

NIADA World Elite Business Mastercard® Credit Card Agreement

Last Updated December 1, 2025

Rate and Fees Table

Rate	
Annual Percentage Rate (APR) for Purchases	Prime Rate + 10.99% to Prime Rate + 25.99% based on your creditworthiness. This APR will vary with the market based on the Prime Rate. Please see <i>Explanation of Variable Rates</i> in section 7b of the Cardholder Agreement below.
Penalty APR and When it Applies	Prime Rate + 25.99%. This APR will vary with the market based on the Prime Rate. Please see <i>Explanation of Variable Rates</i> below. This APR will apply to your Account if you have any outstanding Minimum Payments Due that have been 60 or more days late after the payment due date of the original billing period. How Long Will the Penalty APR Apply? If the Penalty APR is applied, it will continue to apply until after you have successfully paid off all the outstanding and late Minimum Payments Due associated with your Account.
How to avoid paying interest	Your due date is at least 21 days after the close of each billing cycle (or as otherwise specified in your Billing Statement). We will not charge you interest on new purchases, provided you have paid your previous balance in full by the due date each month.
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 .
Fees	
Annual Cardholder Fee	\$0
Foreign Transaction Fee	3% of Foreign Transaction amount after conversion to US Dollars. See section 7i of the Cardholder Agreement for more details.

Returned Payment Fee	Up to \$39. See section 7h of the Cardholder Agreement for more details.
Late Payment Fee	Up to \$39. See section 7f of the Cardholder Agreement for more details.
Statement Mailing Fees	\$20
Manual Research Fee	\$30 / hour Manual Research Fee. See section 7g of the Cardholder Agreement for more details.

This Cardholder Agreement (“Agreement”) outlines the terms and conditions under which (i) the Account (as defined in Section 5) has been opened for You (as defined in Section 5) at Patriot Bank, N.A. (Member FDIC) (the “Bank”) and (ii) the Card (as defined in Section 5) has been issued to you by the Bank, pursuant to a license from Mastercard. The Card can be used everywhere Mastercard is accepted. These terms and conditions apply if You submit an application for or use a NIADA World Elite Business Mastercard Credit Card, including any substitution, replacements or renewals of the Card. Please take the time to review the following important information about the Card and retain it for future reference.

If you have any questions, please email support@affiniti.finance. “We”, “us”, and “our”, as used throughout the Agreement, means the Bank, and, except where otherwise indicated, Bank’s successors, affiliates, assignees and our third-party service providers, including the Program Manager (as defined in Section 5).

This Agreement, the Reward Terms for the Card (available at <https://www.affiniti.com/legal/>) along with the Program Manager’s Terms of Use, E-Signature Agreement, and Online Servicing Agreement (available at <https://affiniti.com/legal>, collectively the “Card Agreements”) set forth the terms of your Account, along with any affiliated Cards and Additional Cardholders; provided that, in the event of a conflict between any of the Card Agreements other than this Agreement and this Agreement, the terms of this Agreement will prevail. By using or accepting the Account and/or Card, or any renewal or replacement of the Account and/or Card, you agree to be bound by the Card Agreements. If you do not wish to be bound by this Agreement, notify us immediately. Unless otherwise noted, any reference to “days” means calendar days. In case of a conflict between this Agreement and any other Card Agreement, the following shall govern in order of descending priority: this Agreement (with respect to the subject matter of this Agreement), Program Manager Terms of Use, Program Manager Online Servicing Agreement, Privacy Policy, Reward Terms and E-Signature Agreement.

NOTICE: THIS AGREEMENT REQUIRES ALL DISPUTES TO BE RESOLVED BY WAY OF BINDING INDIVIDUAL ARBITRATION (SUBJECT TO THE EXCEPTIONS SET FORTH IN SECTION 22) THE TERMS OF THE ARBITRATION CLAUSE APPEAR AT THE END OF THIS AGREEMENT.

1. Important information about procedures for opening a new Account: By submitting

Your application, You acknowledge and agree that You, as the Authorized Signer (as defined in Section 5) of the Company (and not someone on your behalf), a) are requesting us to open the Account in the name of the Company; b) have a home address in one of the 50 states of the United States, Puerto Rico or Washington, D.C.; c) are over 18 years of age and have a valid Social Security Number or Individual Taxpayer Identification Number; d) will be jointly and severally liable with the Company for all charges to the Account; e) promise that all Cards on the Account will be used only for commercial or business purposes, and not for personal, or household use; f) promise that the information you have provided is true and accurate; g) authorize the Program Manager on behalf of Bank to check both the Company's and your credit record; h) certify you have obtained all necessary consents from other Beneficial Owners for us to check each Beneficial Owners' credit record with credit bureaus, i) have read and agreed to other terms that may be outlined in applicable user agreements accessible at affiniti.com/legal, and j) have read and agreed to this Agreement.



