IMPORTANT CREDIT TERMS
Brooks Brothers World Mastercard®

Interest Rates and Interest Charges	
Annual Percentage Rate (APR) for Purchases	**19.99% - 33.49%** based on your creditworthiness and other factors. These APRs will vary with the market based on the Prime Rate.
How to Avoid Paying Interest	Your due date is at least 21 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 a credit card, visit the website of the Consumer Financial Protection Bureau at http://www.consumerfinance.gov/learnmore**
Fees	
Annual Fee	**$0.00**
Penalty Fees ● Late Payment ● Returned Payment ● Over-the-Credit Limit	 **up to $35.00** **$10.00** **$0.00**
Currency Conversion Fee	**$0.00**
Other Fees	**None**

How We Will Calculate Your Balance: We use the daily balance method (including new Purchases). See the Calculating Interest Cardholder Agreement section below for more details.

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

Purchase APR: Prime Rate plus a margin of 12.99% - 26.49%

The daily periodic rate for your Purchase APR is 0.0548% - 0.0918%

Program Contact Information:

Phone: 1-888-893-8847

CREDIT CARD CARDHOLDER AGREEMENT

Welcome to the Brooks Brothers World Mastercard®, powered by Imprint!

Please read all parts of this Cardholder Agreement, including the arbitration provision, and keep it for your records.

Your card account ("**Account**") is issued by First Electronic Bank, a state chartered bank headquartered in Salt Lake City, UT ("**FEB**"), and this is a legal agreement between you and FEB. This Cardholder Agreement ("**Agreement**") governs the use of your Account. The following terms together with the Important Credit Terms and any supplements or amendments to these terms make up your Agreement. Your use of the Account or any payment on the Account indicates your acceptance of the terms of this Agreement.

As used in this Agreement, "**you**" and "**your**" mean the person who applied for this Account, the person who opened this Account, and anyone who agrees to pay for this Account. "**Us,**" "**we**" and "**our**" mean FEB and any of our successors, assigns, agents and service providers.

This Agreement begins on the earlier of 1) the date we approve your application, 2) the date you activate the Card that we issue to you for use on your Account, or 3) the first date that we extend credit to you on your Account.

1. YOUR ACCOUNT

Transactions

You may use your Account to make the following types of transactions.

A "**Purchase**" means use of your Account to buy goods and services. This can include Purchases using a card, code or other device (including an account number), whether in physical, digital or virtual form, that we may issue to you to access your Account (a "**Card**") or when your Account is used in connection with a smartphone, tablet or other electronic device, or any mobile wallet or similar application.

Using Your Account

You are responsible for any use of your Account, whether by you or any other person that you may allow to use the Account (including through use of a Card). You are responsible for all transactions made on your Account, as well as any interest charges or other amounts charged on your Account. You can use your Account to authorize a merchant or other third-party to make scheduled or recurring charges to your Account. If your Account is closed or suspended, your Account number or Card expiration date changes or you want to terminate a scheduled or recurring charge, you must contact the third-party.

Credit Limit

We will assign a credit limit to your Account. You can find your credit limit on your billing statement. We may increase, decrease or cancel your credit limit at any time, even if you pay on time and your Account is not in default. We may authorize transactions that, together with previously authorized transactions, interest and other amounts billed to you, cause your outstanding balance to exceed your credit limit. If we do, you are responsible for paying that amount.

Approving and Declining Transactions

Each transaction is subject to our approval, including those that may cause your Account balance to exceed your credit limit. If we approve any transaction that causes your Account balance to exceed your credit limit, you are still responsible for the amount charged in excess of your credit limit. We may decline any transaction for any reason, even if you have enough available credit on your Account. We may limit the number of transactions we approve for your Account in a single day.

If we detect unusual or suspicious activity, we may not approve your transactions and we may suspend or close your Account. If we approve any transaction that we deem to be illegal or a violation of this Agreement, this Agreement will still govern that transaction and you will remain liable for the transaction. We are not liable for any losses if we close or suspend your Account or we approve or decline any transaction. We are not responsible if any merchant refuses to accept your Card. We may require additional information related to your transactions in order to approve your transactions or to maintain your Account open. If the requested information is not provided within the specified time-frame, we may not approve your transactions and we may suspend or close your Account.

Foreign Currency Conversions

If you make a Purchase in a foreign currency, the credit card network (i.e., Visa, Mastercard, American Express, etc.) will convert the Purchase amount in the foreign currency into U.S. dollars using its own currency conversion procedures and send us the converted amount, unless you accept a specified amount in U.S. dollars at the time of the Purchase. The exchange rate used to convert the Purchase to U.S. dollars may differ from the rate that was in effect when you made the Purchase or when the Purchase posted to your Account. If any Purchase made in a foreign currency is returned or exchanged, the exchange rate is determined as of the date of the return or exchange.

