# Credit First National Association ("CFNA") Pricing Information Sheet for its Consumer Credit Cards

This "Pricing Information Sheet", along with the "Credit Card Application," the "Account Opening Disclosure," and the "Credit Card Contractual Terms" are all collectively part of your "Card Agreement".

INTEREST RATES AND INTEREST CHARGES	
Annual Percentage Rate (APR) for Purchases	34.990%
Penalty APR and When it Applies	39.990%
	This APR may be applied to your account if you:
	Fail to make a payment when required;
	2. Make two late payments in any 12 month period
	3. Make a payment that is returned; or
	4. Do any of the above on another account you have with us.
	How long will the Penalty APR Apply? If your APRs are increased for any of these reasons, the Penalty APR will apply until you make six consecutive minimum payments when due.
How to Avoid Paying Interest	Your due date is at least 23 days after the close of each Billing Cycle. We will not charge you interest on purchases if you pay your entire balance by the Payment Due Date each month.
Minimum Interest Charge	If you are charged interest, the charge will be no less than \$2.
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 <a href="http://www.consumerfinance.gov/learnmore">http://www.consumerfinance.gov/learnmore</a>
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FEES	
Annual Fee	None
Penalty Fees  Late Payment Fee Returned Payment Fee	Up to <b>\$41</b> Up to <b>\$41</b>
Other Fees	Up to \$5.99 Up to \$30, depending upon delivery time requested

**How We Will Calculate Your Balance:** We use a method called "Average Daily Balance (including new purchases)." See the Interest Charges section below for more details.

**Billing Rights:** Information on your rights to dispute transactions and how to exercise those rights is provided within this disclosure.

The information about costs of the card described above and in the Card Agreement is accurate as of August 1, 2024. This information may have changed after that date. To find out what may have changed, please write us at: Credit First National Association, Customer Service, P.O. Box 81315, Cleveland, Ohio 44181-0315.

The Daily Interest Rate that applies to your Revolving Balance is 0.095% (corresponding APR 34.990%).

**Deferred Interest Promotional Credit Plan:** Each individual purchase transaction of \$149 or more that is made with a participating retailer where you use either the CFNA Mastercard or the CFNA Private Label (each a "Qualified Purchase"), will qualify for repayment under our six-month "Deferred Interest Promotional Credit Plan" as further described within this disclosure and your Credit Card Contractual Terms. Interest will be waived if the Qualified Purchase is paid in full within six months of the Transaction Date (the "Promotional Period"). If your Qualified Purchase is not paid in full at the end of the Promotional Period, then interest (calculated via the Daily Interest Rate stated above) will be imposed from the original Transaction Date.

**Minimum Interest Charge** will be charged for any Billing Cycle in which an Interest Charge less than the amount described above would otherwise be imposed.

**Late Payment Fee** will be charged if you did not make the Minimum Payment by the Payment Due Date. The amount will be the lesser of \$30 or the Minimum Payment Due. If you did not make the Minimum Payment in any of the six prior Billing Cycles by the Payment Due Date, then the amount will be the lesser of \$41 or the Minimum Payment Due.

**Returned Payment Fee** will be charged if you have a Returned Payment for any reason. The amount will be the lesser of \$30 or the Minimum Payment Due. If you had one or more Returned Payments for any reason in any of the six prior Billing Cycles, then the amount will be the lesser of \$41 or the Minimum Payment Due.

**The Minimum Payment Due:** For each Billing Cycle, you promise to pay the total Minimum Payment Due by the Payment Due Date. The total Minimum Payment Due is the greater of:

- (A) 4.4% of the New Balance (rounded up to the nearest whole dollar) plus all past due amounts and any Late Payment Fee, Returned Payment Fee, or other unpaid fees incurred during the previous Billing Cycle; or
- (B) \$29 (or any lesser amount \$29 needed to pay your Account balance in full). We will also add any amounts provided as part of a promotional plan. The Deferred Interest Promotional Credit Plan requires minimum monthly payments. The New Balance used to determine your Minimum Payment Due includes Regular Credit Plan transactions and Promotional Plan balances (see the Credit Card Contractual Terms for further information).

The Total Minimum Payment Due will never be more than the New Balance. If you pay more than the Total Minimum Payment Due but less than the Outstanding Balance, you are still required to pay the Total Minimum Payment Due in the next Billing Cycle.

We may change APR, Fees, and other terms at any time and for any reason in accordance with the Card Agreement and applicable law.

IMPORTANT INFORMATION ABOUT PROCEDURES FOR OPENING A NEW ACCOUNT: To help the government fight the funding of terrorism and money laundering activities, Federal law requires Credit First National Association ("CFNA") to obtain, verify and record information that identifies each person who opens a new account. What this means for you: When you open an account, we will ask for your name, address, date of birth, and other information that will allow us to identify you. We may ask to see your driver's license or other identifying documents.