2. Anti-money laundering and USA Patriot Act:

To help the U.S. government fight the funding of terrorism and money laundering activities, Federal law requires all financial institutions to obtain, verify and record information that identifies each person who opens an Account. When You open an Account, You must provide your name, address, date of birth, and other information and documents that we request to allow us to identify You, including (without limitation) copy of your driver's license or other identifying documents.

You will also provide us, upon our request, identifying information and documents related to Beneficial Owners, including their names, addresses, dates of birth, tax identification or social security numbers, and other identifying information.

3. State notices:

Ohio Residents: Ohio anti-discrimination laws require creditors to make credit equally available to all creditworthy customers and that credit reporting agencies maintain separate credit histories on individuals upon request. The Ohio Civil Rights Commission administers these laws.

New York and Vermont Residents: We may obtain your credit reports, for any legitimate purpose associated with the Account or the application or request for an Account, including but not limited to reviewing, modifying, renewing and collecting on your Account. On your request, You will be informed if such a report was ordered. If so, You will be given the name and address of the consumer reporting agency furnishing the report. New York residents may contact the New York State Department of Financial Services by telephone or visit its website for free information on comparative credit card rates, fees and grace periods. New York State Department of Financial Services: 1-877-226-5697 or <http://www.dfs.ny.gov>.

Wisconsin Residents: No provision of any marital property agreement, unilateral statement, or court order applying to marital property will adversely affect a creditor's interests unless, prior to the time credit is granted, the creditor is furnished with a copy of the agreement, statement or court order, or has actual knowledge of the provision. If the

credit card for which You are applying is granted, You will notify the Bank if You have a spouse who needs to receive notification that credit has been extended to You.

4. Communications.

- a. For information on how to set your communication and privacy preferences, review our Program Manager's most up to date Privacy Policy.
- b. To notify us of any information per the procedures described within this Agreement or if You have a complaint, please email support@affiniti.finance. Our customer service representatives are your first point of contact and are often able to resolve your complaint quickly.
- c. By submitting your application and opening an Account, You agree to be bound by our Program Manager's E-sign Policy, available at affiniti.com/legal.

5. Definitions. All capitalized terms used in this Agreement and not otherwise defined shall have the meaning as set forth below. If a capitalized term is not set forth below, it shall have the meaning set forth in the Terms of Use, provided that such meaning does not vary the specific terms of this Agreement. Terms defined in the singular shall include the plural and vice versa, as the context requires.

"Account" means an unsecured, open-end, line of credit issued to You by Bank, established in the name of the Company.

"Additional Cardholder" means anyone to whom a Card affiliated with the Account is issued — at the request of the Company, another Additional Cardholder, and/or Authorized Signer — and/or whose name is embossed on the Card, and/or who has been authorized by Company to execute Card Transactions, and/or incur other charges with the Card on behalf of the Business.

"APR" has the meaning set forth in the Rate and Fees Table above.

"Authorized Signer" means the person who applied for and is duly authorized to apply for this Account on behalf of Company and/or to whom we address billing statements. Company represents and warrants that, during the application for the Account and during the term of this Agreement, Authorized Signer has authority to bind the Company to the Card Agreements and holds a senior position in the Company, such as owner or president. Company further represents, warrants, and agrees that at all times the Account and Card are active, You will have an Authorized Signer.

"Beneficial Owner" means any individual person who directly or indirectly has ownership of 25% or more of the Company.

"Billing Statement" means statement(s) from us of the amount charged or debited and/or paid to the Account.

"Card Transaction" means any type of transaction effected by using the Card and includes the purchase of goods and/or services that is charged to the Account.

"Company" means the business for which the Account is established. This will be the Company which has applied for an Account jointly with the Authorized Signer and may be referred to as "Applicant" in certain places within the application.

"Credit Limit" means the maximum amount the Bank allows You and/or the Company to owe on the Account at any time. On behalf of Bank and subject to Bank's approval and supervision, we may vary this amount at any time without prior notice to the Company, Authorized Signer, or Additional Cardholders.

The "Daily Periodic Rate" or "DPR" means 1/365th of the APR, rounded to the

nearest one ten-thousandth of a percentage point. Variable APRs will not exceed 29.99%.

“Good Standing” means, with reference to the Account, the Account is not restricted, closed, or in default as determined by us in its sole discretion.

“Interest Rate” means the interest rate charged based on Card Transactions. The rate may be varied at any time without prior notice to You, the Company, Authorized Signer, or Additional Cardholders.

“Minimum Payment Due” has the meaning set forth in Section 7c of this Agreement.

“Prime Rate” means the Prime Rate from the rates section of The Wall Street Journal. The Prime Rate for each billing period is the Prime Rate published in The Wall Street Journal on the closing date of the Statement Billing period. If the Wall Street Journal does not publish the Prime Rate on a particular closing date, We will use the Prime Rate from the previous day it was published. If The Wall Street Journal is no longer published, we may use the Prime Rate from any other newspaper of general circulation in New York, New York or we may choose to use a similar published rate.

“Program Manager” means Affiniti Finance, Inc.