Lost or Stolen Card and Unauthorized Use

If your Card or any other means to access your Account is lost or stolen, or you think someone used your Account without permission, contact us immediately using the Program Contact Information above and login to your Imprint app to freeze and/or reissue the physical card. You must try to prevent the unauthorized use of your Account and any Card.

You are responsible for any unauthorized use of your Card if we reasonably determine, based on substantial evidence, that you were fraudulent or negligent in the handling of the Account or the Card. You are responsible for any unauthorized use of your Card if you did not exercise reasonable care in safeguarding your Card from risk of loss of theft or, upon becoming aware of such loss or theft, did not promptly report it to us.

Rewards and Other Benefits

Your Account may offer certain rewards or other benefits described in the Rewards Program Terms and Conditions associated with the Account.

2. ANNUAL PERCENTAGE RATES AND INTEREST CHARGES

This section describes how we calculate interest on your Account in each Billing Period. A "**Billing Period**" is the period of time between each date when we create a billing statement for your Account. A Billing Period is usually 28 – 33 days.

We first describe the "Annual Percentage Rates" ("**APRs**") that may apply to your Account balances. We then describe how we calculate the "**daily balances**" on your

Account for each Billing Period, and how we calculate interest for each Billing Period on those daily balances based on the applicable APR. We also describe how we calculate the total outstanding balance owed on your Account at the end of a Billing Period (called the "**New Balance**"). Finally, we discuss the period during which you will not be charged interest on new Purchases (known as a "**grace period**") and how you can maintain (or restore) your grace period.

APRs

We use APRs to calculate interest charges on your Account. See the **Important Credit Terms** to see your APRs.

Variable APRs

A variable APR is an APR that can change each Billing Period. Each variable APR is based on the U.S. Prime Rate plus a certain percentage amount, or margin. We use the U.S. Prime Rate published by The Wall Street Journal ("WSJ") two Business Days before the last day of each Billing Period. A "**Business Day**" is Monday through Friday, excluding federal holidays. If the WSJ does not publish the U.S. Prime Rate on that day, we will use the U.S. Prime Rate published on the previous day. If the WSJ does not publish any U.S. Prime Rates, we may use the U.S. Prime Rate from another publication. Your variable APRs will increase if the U.S. Prime Rate increases and will decrease if the U.S. Prime Rate decreases, but in any event never exceed 36%. If a variable APR increases, then you may pay more interest charges and your Minimum Payment Due (as defined in Section 3) may increase. If the U.S. Prime Rate changes, any changes to variable APRs will take effect on the first day of the next Billing Period after we obtain the U.S. Prime Rate and will apply to existing balances as well as new balances added to the Account after the change. Imprint reserves the right to change or substitute the index at our sole discretion if the WSJ stops publishing the US Prime Rate or if it changes the definition of the US Prime Rate.

Calculating Your Daily Balance

To calculate the interest on your Account, we must first determine the daily balance for each transaction type.

- Your daily balance includes the amount of any Purchase as of the date the transaction posts to your Account.
- Your daily balance will reflect any reward redemption or credit to your Account the date in which that transaction posts to your Account.

The "**post**" date for a transaction that appears on your billing statement is usually the date of the Transaction, but it may be later.

To calculate the *daily balance* on your Account:

- We take the ending balance from the previous day
- We add any interest charges from the previous day (known as compounding of interest)
- We add any new Purchases and Fees (including special rate Purchase offers) as of their post date
- We subtract any payments and other credits as of their post dates applied to the Purchase balance
- We make additional adjustments as appropriate, subject to applicable law.

This gives us the daily balance for that day. If this results in a net balance that is less than $0, we treat that as if the daily balance is zero.

Calculating Interest

We use the daily balance method to determine the amount of interest charged on your Account each Billing Period. This method results in compounding interest.

For each day in the billing cycle, we multiply the daily balance amount by the daily periodic rate. The daily periodic rate is determined by dividing the applicable APR by number of days in the statement year. We then add together the interest charges for each day in the billing cycle.

Calculating Your New Balance

The "**New Balance**" is the total balance outstanding on the Account at the end of a Billing Period. To calculate the New Balance at the end of each Billing Period:

- We add any new transactions to the New Balance at the start of a Billing Period.
- We subtract any credits applied (including reward redemptions) or payments made during that Billing Period.
- We add any interest charges or fees incurred during that Billing Period.
- We make additional adjustments as appropriate, subject to applicable law.

