hereby notified that a negative credit reporting reflecting on your credit record may be submitted to a credit reporting agency if you fail to fulfill the terms of your credit obligations. After credit approval, each applicant shall have the right to use the credit card account up to the limit of the account.

Delaware Residents. Charges not in excess of those permitted by law will be charged on the outstanding balances from month to month.

Iowa Residents. IMPORTANT: READ BEFORE SIGNING. The terms of this Cardholder Agreement should be read carefully because only those terms in writing are enforceable. No other terms or oral promises not contained in this written Cardholder Agreement may be legally enforced. You may change the terms of this Cardholder Agreement only by another written agreement.

Kentucky Residents. You may pay the unpaid balance of your account in whole or in part at any time.

Maryland Residents. Finance charges will be imposed on the credit account in amounts or at rates not in excess of those permitted by law.

Massachusetts Residents. Massachusetts law prohibits discrimination on the basis of race, color, religious creed, national origin, sex, gender identity, marital status, or sexual orientation.

New Hampshire Residents. If you prevail in any action, suit or proceeding we bring or in an action you bring in connection with this Cardholder Agreement, reasonable attorneys' fees shall be awarded to you. If you successfully assert a pertinent defense, set off, recoupment or counterclaim to an action brought by us, the court may withhold from us the entire amount or such portion of the attorneys' fees as the court deems appropriate.

New Jersey Residents. (1) The section headings of this Cardholder Agreement are a table of contents and not contract terms. (2) You agree to pay our reasonable attorney's fees, up to 20% of outstanding principal and interest, paid in the collection of this account to an attorney who is not our employee. (3) Provisions of this Cardholder Agreement that refer to acts or practices that apply as permitted by, or except as prohibited by, applicable law are applicable to New Jersey residents only to the extent that such acts or practices are permitted by New Jersey or Federal law.

Ohio Residents. The Ohio laws against discrimination require that all creditors make credit equally available to all credit worthy customers, and that credit reporting agencies maintain separate credit histories on each individual upon request. The Ohio Civil Rights Commission administers compliance with this law.

South Dakota Cardholders: If there are any improprieties in the servicing of this loan by Servicer Name., please contact the South Dakota Division of Banking at 1714 Lincoln Avenue, Suite 2, Pierre, South Dakota, 57501, (605) 773-3421.

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

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

Married Wisconsin Residents: If you are married: (i) you confirm that this Account is being incurred in the interest of your marriage or family; (ii) no provision of any marital property agreement, unilateral agreement, or court decree under the Wisconsin Marital Property Act will adversely affect a creditor's

interest unless, before the time credit is granted, the creditor is furnished a copy of that agreement or decree or has actual knowledge of the adverse provision when the obligation to the creditor is incurred; (iii) you understand and agree that we will provide a copy of this Agreement to your spouse for his or her information. You must notify us if you have a spouse by sending your name and your spouse's name and address to us at, P.O. Box, CITY, STATE, ZIP.

All Applicants: You promise us that you are not planning to file bankruptcy at the time of your application for your Account.