With respect to this application, I acknowledge that:

- This Credit Card Application is submitted to obtain credit up to the limit for which I/we qualify, and I/we agree that my/our Account is only intended for personal, family, or household purposes.
- CFNA is authorized to check my/our employment history and to ask questions about my/our credit experiences.
- Without limiting the foregoing, I/we authorize CFNA to make inquiries (including requesting reports from consumer credit reporting agencies and other sources) to verify my/our identity, income, and employment and to determine my/our eligibility for credit, and subsequently in connection with any extension of credit, update, renewal, review or collection of my/our account or for any other legal purpose.
- I/We understand that, on my/our request, CFNA will tell me/us whether or not CFNA requested a credit report and the names and addresses of any credit bureaus that provided such reports.
- I/We also authorize CFNA to release information to others about my/our credit history with CFNA.

- I/We understand that CFNA may report information about my/our account to credit bureaus. Late payments, missed payments, or other defaults on my/our account may be reflected in my/our credit report.
- I/We understand and agree that by providing CFNA with a wireless telephone number, I/we are providing express written consent to receiving autodialed and prerecorded message calls from CFNA or its servicers, its assignees, or its third party debt collectors at this number.
- I/We authorize CFNA, its servicers, assignees, or third-party debt collectors to contact me/us by telephone, mail, e-mail, fax, prerecorded message, automated voice, text message, digital, computerized, or other means allowable by law regarding my/our Account. *Message and data rates may apply, and message frequency varies*.
- I/We also agree that by providing my/our mobile telephone number, I/we are also consenting to receive autodialed and prerecorded message calls from CFNA or its servicers, its assignees, or its third-party debt collectors at that number.

**Military Lending Act Notice:** Federal law provides important protections to members of the Armed Forces and their dependents relating to extensions of consumer credit. In general, the cost of consumer credit to a member of the Armed Forces and his or her dependent may not exceed an annual percentage rate of 36 percent. This rate must include, as applicable to the credit transaction or account: The costs associated with credit insurance premiums; fees for ancillary products sold in connection with the credit transaction; any application fee charged (other than certain application fees for specified credit transactions or accounts); and any participation fee charged (other than certain participation fees for a credit card account).

Members of the Armed Forces and their dependents are under no duty to waive their right to legal recourse under any applicable provision of Federal or State law, including any provision of the Servicemembers Civil Relief Act. Members of the Armed Forces and their dependents are not required to submit to arbitration as described below or elsewhere in this Agreement. You may contact us toll-free at 855.209.0588 for information about the Military Annual Percentage Rate and/or your payment schedule.

I/we also understand that the Card Agreement includes an Arbitration Section that allows me/us or CFNA to resolve by arbitration claims arising from or related to the Card Agreement and my/our Account through the American Arbitration Association. This Arbitration Section does not apply to any of CFNA's regular Account collection efforts. The Arbitration Section will prevent me/us and CFNA from having claims resolved by a judge or jury and prevent me/us from participating as a representative or member of any class of claimants for claims subject to arbitration. Other rights available in court may also not be available in arbitration. I/We can reject the Arbitration Section within 30 days after CFNA opens my/our Account as explained in the Credit Card Contractual Terms.

**LOAN APPLICATION CERTIFICATION:** By signing the Credit Card Application, using the signature capture device, and/or through my/our electronic consent, I/we agree that everything stated in this Credit Card Application is correct to the best of my/our knowledge and I/we have been provided a copy of and have read and agree to the terms and conditions set forth in the Credit Card Application, and Pricing Information Sheet. I/We also acknowledge and agree that other related documents will also govern the use of my/our Account including, but not limited to, the Account Opening Disclosure, the Credit Card Contractual Terms, and the Promotional Plan Terms.

## Credit First National Association Credit Card Contractual Terms

**Welcome To Your Account.** Please take a moment to read these "Credit Card Contractual Terms" as it contains important information about your Credit Card Account with us. These Credit Card Contractual Terms, along with the "Credit Card Application," "Pricing Information Sheet," and the "Account Opening Disclosure" are all collectively part of and will hereinafter be referred to as your "Card Agreement" and covers the use of your Credit Card Account ("Account") with us. We've agreed to lend you money as described in this Card Agreement, and you agree to pay us back, along with interest charges and fees. You accept the terms of this Card Agreement by opening or using your Account to make any purchases or payments to it. Please read this Card Agreement carefully and save it for future reference.

**Parties To This Credit Card Agreement.** This Credit Card Agreement is made between Credit First National Association, a national banking association located at 6275 Eastland Rd., Brook Park, Ohio 44142 ("CFNA") ("we," "us," and "our"), and the Account holder, whose information is located on the Credit Card Application ("you" and "your").

**Contacting Us**. Unless stated otherwise in this Card Agreement, you may contact us at the address shown on your statement or the phone number on the back of your Card.

#### Definitions.

Authorized User. Is someone whom you have given access to use your Card and/or Account.

**Billing Cycle.** The interval between statement closing dates. Each statement shows a closing date. The statement closing date is the last day of the Billing Cycle for that statement.