Grace Period on Purchases

The grace period is the period during which you will not pay any interest on Purchases. Your Account will remain in a grace period if you pay the New Balance in full by the payment due date shown on your billing statement each Billing Period. If you do not pay your New Balance in full by the payment due date shown on your billing statement each Billing Period, you will lose your grace period and will pay interest on your Purchases from the date they post to your Account. If your Account has lost its grace period, you will continue to pay interest on your Purchases until you may regain grace after paying your New Balance in full by the payment due date shown on your billing statement for two (2) consecutive statement cycles.

3. PAYMENTS

Your Minimum Payment Due Each Billing Period

You must pay at least the Minimum Payment Due by the payment due date each Billing Period. The Minimum Payment Due will appear on your billing statement and includes past due amounts. There is no penalty for making your payment early nor is there a prepayment penalty.

We calculate your "**Minimum Payment Due**" by taking the larger of:

1. $25, or
2. The sum of:

a. 1% of the New Balance (excluding any billed interest or minimum interest charges and any Late Fee or Returned Payment Fee for the Billing period), and
b. Any billed interest or minimum interest charge and any Late Fee or Returned Payment Fee for the Billing Period

We then round to the nearest penny.

Minimum Payment Due may also include amounts by which you exceed your account credit line. It will not exceed the New Balance. You may pay more than the Minimum Payment Due, up to your entire Account balance, at any time. You are not permitted to prepay future Minimum Due amounts. A payment is required in each Billing Period in which there is a Minimum Payment Due. Credits, refunds and other adjustments are not considered payments and will not be applied toward your Minimum Payment Due requirement.

How We Apply Payments to Your Account

When you make a payment on your Account, we decide how to apply your payment up to your Minimum Payment Due, including, in our discretion, first to any overdue fees, interest, or principal balance, followed by any due fees, interest or principal balance and lastly any leftover amount to any non-due fees, interest, and principal. We will apply any amount that you pay first to the balance with the highest APR, then to the balance with the next highest APR, and so on, except as otherwise required by law.

Payment Instructions

You must follow the instructions below when making a payment on your Account.

- You must pay in U.S. dollars from a deposit account held at a U.S. financial institution or a single check drawn on a U.S. bank.

- You must follow any additional payment instructions shown on your billing statement.

When you are making a payment by check and sending it via physical mail:

- You must make a separate check payment for each account with the appropriate payee name written upon the check.
- You must mail your check payment to the address shown on the payment instructions on your billing statement.
- You must write your Imprint Account Number displayed at the top of your statement in the Memo Line of your check payment.

Your payment must be received by us by 11:59 pm Eastern Time on your payment due date in order to be considered timely. When your payment due date falls on a non-Business Day, we will credit payments received on your Card Account on the subsequent Business Day and consider them to have been made on the previous Business Day. We may accept payments marked or otherwise indicated as “payment in full” even when the payment does not fully satisfy the outstanding Account balance without forgoing our rights to require full payment of all amounts due.

If you follow our payment instructions, we will credit your payment as of the day we receive it. We reserve the right to reject any payments that are not made in accordance with this Agreement or the instructions that we provide. If you do not follow the instructions in this Agreement or on your billing statement, this may cause a delay in crediting your Account or we may accept your payment without losing our rights. In either case, this may result in additional interest charges to your Account. If your payment is for more than the outstanding Account balance, we may reject the payment. We may process a late payment, a partial payment or a payment marked with any restrictive language. If we do, that action will have no effect on our rights and the restrictive language will have no force or effect. Any payment that causes

your payment account link to overdraft or incur a fee is between you and your financial institution.

4. FEES

We will charge fees to your Account as disclosed in this Agreement, on your Statement, and other Truth-In-Lending Disclosures.

Annual fee: The annual fee for this product is $0.00. If applicable, the first annual fee will be billed to your Account on your first billing statement. After the first year, the annual fee will be posted to your Account on the billing statement following your Account anniversary date.

Late Payment fee: We may charge you this fee if we do not receive your payment as instructed on your Statement by the payment due date. Instances of late payments will incur the following fees: up to $27.00 for the first instance and up to $35.00 for each subsequent instance.

Returned Payment fee: We may charge you this fee each time your financial institution for any reason rejects a payment you make to us: $10.00 per instance.

Minimum Interest fee: If the interest due on your account is less than $1.00, we will charge you a Minimum Interest fee of $1.00, otherwise we will charge you the interest due on your Account. The Minimum Interest fee is in lieu of any interest charge.