“You,” “Your” means both the Authorized Signer and the Company. You agree, jointly and severally, to be bound by the terms of this Agreement, which means that both the Authorized Signer and the Company are each individually responsible for the Account, including but not limited to the obligation to pay all fees, charges, expenses, principal, and interest associated with the Account. We may seek payment from either or both the Authorized Signer and the Company, in any order at Bank’s discretion.

“Payment Due Date” means, with respect to the periodic amount due to be paid on the Account, the payment due date set forth in the applicable Billing Statement.

“Penalty APR” has the meaning set forth in the Rate and Fees Table above.

6. **Program Manager.** On behalf of Bank, the Program Manager provides certain services relating to your Account, including, but not limited to, Account and/or Card management through Program Manager’s website and customer service relating to any rewards offered in connection with your Account. In performing these functions, Program Manager may act on Bank's behalf to request documentation, and take actions described in this Agreement as actions “we” may take. You may access the Program Manager’s website to manage your Account by logging in with your Affiniti Account (as defined in the Terms of Use).

7. **How Rates and Fees Work.**

a. How we will calculate interest:

- i. We use a method called “Average Daily Balances.” Average Daily Balance is calculated by adding the amount You owe on each day during the Billing Statement period and dividing that total by the number of days in the billing period. Please see below to see how the variable rate is calculated.

b. Explanation of Variable Rates:

- i. If the Prime Rate increases, variable APRs (and corresponding DPRs) will increase. In that case, You may pay more interest and may have a higher Minimum Payment Due. When the Prime Rate changes, the resulting changes to variable APRs take effect as of the first day of the billing period.

- ii. If the Prime Rate increases, variable APRs (and corresponding DPRs) will increase. In that case, You may pay more interest and may have a higher Minimum Payment Due. When the Prime Rate changes, the resulting changes to variable APRs take effect as of the first day of the Statement Billing period.
- c. How we will calculate the “Minimum Payment Due”:
 - i. If your balance is less than \$25, your Minimum Payment Due will be equal to your balance. Otherwise, your Minimum Payment Due will be the greater of \$25 or 3% of your balance plus new interest, transaction fees, and late payment fees. We may also add any past due amount or over limit amount to your Minimum Payment Due. If your Account is closed or charges off, the entire balance is due immediately.
- d. How we will calculate your Credit Limit:
 - i. Subject to the Bank’s prior approval and requirements, We will determine your Credit Limit after a review of your application and your ability to pay considering, without limitation, your and/or the Company’s current income, assets, and/or current obligations.
 - ii. We reserved the right to change your Credit Limit at any time, in our sole discretion.
- e. Changes to APR:
 - i. If we increase your APR, we will notify You in writing of your options in advance, including the right to opt out. We will not increase the APR (apart from an increase in Prime Rate or for Penalty APR) during the first year of your Account, while your Account is closed, or while we do not permit new transactions on the Card. We may increase your APR if we do not receive your Minimum Payment within 60 days after the due date, as outlined in the Rates and Fees Table.
- f. How we will calculate your Late Payment Fee:
 - i. If we do not receive the Minimum Payment Due by its Payment Due Date, You will be charged a late payment fee. Your first late payment fee will be \$29. All subsequent late payment fees will be \$39. At any time if your late fee is exceeding the Minimum Payment Due on your statement, your late payment fee will be adjusted to equate the Minimum Payment Due amount due.
- g. Manual Research Fee:

If You submit a request regarding your Account that is outside of our standard procedures, we reserve the right to charge a \$30 / hour Manual Research Fee, which will be clearly documented and communicated to You beforehand.
- h. How we will calculate your Returned Payment Fee:

If You schedule or make a payment, and that payment fails or is returned, You’ll be charged a Returned Payment Fee that is equal to the lesser of \$39 or your total outstanding balance.
- i. How we will calculate your Foreign Transaction Fee

Foreign Transactions (“Foreign Transactions”) are any transaction made in a foreign currency. If You make a Foreign Transaction, the Foreign

Transaction will be converted by Mastercard International, into a US Dollar amount in accordance with the Mastercard Operating Rules or conversion procedures in effect by Mastercard at the time the transaction is processed. Then, You will be charged the Foreign Transaction Fee listed in the Rates and Fees Table.

1. The currency conversion rate for Mastercard is based on (a) rates observed in the wholesale market or (b) government-mandated rates, where applicable, for the transaction date or the processing date. The currency conversion rate in effect on the processing date may differ from the rate in effect on the transaction date or posting date.

8. **Issuance of Cards.** No Card shall be issued to any person except: a. In response to an oral or written request or application for the Card; or b. As a renewal of, or substitute for, a Card.