Currency Conversion fee: We may charge you this fee if a purchase made with your card is made in a foreign currency and converted to U.S. dollars by the card network. The card network converts the amount of a purchase in a foreign currency into U.S. dollars by following their own procedures for conversion, as discussed in the Foreign Currency Conversions section above.

5. YOUR INFORMATION

You authorize FEB and Imprint, FEB's service provider, to share your information with the merchant partner and its affiliates, Imprint's nonaffiliated co-brand partner, for marketing purposes, even if you are declined. You also authorize FEB and Imprint to share experience and transaction information with such nonaffiliated co-brand partners and their affiliates about any account you open. If you wish to opt out of that sharing, you may do so at any time by contacting Imprint using the Program Contact Information with your desire to prevent your information from being shared. You understand that opting out may prevent you or any of your Authorized Users from receiving certain benefits that you otherwise or they would have received.

For general information on how we handle customer data, you may review our Privacy Notice that was provided with your new Account materials.

6. AUTHORIZED USERS

You can ask us to allow up to four (4) persons to use your account with a Card that we provide with that person's name ("Authorized Users"). If we approve, use of your Account by an Authorized User is subject to the terms of this Agreement. First Electronic Bank reserves the right to limit use by or remove the Authorized User from your account.

You must:

- Obtain permission from each Authorized User before naming them him or her as an Authorized User on your account.

- Make a copy of this Cardholder Agreement as well as the applicable Privacy Notices, E-Sign Agreement and Cardholder Information Sharing Notice available to each Authorized User.
- Pay us for all charges incurred by each Authorized User.
- Deactivate the Authorized User online, in the Imprint app, or by contacting us using the Program Contact Information if you wish to remove an Authorized User from your account

If we remove an Authorized User, in some cases we may close your account, open a new account and issue you a new Card.

You are responsible for any transactions made by an Authorized User on your account even if the post date shown on your statement for that transaction occurs after the date you ask us to remove the Authorized User from your account. You are also responsible for any transactions made by others if an Authorized User allows them to use your account, as well as any fees and charges resulting from those transactions made by an Authorized User or others if an Authorized User allows them to use your account. Only one periodic statement will be issued for the Account and it will be sent to you and not the Authorized User. An Authorized User cannot add other Authorized Users, adjust the credit limit or close the account.

You agree to give us certain personal information about each Authorized User. You must let each Authorized User know that you'll give us that information and you must have their permission to do so in advance. You must have permission from each Authorized User to allow us to share information about them as allowed by applicable law. This includes information we may get from you, any Authorized User and others. It also includes information about their transactions on the Account.

We report information about your account to consumer reporting agencies in the Authorized User's name. You must let each Authorized User know that we may report account information in his or her name to consumer reporting agencies and that this may appear on their credit report. This could include information about:

- Late Payments
- Overlimit Amounts
- Returned Payments; and
- Other violations of this Agreement.

7. DEFAULT AND CLOSING OR SUSPENDING YOUR ACCOUNT

We may consider any of the following as an "event of default" under this Agreement, to the extent permitted by applicable law:

- You fail to pay any Minimum Payment Due by the payment due date, in accordance with this Agreement;
- You file for bankruptcy or become the subject of a bankruptcy or some other insolvency proceeding;
- You have a returned payment;
- You fail to honor the terms of this Agreement;
- You default under any other agreement you have with us,
- You become legally incapacitated or are deceased
- You use your Account for any business purpose, including ongoing transactions related to any business operations (as your Account is intended primarily for personal use only)

If an event of default occurs, then we may take any of the following actions, subject to applicable law:

- Continue to charge you interest as long as you have an outstanding Account balance;
- Lower your credit limit;
- Decline or otherwise limit your ability to make transactions;
- Report information about your Account to the credit reporting bureaus;
- Begin collections activities;
- Require immediate payment of your total Account balance;
- Close or suspend your Account;
- Exercise any other right available under applicable law.

Your Account is intended for personal use only and may not be used for ongoing transactions related to any business operations. Continued use of your Account for business purposes may result in the closure of your Account.

We may also close or suspend your Account for any other reason, or for no reason. We may do this at any time, without notifying you, as allowed by law. We may cancel your current Card and issue you a substitute Card at any time.

You may close your Account at any time by notifying us via phone using the Program Contact Information above. If we close or suspend your Account, or if you close your Account, you are still obligated to pay any amounts you owe on the Account, even if they post to your Account after it is closed or suspended.

8. CREDIT REPORTING

You authorize us to obtain information about you, including consumer reports, from consumer reporting agencies and other third-party sources. You authorize us to use such information now and on an ongoing basis for: servicing, monitoring or collecting on your Account or enforcing this Agreement; credit line increases or decreases; offering you other financial products and services; and other uses permitted by law.

We may report information about your Account to consumer reporting agencies. Late payments, missed payments, or other defaults on your account may be reflected in your credit report.

If you (or an Authorized User) believe we have reported incorrect information about your Account to a consumer reporting agency, contact us immediately at Imprint Payments, Inc., PO Box 2047, New York, NY 10013, or using the Program Contact Information.

9. NOTICES AND COMMUNICATIONS

Contacting Us

Except as otherwise set forth in this Agreement, you may contact us with questions or other matters about your Account using the Program Contact Information above.

Communications with You

You agree that we, any other owner or servicer of your Account, may contact you through any channel of communication, for any purpose, as permitted by applicable law. You agree to provide us with and maintain a current mailing address, telephone number, and email address, and you agree to notify us immediately of any changes to that mailing address, telephone number or email address. You agree that we (and our affiliates, agents and contractors, such as debt collection agencies and service providers, and any other owner or servicer of your Account) may use the telephone number(s) and email address(es) that you provide to us to contact you for informational, servicing or collection purposes. In addition, when you provide us with a telephone number, you expressly authorize us (and our affiliates, agents and contractors, such as debt collection agencies and service providers, and any other owner or servicer of your Account) to contact you at that number by voice or text using automatic telephone dialing equipment and artificial or prerecorded voice messages. These communications may be monitored and recorded. You authorize these contacts by voice or text even if the number is a mobile phone number or converts to a mobile phone number, and even if you are charged by your service provider. These contacts by voice or text may concern debt collections, notification of potential fraud, or other Account servicing matters. This authorization covers successors, assigns, affiliates, agents and contactors.

Notices

We may send any notices to you (including by email or other electronic transmission) to any address we maintain for you in our records. Any notice that we send to you will be effective and deemed delivered as soon as we send it or when it is made available in your Imprint app or via email.

Changes to Account Information

You agree to notify us immediately of any change to your name, mailing or email address, or telephone number. If you do not, or if we ask you to verify your Account information and you cannot, we may suspend or close your Account.

10. DISPUTE RESOLUTION, AGREEMENT TO ARBITRATE AND CLASS ACTION WAIVER

This Arbitration Provision does not apply to members of the Armed Forces and their dependents who are entitled to protection under the Military Lending Act (10 U.S.C. § 987). Notwithstanding anything to the contrary in this Agreement, to the extent required by the Military Lending Act, nothing in this Agreement will be deemed a waiver of your right to legal recourse under any otherwise applicable provision of state or federal law. If you would like more information about whether you are entitled to protection under the Military Lending Act, you may contact us at the Program Contact Information above.

Please read this Arbitration Provision carefully, as it will have a substantial impact on how legal claims you and we have against each 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:

(a) 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
(b) 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:

ARBITRATION PROVISION. This Arbitration Provision does not apply to you if, as of the date of this Agreement, you are a member of the Armed Forces or a dependent of such a member entitled to protection under the Military Lending Act or if you exercise your right to reject arbitration under subsection (m) below.

(a) General: Either you or we may elect to arbitrate or require the other party to arbitrate any Claim (as defined below) under the following terms and conditions. If you or we elect to arbitrate a Claim, neither you nor we will have the right to: (i) have a court or a jury decide the Claim; (ii) participate in a class action in court or in arbitration, either as a class representative or a class member; (iii) act as a private attorney general in court or in arbitration; or (iv) join or consolidate your Claim(s) with claims of any other person. The right to appeal and the right to discovery are more limited in arbitration than in court. Other rights that you would have if you went to court may also not be available in arbitration.