9. **Additional Cardholders.**

- a. At your request made by the Authorized Signer or an administrator designated by the Authorized Signer, we may issue cards to Additional Cardholders, who will be able to use your Account subject to the terms of this Agreement. As the Authorized Signer of the Company, You agree that You:
 - i. Are responsible for all use of the Account by Additional Cardholders and anyone they allow to use the Account.
 - ii. Must pay for all charges Additional Cardholders make.
 - iii. Must share this Agreement with all Additional Cardholders and ensure that they have all read and agreed to this Agreement.
 - iv. Authorize us to give Additional Cardholders information about the Account and to discuss it with them.
 - v. Must notify us if You want to cancel an Additional Cardholders' right to use your Account.
- b. Any Additional Cardholder who uses a Card is deemed to have received, read, and agreed to the terms of this Agreement, whether or not they have signed or otherwise expressly acknowledged it. Notwithstanding the foregoing, You and Company shall remain liable for all acts and/or omissions made with respect to the Account by each and every Additional Cardholder as if such acts and/or omissions were made by You and Company.

10. **Replacing Authorized Signers.**

- a. You understand that by creating an Account, or by accepting, activating or using any Card, You agree to be personally liable, both jointly and severally, with the Company for all charges incurred on the Account and for all Cards associated with the Account. You understand that if You leave the employment of the Company, if applicable, You will continue to be responsible for the charges associated with the Account and its Cards unless the following terms (10.b and/or 10.c) were completed.
- b. You must immediately notify us if the Authorized Signer is no longer an employee or officer of the Company and/or does not want to be the Authorized Signer. In this situation, You will be required to either immediately close this Account subject to the terms and conditions provided herein or propose another person to

replace the Authorized Signer.

- c. If You propose another person to replace the Authorized Signer, that person must agree to assume the obligations and liabilities of the Authorized Signer under this Agreement, as of the date that such person replaces the Authorized Signer. That person is subject to our approval per the same terms and conditions the original Authorized Signer was subject to during our application process. You agree that the Authorized Signer remains the Authorized Signer until we approve a replacement, or the Account is closed.

11. Your Card Usage.

- a. You and all Additional Cardholders acknowledge and agree that cards are intended to be used for the Company's commercial or business purposes only, and never for personal or household use. We may decide whether to approve or decline any Card Transaction in our sole discretion, for any reason, including but not limited to account status, creditworthiness, risk management considerations, merchant type, transaction amount, or suspected fraud or misuse. We may change the criteria we use to approve transactions at any time without prior notice. We also consider both the Company's and your credit history, along with information from other third party resources.
- b. If You have arranged for certain merchants and third parties to store your Card number and expiration date, we may inform these merchants and third parties if your expiration date or Card number changes, or if your Account status is updated, including if your Account is canceled. If You do not want us to share your updated Account information, please notify us.
- c. You may not use your Card and/or Account for personal, household use or for illegal activities in the state where You live or in the state where You are making your transaction.
- d. If You violate any of the above terms within Section 11, we may immediately suspend your Account or suspend your ability to use your Card.
- d. If You have no activity on your Account for 12 months, we may close your Account or suspend your ability to make purchases.

12. Promise to Pay.

- a. You will receive a Billing Statement from us each Billing Statement period, unless there has been no activity on your Account during that period, and (a) there's no balance owing and/or (b) You've been notified that your Account has been suspended or closed and we have demanded payment of the outstanding balance. You are required to pay the entire amount due each billing period, even if You don't receive a Billing Statement due to a change in your contact information, a postal disruption, an internet failure, or for any other reason.
- b. You promise to pay all charges and fees, including:
 - i. Charges You and all Additional Cardholders make, even if the Card is not present for, or you did not sign for the transaction,
 - ii.
- iii. Charges that You or Additional Cardholders permit others to make,,
 - iv. Charges that You alleged were unauthorized but a Payment Network determined You were responsible after reviewing your dispute and/or chargeback request,

v. Fees incurred with respect to the Account.

13. **When You Must Pay.** To maintain the Account in Good Standing (subject to the autopay requirements in Section 14), you must pay the Minimum Payment Due no later than the Payment Due Date shown on your Billing Statement to avoid a Late Payment Fee. Failure to pay the Minimum Payment Due by the Payment Due Date may result in loss of Good Standing, even if we have not removed Good Standing for a missed autopay payment under Section 14. If You pay your Minimum Payment Due within 21 days of receipt of your Billing Statement (or any other Payment Due Date listed on your Billing Statement), we will not consider that payment late or report to a credit bureau pursuant to Section 16. Paying only the Minimum Payment Due on your Account will cause You to pay more interest and take longer to pay off the Account balance.
14. **Making A Payment.** You must make payments in US dollars via ACH as authorized by You when You opened your Account or as otherwise directed via your Account communications. Pursuant to the terms of the Online Servicing Agreement, accessible at affiniti.com/legal, You authorize us to initiate an ACH or electronic payment that will be debited from your bank account or other related account. Please refer to the Online Servicing Agreement, for the full terms and information on making payments. If your ACH/bank transfer is declined, You will be charged the Returned Payment Fee.
 - a. To keep your Account active in Good Standing, You must have scheduled autopay enabled to pay off your entire balance (not just the Minimum Payment Due) on or before each Payment Due Date. Missing any scheduled autopay payment may result in your Account no longer being in Good Standing at our sole discretion, even if You subsequently pay the Minimum Payment Due by the Payment Due Date. Enabling scheduled autopay does not prevent You from making one-time payments on your Account balance before a Payment Due Date. We reserve the right to make exceptions for any reason to the requirement in this Section 14a.
 - b. To keep your Account in Good Standing after being approved for your Account, You must have a bank account or other valid funding source ("Funding Source Account") connected to your Account for the purpose of making payments on Account balances. We reserve the right not to extend credit to You on your Account if You do not maintain a Funding Source Account.
15. **Trailing Interest.** If You didn't pay all your previous balances in full, You may see interest on your next statement even if You pay the new balance in full and on time. When this occurs, interest will be assessed from the first day of the first billing period where the full statement is not paid off until we receive all your payments in full.
16. **Credit Reporting.**
 - a. We may report information about your Account to credit bureaus. Late payments, missed payments, or other defaults on your Account may be reflected in your credit report. If You believe we have provided incorrect information to the credit reporting agency, please notify us immediately.
 - b. In addition to reviewing your individual and Company credit report when applying to open a new Account, You authorize us to review both You, Beneficial Owners, and the Company's credit report and information at other times while your