(b) Definitions: The following definitions apply to this Arbitration Provision, even if terms defined in this Arbitration Provision are defined differently elsewhere in this Agreement: (i) “We,” “us” and “our" mean First Electronic Bank or any subsequent holder of this Agreement. Also, these terms include the parents, subsidiaries, affiliates and successors of such company, as well as the officers, directors, agents and employees of any of the foregoing. These terms also include any party named as a co-defendant with us in a Claim asserted by you, such as marketing companies, credit bureaus, credit insurance companies, credit card or loan servicers and debt collectors. “You,” “your" and “yours” include each and every Cardholder or Authorized User. (ii) “Administrator” means the American Arbitration Association (“AAA”), 1633 Broadway, 10th Floor, New York, NY 10019, www.adr.org, 800-778-7879; JAMS, 620 Eighth Avenue, 34th Floor, New York, NY 10018, www.jamsadr.com, 800-352-5267; or any other company selected by mutual agreement of the parties. The party initiating an arbitration may select either AAA or JAMS as the Administrator. If both AAA and JAMS cannot or will not serve and the parties cannot agree on another Administrator, the Administrator will be selected by a court. Notwithstanding any language in this Arbitration Provision to the contrary, no arbitration may be administered, without the consent of all parties to the arbitration, by any Administrator that has in place a formal or informal policy that would purport to override subsection (d) below, captioned “No Class Actions” (the “Class Action Waiver”). (iii) “Claim” means any claim, dispute or controversy between you and us that in any way arises from or relates to this Agreement or the Account, including disputes arising from actions or omissions prior to the date of this Agreement. “Claim” has the broadest reasonable meaning, and includes initial claims, counterclaims, cross-claims and third-party claims. It includes disputes based upon contract, tort, consumer rights, fraud and other intentional torts, constitution, statute, regulation, ordinance, common law and equity (including any claim for injunctive or declaratory relief) and disputes about the validity, enforceability, coverage or scope of this Arbitration Provision or any part thereof (including, without limitation, the Class Action Waiver, the final sentence in subsection (i) under the caption “Survival, Severability, Primacy” and/or this sentence). Claim does not include any individual action brought by you or us in small-claims court or your state’s equivalent court, unless such action is transferred, removed, or appealed to a different court.

(c) Starting or Demanding Arbitration: To start an arbitration, the party asserting the Claim (the “Claimant”) must commence the arbitration in accordance with the Administrator's rules. To require arbitration of a Claim, the party defending the Claim (the “Defending Party”) must give the Claimant a written demand for arbitration. This demand may be given after a lawsuit has been filed and may be given in papers or motions in the lawsuit. If an arbitration is commenced or an arbitration demand is

given, the Claim shall be resolved by arbitration under this Arbitration Provision and the applicable rules of the Administrator then in effect.

(d) No Class Actions: Notwithstanding any language herein to the contrary, if you or we elect to arbitrate a Claim, neither you nor we will have the right to: (i) participate in a class action in court or in arbitration, either as a class representative, class member or otherwise; (ii) act as a private attorney general or in any representative capacity in court or in arbitration; or (iii) join or consolidate Claims by or against you with claims by or against any other person, and the arbitrator shall have no authority to conduct any such class, private attorney general or multiple-party proceeding.

(e) Location and Costs: Any arbitration hearing that you attend will take place in a location that is reasonably convenient for you. If you cannot obtain a waiver of the Administrator's or arbitrator's filing, administrative, hearing and/or other fees, we will consider in good faith any request by you for us to bear such fees. We will pay for our own attorneys, experts and witnesses and will pay the reasonable fees and charges of your attorneys, experts and witnesses if and to the extent you prevail in the arbitration. Even if you do not win the arbitration, we will pay any of the Administrator's or arbitrator's filing, administrative, hearing and/or other fees, and the fees and charges of your attorneys, experts and witnesses, if and to the extent we are required to pay such fees and charges by law or the Administrator’s rules. We may also pay such fees and charges at our option if doing so is necessary to make this Arbitration Provision enforceable.

(f) Arbitrator Selection: The arbitrator will be appointed by the Administrator in accordance with the rules of the Administrator. However, unless the parties agree otherwise, the arbitrator must be a retired or former judge or a lawyer with at least 10 years of experience.

(g) Effect of Arbitration Award: Any court with jurisdiction may enter judgment upon the arbitrator's award. The arbitrator's award will be final and binding, except for: (1) any appeal right under the Federal Arbitration Act, 9 U.S.C. §1 et seq. (the “FAA”); and (2) Claims involving more than $50,000. If permitted by the Administrator’s rules, for Claims involving more than $50,000, any party may appeal the award to a three-arbitrator panel appointed by the Administrator, which will reconsider any aspect of the initial award that is appealed. The panel's decision will be final and binding, except for any appeal right under the FAA. The costs of any appeal will be borne in accordance with subsection (e) above, captioned “Location and Costs.” No arbitration award will have any preclusive effect on issues or claims in any subsequent proceedings beyond the Claims at issue in the arbitration.

(h) Governing Law: This Agreement governs transactions involving interstate commerce and accordingly this Arbitration Provision shall be governed by the FAA and not by any state law concerning arbitration. The arbitrator shall follow applicable substantive law to the extent consistent with the FAA, applicable statutes of limitation and repose and privilege rules that would apply in a court proceeding, and shall be authorized to award all remedies available in an individual lawsuit under applicable substantive law, including, without limitation, compensatory, statutory and punitive damages (which shall be governed by the constitutional standards applicable in judicial proceedings), declaratory, injunctive and other equitable relief, and attorneys' fees and costs, subject to applicable law governing the relief available in the arbitration. Upon the timely request of either party, the arbitrator shall write a brief explanation of the basis of his or her award. The arbitrator will follow rules of procedure and evidence consistent with the FAA, this Arbitration Provision and the Administrator's rules.

(i) Survival, Severability, Primacy: This Arbitration Provision shall survive the termination of this Agreement, your fulfillment or default of your obligations under this Agreement and/or your or our bankruptcy or insolvency (to the extent permitted by applicable law). In the event of any conflict or inconsistency between this Arbitration Provision and the Administrator's rules or other provisions of this Agreement, this Arbitration Provision will govern. If any portion of this Arbitration

Provision, other than the Class Action Waiver, is deemed invalid or unenforceable, the remaining portions shall nevertheless remain in force. If a determination is made with respect to any Claim that the Class Action Waiver is unenforceable, only this sentence of the Arbitration Provision will remain in force and the remaining provisions shall be null and void, provided that the determination concerning the Class Action Waiver shall be subject to appeal.

(j) Amendment/Termination: Notwithstanding any provision of this Agreement to the contrary, we will not amend this Arbitration Provision in a manner that adversely affects your rights or responsibilities in a material manner unless we give you a right to reject the amendment and/or the Arbitration Provision in its entirety.

(k) Notice and Cure: Prior to initiating a lawsuit or arbitration regarding a Claim, the Claimant shall give the Defending Party written notice of the Claim (a "Claim Notice") and a reasonable opportunity, not less than 30 days, to resolve the Claim on an individual basis. Any Claim Notice to you shall be sent in writing by mail to the address for you maintained in our records. Any collection letter we send to this address shall be deemed to be a Claim Notice. Any Claim Notice to us shall be sent to us by certified mail, return receipt requested, at First Electronic Bank, 2150 S 1300 E, Ste 400, Salt Lake City, UT 84106 (or such other address as we subsequently provide you). Any Claim Notice you send must provide your Account Number and telephone number. Any Claim Notice must explain the nature of the Claim and the relief that is demanded. Upon receipt of a Claim Notice, we will credit your Account for the standard cost of a certified letter.

(l) Special Payment: If (i) you submit a Claim Notice on your own behalf (and not on behalf of any other party) in accordance with subsection (k), captioned "Notice and Cure" (including the timing requirements thereof); (ii) we refuse to provide you with the relief you request; and (iii) an arbitrator subsequently determines that you were entitled to such relief (or greater relief), the arbitrator shall award you at least $7,500 in addition to the attorney, witness and expert fees and costs to which you are entitled.

(m) RIGHT TO REJECT ARBITRATION: You may reject this Arbitration Provision by sending us a written rejection notice in accordance with this subsection (m). We must receive the rejection notice within 60 days after we issue you an Imprint Credit Card. You may not reject arbitration by phone or by any method other than the method described in this subsection (m). For a rejection notice to be valid and effective, it must: (i) state that you (or both or all of you, if more than one) wish to reject the Arbitration Provision; (ii) state your name, address and Account number; and (iii) be signed by you (or both or all of you, if more than one). If you reject this Arbitration Provision, that will not affect any other provision of this Agreement.

11. **MILITARY LENDING ACT**

The Military Lending Act (10 U.S.C. § 987) provides protections for certain members of the Armed Forces and their dependents ("**Covered Borrowers**"). This section applies to Covered Borrowers.

Statement of Military APR

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(s) may not exceed an annual percentage rate of 36 percent. This rate must include, as applicable to the credit transaction or account: The costs associated with credit insurance premiums; fees for ancillary products sold in connection with the credit transaction; any application fee charged (other than certain application fees for

specified credit transactions or accounts); and any participation fee charged (other than certain participation fees for a credit card account)

Oral Disclosures: To hear the Military Lending Act Information or find out if you are a Covered Borrower, call 1- 877-820-0652 .

Applicability of Arbitration Provision: The Arbitration Provision set forth in this Agreement does not apply to you if, as of the date of this Agreement, you are a Covered Borrower.