Account is open for the purposes of credit line and Credit Limit adjustments, collections, and other Account servicing needs.

- c. As required by Utah and California law, You are hereby notified that a negative credit report reflected on your credit record may be submitted to a credit reporting agency if You fail to fulfill the terms of this Agreement.

17. Lost Cards and Unauthorized Transactions.

- a. You must take reasonable care to safeguard your Card and Account information. In the event of the possible loss, misuse or theft of a Card or possible unauthorized use or if an Additional Cardholder never received a Card after it has been requested by Company, You will notify us immediately upon learning of such loss or theft or possible unauthorized use.
- b. Liability for unauthorized use.
 - i. For purposes of this section, the term “unauthorized use” means the use of your Card or Account by a person, other than You or any Additional Cardholder, who does not have actual, implied, or apparent authority for such use, and from which You or the Additional Cardholder receives no benefit.
 - ii. Unauthorized use doesn’t include use of your Card and Account information by someone You’ve identified as an Additional Cardholder or someone You permitted to use your Card and Account information. You are responsible for all use of your Account by Additional Cardholders or anyone they allow to use your Account. You must pay for all charges they make.
- c. Limitation on amount for unauthorized use.
 - i. You understand that your Account is commercial in nature and that certain consumer protection laws, such as (but not limited to) the Credit Card Consumer Accountability, Responsibility, and Disclosure Act of 2009, do not apply to this Account.
- d. Conditions of liability. Cardholder liability for unauthorized use of a Card will not exceed \$50, provided that fewer than ten (10) Cards have been issued for use in connection with the Account. Use of a Card by an employee or other individual to whom You have issued a Card is not considered unauthorized use, even if such use is outside the scope of authority granted.
- e. Notification of unauthorized use.
 - i. Notification of unauthorized use must follow the procedures outlined in section 17 of this Agreement. Notification to the Program Manager of unauthorized use is given when steps have been taken as may be reasonably required in the ordinary course of business to provide the Program Manager with the pertinent information about the loss, theft, or possible unauthorized use of a Card, regardless of whether any particular officer, employee, or agent of the Bank does, in fact, receive the information. Notification may be given, at the option of the person giving it, by telephone, or in writing. Notification in writing is considered given at the time of receipt or, whether or not received, at the expiration of the time ordinarily required for transmission, whichever is earlier.
- f. Effect of other applicable law or agreement.
 - i. If state law or an agreement between a Cardholder and The Program

Manager imposes lesser liability than that provided in this section, the lesser liability shall govern.

g. Business use of credit cards.

i. You will not use the Account for personal or household purposes. You agree that all charges and other transactions in your Account will be for business transactions made solely for business purposes. You agree, in accordance with Section 135 of the federal Truth in Lending Act, that if at any time You have been issued ten (10) or more Cards for use by Additional Cardholders at your request, then You waive any and all limitations on its liability for unauthorized use of such Cards that it may have under the Truth in Lending Act..

h. You agree to cooperate and help with any investigation that we initiate into unauthorized use before we'll consider reimbursing You for any losses. If our investigation establishes that there was no unauthorized use, You'll be fully liable for all amounts charged to the Account before You notified us.

i. You or an Additional Cardholder may request a replacement Card from us. We may at our discretion issue a replacement Card upon such terms and conditions as we may deem fit, and we reserve the right to charge a replacement fee for any lost or stolen Card given that You have been provided proper notice and the opportunity to opt out. Such Card replacement fee shall be debited to the Account and shall not be refundable for any reason whatsoever. Renewal and replacement Cards will continue to be sent to You at the most current address that we have on file for You or the Additional Cardholder, provided the Account is active and in Good Standing, until You advise us to stop. As soon as You or an Additional Cardholder receives the new Card, You must activate it and destroy the old Card.

j. Any Card reported as lost, stolen or compromised must not be subsequently used.

18. **Billing Dispute Procedures.**

a. If You think there is an error on your Billing Statement, email support@affiniti.finance using the email address associated with your Account. In your email, give us the following information:

i. Account information: Your name, Company name, and Funding Source Account information.

ii. Dollar amount: The dollar amount of the suspected error.

iii. Description of Problem: Describe what You believe is wrong and why You believe it is an error.

b. You must contact us within 60 days after the error appears on your statement. You must notify us of any potential errors over email. After we receive your email, we will do two things:

i. Within 30 days of receiving your email, we will tell You that we received your email.

ii. We will investigate your inquiry and will either correct the error or explain to You why we believe the statement is correct.

c. While we investigate whether there has been an error, we will not attempt to collect the amount in question if not yet paid. Please keep in mind that 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.

- d. After we finish our investigation, one of two things will happen:
 - i. If there's a valid error: You will not have to pay the amount in question or any interest or other fees related to that amount. If You already paid the disputed amount, we will refund the payment or apply the credit to your account balance.
 - ii. If we determine there was no error: You will have to pay the amount in question, along with applicable interest and fees. We will send You a statement of the amount You owe and the date payment is due. We may report You as delinquent if You do not pay the amount we think You owe.
- 19. **How Payments Are Applied.** We generally apply payments up to your Minimum Payment to the balance with the lowest APR, and then to balances with higher APRs. We generally apply any part of your payment exceeding your Minimum Payment to the balance with the highest APR, and then to balances in descending order based on the next lowest APR.
- 20. **Earning Rewards.** You may be eligible for Rewards pursuant to the usage of the Card. The terms and conditions for your Reward Terms are available at <https://www.affiniti.com/legal/>, which governs rewards earned from purchases made on the Card, including but not limited to terms relating to earning, redeeming, and the potential forfeiture of your rewards. Rewards have no cash value, are not your property, and may be revoked, forfeited, or cancelled at any time for any reason, including account closure, inactivity, or suspected abuse.
- 21. **The Military Lending Act** This Account is a commercial credit account. It is not subject to the Military Lending Act or other consumer credit protections.
- 22. **Arbitration and Class Action Waiver**
 - a. **THIS ARBITRATION PROVISION AFFECTS YOUR RIGHTS. PLEASE READ CAREFULLY BEFORE AGREEING TO THESE TERMS. EXCEPT AS OTHERWISE NOTED, CAPITALIZED TERMS HAVE THE MEANING SPECIFIED IN GLOSSARY BELOW.**
 - b. Any dispute arising in connection with this Agreement will be resolved by binding arbitration whether based in contract, tort, statute, fraud, misrepresentation, or any other legal theory, and regardless of whether a claim arises during or after the termination of this Agreement. **YOU UNDERSTAND AND AGREE THAT, BY ENTERING INTO THIS AGREEMENT, YOU AND US ARE EACH WAIVING THE RIGHT TO A TRIAL BY JURY OR TO PARTICIPATE IN A CLASS ACTION.**
 - c. Notwithstanding the foregoing, nothing in this Agreement will be deemed to waive, preclude, or otherwise limit the right of either party to: (a) bring an individual action in small claims court; (b) pursue an enforcement action through the applicable federal, state, or local agency if that action is available; (c) seek injunctive relief in a court of law in aid of arbitration; or (d) to file suit in a court of law to address an intellectual property infringement claim. Nothing in this Agreement shall also be deemed to waive, limit or restrict our right to pursue collections or enforcement of amounts owed pursuant to this Agreement through litigation, arbitration, or any other lawful means. Without limiting the foregoing,

we may at our option pursue debt collection actions in court, and such actions shall not be subject to this Section 22. You agree to pay all reasonable costs of collection, including attorneys' fees, to the extent permitted by law.