12. AMENDMENT

We may change the terms of this Agreement for any reason and at any time, subject to applicable law. This includes changes to APRs and fees that apply to your Account, and adding, replacing, or deleting terms of this Agreement. We will provide you notice of changes to this Agreement if required to do so by law. We may communicate amendments to this agreement to you via mail, email or other electronic means, or included in your monthly billing statements as permitted by law.

13. MISCELLANEOUS

No Warranty Regarding Merchant Goods or Services

We are not responsible for the quality, safety, legality, timeliness, or any other aspect of any goods or services you purchase with your Card.

Assignment

We may sell, assign or transfer your Account or any of our rights and obligations under this Agreement to a third-party. You may not sell, assign or transfer your Account or any of your obligations under this Agreement.

Collection Costs

If we refer the collection of your Account to an attorney who is not our salaried employee, you will be liable to us for our legal costs as allowed by law. These costs may include reasonable attorneys' fees and the costs and expenses of any legal action.

Unforeseen Circumstances

Access to your Account, including the use of your Card, and other services that we may offer, might be unavailable from time to time due to circumstances beyond our control (such as fires, floods, natural disasters, system failures or other unpredictable events). We are not responsible or liable if this happens.

Language

The section headings in this Agreement are for convenience only and do not in any way define or limit your or our rights or obligations in this Agreement. As used in this Agreement, the terms "including" or "includes" mean "including, but not limited to" or "includes but is not limited to."

Enforcement of Agreement

If any provision of this Agreement is found to be unenforceable, all other provisions of the Agreement will remain in full force effect.

No Waiver

We will not waiver or lose our rights under this agreement because we fail to enforce at any time any of the provisions of this Agreement, to exercise any election or option provided in this Agreement, to require at any time your performance of any of the provisions of this Agreement, or to enforce our rights under applicable law.

14. **YOUR BILLING RIGHTS**

YOUR BILLING RIGHTS: KEEP THIS DOCUMENT FOR FUTURE USE

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

WHAT TO DO IF YOU FIND A MISTAKE ON YOUR BILLING STATEMENT

If you think there is an error on your billing statement, write to us at:

Imprint Payments, Inc.
PO Box 2047
New York, NY 10013

In your letter, give us the following information:

- **Account information**: Your name and Account number.
- **Dollar amount**: The dollar amount of the suspected error.
- **Date of transaction(s)**: The date(s) on which the suspected error(s) occurred.
- **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 billing statement.
- At least 3 business days before an automated payment is scheduled, if you wish 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 billing statement, and we may continue to charge you interest on that amount.
- While you do not have to pay the amount in question, you are responsible for the remainder of your balance.
- We can apply any unpaid amount against your credit limit.

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

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

If you receive our explanation but still believe your bill is wrong, you must write to us within 10 business 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.

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 Imprint Payments, Inc., PO Box 2047, New York, NY 10013, or using the Program Contact Information.

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.

15. **GOVERNING LAW**

This Agreement is governed by and construed in accordance with the laws of the United States. To the extent any state laws apply to this Agreement, this Agreement will be governed by the laws of the state of Utah. This Agreement is not valid until accepted by us in Utah, and any credit extended to you is extended in and from Utah, regardless of where you reside or use your Account. You agree that if a dispute arises and you file suit against us, services of process on us must be made only at First Electronic Bank's main office in Salt Lake City, Utah.

16. STATE SPECIFIC NOTICES

CALIFORNIA RESIDENTS

If you are married, you may apply for a separate account.

After credit approval, each applicant shall have the right to use the Account up to the limit of the Account.

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

You have the right under Maryland Commercial Law Code Section 12-510 to receive an answer to a written inquiry concerning the status of your Account.

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

All provisions of this agreement are valid, enforceable and applicable in New Jersey.

NEW YORK RESIDENTS

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.

OHIO RESIDENTS

The Ohio laws against discrimination require that all creditors make credit equally available to all creditworthy 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 RESIDENTS

If there are any improprieties in making the loan or loan practices, please contact the SD Division of Banking: South Dakota Division of Banking 1714 Lincoln Ave, Suite 2 Pierre, SD 57501 (605) 773-3421.

WISCONSIN RESIDENTS

No provision of any marital property agreement, unilateral statement under Section 766.59 of the Wisconsin statutes or court order under Section 766.70 adversely affects the interest of the creditor, unless the Bank, prior to the time credit is granted is furnished a copy of the agreement, statement or decree or has actual knowledge of the adverse provision when the obligation to the Bank is incurred.

17. **USA PATRIOT ACT NOTICE**

To help the 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. What this means for you: When you open an Account, we will ask for your name, address, birthday, and other information that will allow us to identify you. We may also ask to see other identifying documents.

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