- d. Any arbitration between You and us will be settled under the Federal Arbitration Act and administered by the American Arbitration Association ("AAA"). If You have any questions concerning the AAA or would like to obtain a copy of the AAA arbitration rules, You may call (800) 778-7879 or visit the AAA's web site at: www.adr.org. The arbitrator has exclusive authority to resolve any dispute relating to the interpretation, applicability, or enforceability of this binding arbitration agreement. There shall be a single arbitrator, selected by us, who shall be an attorney practicing commercial law in New York. The arbitration shall take place in English.
- e. A party who intends to seek arbitration must first send a written notice of the dispute to the other party by certified U.S. Mail or by Federal Express (signature required) or, only if that other party has not provided a physical address, then by electronic mail ("Notice of Arbitration"). The Notice of Arbitration must: (a) describe the nature and basis of the claim or dispute; and (b) set forth the specific relief sought ("Demand"). The parties will make good faith efforts to resolve the claim directly, but if the parties do not reach an agreement to do so within 30 days after the Notice of Arbitration is received, You or we may commence an arbitration proceeding. All arbitration proceedings between the parties will be confidential unless otherwise agreed by the parties in writing. During the arbitration, the amount of any settlement offer made by You or us must not be disclosed to the arbitrator until after the arbitrator makes a final decision and award, if any. If the arbitrator awards You an amount higher than the last written settlement amount offered by us in settlement of the dispute prior to the award, we will pay You the higher of: (i) the amount awarded by the arbitrator; or (ii) \$500.
- f. If You commence arbitration in accordance with these Terms, payment of any fees will be decided by the AAA Rules. Any arbitration hearing will take place at a location to be agreed upon in New York, but if the claim is for \$10,000 or less, You may choose whether the arbitration will be conducted: (a) solely on the basis of documents submitted to the arbitrator; (b) through a non-appearance based telephone hearing; or (c) by an in-person hearing as established by the AAA Rules in the county (or parish) of your billing address. If the arbitrator finds that either the substance of your claim or the relief sought in the Demand is frivolous or brought for an improper purpose (as measured by the standards set forth in Federal Rule of Civil Procedure 11(b)), then the payment of all fees will be governed by the AAA Rules. In that case, You agree to reimburse us for all monies previously disbursed by it that are otherwise your obligation to pay under the AAA Rules. Regardless of the way the arbitration is conducted, the arbitrator must issue a reasoned written decision sufficient to explain the essential findings and conclusions on which the decision and award, if any, are based. The arbitrator may make rulings and resolve disputes as to the payment and reimbursement of fees or expenses at any time during the proceeding and upon request from either party made within fourteen (14) days of the arbitrator's ruling on the merits.
- g. You, Bank, and Program Manager agree that each may bring claims against the other only on an individual basis and not as a plaintiff or class member in any purported class or representative action or proceeding, except as requested by

Bank or Program Manager. Subject to the foregoing sentence, You, Bank, and Program Manager specifically agree that arbitration is not available, and shall not be conducted on, a class-wide basis and that the arbitrator(s) may not consolidate or join more than one person's or party's claims and may not otherwise preside over any form of a consolidated, representative, or class proceeding. If any question is raised relating to whether class actions or consolidated actions are permitted, the arbitrator(s) is not authorized to decide that question and that question must be resolved by a court. Also, the arbitrator(s) may award relief (including monetary, injunctive, and declaratory relief) only in favor of the individual party seeking relief and only to the extent necessary to provide relief necessitated by that party's individual claim(s). Any relief awarded cannot affect other Card users. If this paragraph cannot be enforced, then this entire arbitration provision shall be null and void.

- h. If we make any future change to this arbitration provision, other than a change to our email address for Notice of Arbitration, You may reject the change by sending us notice within thirty (30) days of the change to our email address for Notice, in which case your Account will be immediately closed, and this arbitration provision, as in effect immediately prior to the changes You rejected will survive.
 - i. This arbitration provision will survive the closing of the Account or this Agreement as well as any voluntary payment of any debt in full by Company or Authorized Signer or bankruptcy by any party. Except for the provision of this section prohibiting arbitration on a class or collective basis, if any part of this arbitration provision is deemed to be invalid, unenforceable or illegal, then the balance of this arbitration provision will remain in effect and will be construed in accordance with its terms as if the invalid, unenforceable or illegal part was not contained herein.
23. **Limitation of Liability** EXCEPT AS OTHERWISE PROVIDED IN THIS AGREEMENT, PURSUANT TO THE ELECTRONIC FUND TRANSFER ACT, AND SUBJECT TO APPLICABLE LAW, IN NO EVENT WILL BANK OR PROGRAM MANAGER BE LIABLE TO YOU OR TO ANYONE ELSE FOR ANY LOST PROFITS OR DAMAGES WHATSOEVER, INCLUDING, BUT NOT LIMITED TO ANY DIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, CONSEQUENTIAL OR PUNITIVE DAMAGES, REGARDLESS OF THE LEGAL THEORY OR OTHER DAMAGES ARISING OUT OF (A) ANY TRANSACTION CONDUCTED THROUGH OR FACILITATED BY THE CARD OR THE ACCOUNT; (B) ANY CLAIM ATTRIBUTABLE TO ERRORS, OMISSIONS, OR OTHER INACCURACIES IN THE ACCOUNT OR CARDS DESCRIBED OR PROVIDED TO YOU, (C) UNAUTHORIZED ACCESS TO OR ALTERATION OF YOUR TRANSMISSIONS OR DATA, OR (D) ANY OTHER MATTER RELATING TO THE ACCOUNT AND CARD DESCRIBED OR PROVIDED TO YOU, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IF YOU ARE DISSATISFIED WITH THE ACCOUNT OR THE CARD, YOUR SOLE AND EXCLUSIVE REMEDY IS TO DISCONTINUE USING THE ACCOUNT OR CARD. IN THOSE STATES WHERE THE EXCLUSION OR LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES MAY NOT APPLY, ANY LIABILITY OF BANK AND SERVICER, AND THEIR RESPECTIVE OWNERS, DIRECTORS, OFFICERS AND AGENTS IN THOSE STATES IS LIMITED AND WARRANTIES ARE EXCLUDED TO THE GREATEST EXTENT PERMITTED BY LAW, BUT WILL IN NO EVENT

EXCEED FIFTY DOLLARS (\$50.00).

24. Account Closing

- a. You may instruct us to close the Account by notifying us through your Account settings or by emailing support@affiniti.finance. The Authorized Signer agrees to inform the Company prior to instructing us to do so. The Authorized Signer and the Company will remain jointly and severally liable for all Charges made on the Account, regardless of the status of the Account.
- b. At our own discretion, even if You pay on time and your Account is in Good Standing and not in default, we may:
 - i. Close your Account,
 - ii. Suspend the ability to make charges,
 - iii. Decline any transaction,
 - iv. Cancel or suspend any feature on your Account, and
 - v. Notify merchants that your Account has been closed or suspended.
- c. If we do any of the actions in this Section 24, your obligation to pay us for all charges under the terms of this Agreement are not affected.
- d. If we close your Account, your entire Account balance will become immediately due, unless we agree otherwise in writing.
- e. If your Account is closed, You must destroy all Cards affiliated with the Account.

25. Default.

- a. We may consider your Account to be in default if:
 - i. You default under another agreement You have with us or an affiliate,
 - ii. You file for bankruptcy,
 - iii. You give us false or misleading information,
 - iv. You violate a provision of this Agreement,
 - v. You become incapacitated or die, or
 - vi. We believe You are unable or unwilling to pay your debts when due.
 - vii. Your Account is not in Good Standing and You fail to cure the Good Standing deficiency within 10 days notice from us.
- b. If we consider your Account in default, we may:
 - i. Close or suspend any feature on your Account,
 - ii. Suspend your ability to make charges,
 - iii. Invalidate all Reward Points and/or Cash Back,
 - iv. Withdraw funds from your Funding Source Account pursuant to the terms of the Online Servicing Agreement,
 - v. Close the Account and require You to pay the Account balance immediately, and/or
 - vi. Require You to pay more than your Minimum Payment Due immediately.
- c. You agree to pay any reasonable collections costs, including attorneys' fees, incurred to collect amounts You owe us. For the purposes of collections of amounts owed, Program Manager is authorized to pursue collections on behalf of Bank of all amounts You may owe under this agreement.

26. Governing Law These Terms will be governed by the laws of the State of New York, without regard to choice or conflict of laws.

27. Modifications

- a. The services, functions and facilities available with the Card shall be determined by

us from time-to-time. We may amend or change this Agreement at any time and may modify or vary any or all of the services, functions and facilities available through the use of the Card or suspend or terminate the availability of any or all of such services, functions and facilities without prior notice to You; per applicable law. Further, such changes to this Agreement will apply to any outstanding account balances on the effective date of the change. If we are required by applicable law to provide notice of a change, we may notify You by publishing such changes in the Billing Statement, displaying such changes on our website, or other such other means of communication to You per our Program Manager's Privacy Policy. Such change(s) shall take effect on the date specified in such notice. If You continue to retain or use the Card after the specified date, then You shall be deemed to have accepted such change(s).

- b. This written Agreement is a final expression of the agreement governing the Account. The written Agreement may not be contradicted by any alleged oral agreement.
28. **Change of Account Information.** You will notify us immediately if You change your mailing address, email address, or telephone numbers that we use to send You billing statements, notices or other communications. You will also notify us immediately if the Company changes its legal entity name or tax identification number. As requested, You will give us other information that we may need from time-to-time to keep our records up to date.
29. **Severability.** If any provision contained in this Agreement is or becomes invalid, illegal, or unenforceable in whole or in part in any jurisdiction, such invalidity, illegality, or unenforceability shall not affect the remaining provisions and portions of this Agreement, in such jurisdiction or the validity, legality or enforceability of such provision and this Agreement in any other jurisdiction.
30. **Privacy and Disclosures.** You consent to Us collecting (including by way of recorded voice calls), using and disclosing any personal data disclosed to Us by You for purposes reasonably required to provide the products and services to you under the terms of this Agreement.
31. **Merchant Refunds.** If a merchant issues a credit or otherwise gives a refund to you, we will reduce the balance on the Account by the amount of the refund. However, if interest and/or fees have been charged because of the transaction, we will not refund the interest and/or fees. Merchant refunds do not count towards your Minimum Payment Due. You agree that you will not resell or return for a cash refund any goods, tickets or services obtained with the Card. However, you may return an item to a merchant honoring the Card for credit to the Account if that merchant permits such a return.
32. **Rights to Assign** At any time, Bank may sell, transfer or assign any, or all its rights and obligations under this Agreement or your Account without notifying you in advance. You may not sell, assign or transfer any of your rights or obligations under this Agreement, or your Account.
33. **Non-Waiver** We may choose not to act on any right under this Agreement without giving

up that right. Any time we give up one of our rights, we will do so in writing and sign a waiver.