**Card.** The credit card we may issue to use your Account.

New Balance. The Outstanding Balance as of a statement closing date.

**Outstanding Balance.** The sum of all unpaid amounts, including purchases, cash advances, interest, fees and any other amounts that you may owe us.

**Overview of Account.** Your Account may be divided into two or more balances. Different terms may apply to different balances.

Payment Address. The address where you mail your payment. It is located on your Payment Stub.

Payment Due Date. The date the Total Minimum Payment Due is due to us. It is shown on your statement.

**Payment Stub.** The portion of your statement that is to be returned with your payment.

**Pricing Information Sheet.** A summary of your Account's Annual Percentage Rates ("APRs"), fees and other important information.

**Using Your Account.** If your Card has a Mastercard logo on the front of it, your Card and Account may be used wherever Mastercard is accepted within the United States. If your Card <u>does not</u> contain a Mastercard logo, please go to <u>www.cfna.com</u> to determine where your Card and Account can be used. In all cases, you promise that you will use your Account only for lawful personal, family or household purposes and not for business, commercial, agricultural, lottery or gambling purposes, or for any illegal activity. You may not use the Card to obtain a cash advance, cash withdrawal, including cash back, money transfer, quasi-cash such as cryptocurrency, or prepaid/stored value cards. You will only use the Card in the United States of America and United States Territories, at merchant locations that honor the Card. International transactions will not be permitted. We are not responsible if anyone does not allow you to use your Account.

#### Credit Plans and Promotions.

Regular Credit Plan. You may use your Account and Card for transactions that may or may not be subject to Promotional Credit Plan terms ("Regular Purchases"). Any balance of transactions not subject to Promotional Credit Plan terms will be part of your regular credit plan and treated as your "Revolving Balance."

Promotional Credit Plans. At our option, we may offer Promotional Credit Plans for all or a part of any balances. Any Promotional Credit Plan offered may apply for a limited period. Your promotional terms will end when the promotional period expires. Promotional Credit Plan terms temporarily modify certain terms of this Agreement for qualifying purchases, and all other terms of this Agreement remain unchanged. Any temporary modification of Agreement terms for Promotional Credit Plans will not limit or affect any other rights we have under this Agreement or applicable law. If a promotional offer is a deferred interest offer, no interest charges will be imposed on the deferred interest balance if you pay the promotional balance in full by the end of the promotional period; however, if you do not pay the promotional balance in full by the end of the promotional period, we will impose interest charges on the promotional balance at the APR for regular purchases from the date of purchase. In addition, the promotional balance may become subject to the Penalty APR if payments are not made in accordance with this Agreement.

**Promise to Pay.** When you use your Account, or let someone else use it, you promise to pay the total amount of the purchase, as well as any interest, fees or other amounts that you may owe us. We may limit or close your Account, but the terms of this Agreement will apply until you pay the Account in full.

Credit Limit. We will assign a Credit Limit to your Account. A Credit Limit is the amount of credit we will extend to your Account. Your Credit Limit is provided with your Card and on each of your statements, although a portion of your available credit may be inaccessible until we confirm that your payment(s) have been honored. You promise to use your Account only to the Credit Limit. If you attempt to make a purchase that will cause you to exceed your Credit Limit, we may authorize the

transaction without increasing your Credit Limit. If you exceed your Credit Limit (whether through an authorized purchase or the accumulation of interest, fees, and/or other charges), you will remain liable for all amounts payable under this Agreement, including such interest, fees, and/or other charges. We can adjust your Credit Limit at any time.

**Fees**. You agree to pay the following fees. You will find the specific fee amounts listed in the Pricing Information Sheet.

- Late Payment Fee. This fee may be charged each time we do not receive the Total Minimum Payment Due by the Payment Due Date. This fee will be charged to your Revolving Balance and will equal an amount up to the amount described in the Pricing Information Sheet. However, the Late Payment Fee will never exceed the amount of your required Minimum Payment to which the Late Payment Fee relates. Any Late Payment Fee assessed will be added to the Revolving Balance on your Account.
- Returned Payment Fee. If your payment by check, ACH, electronic debit or other instrument is dishonored by your bank
  or must be returned for any reason, we may charge a Returned Payment Fee to the Revolving Balance of your Account.
  However, the Returned Payment Fee will never exceed the amount of your most recent required Minimum Payment.
- Paper Statement Fee. You may be charged the Paper Statement Fee identified in the Pricing Information Sheet for each monthly paper statement we send, plus an additional Paper Statement Fee for each additional paper statement you request, unless you choose to enroll in paperless status. Upon opening your Account, we automatically provide you with access to electronic versions of current and past account statements and other documents through our online banking website. These online statements are an electronic version of the paper statements that would be sent to you otherwise in the mail. In addition to viewing them, you can download them, save them, or print them at your convenience. If you are enrolled in paperless status, we will send you an email every month reminding you that your statement is available for viewing online. Lastly, if there are changes to account terms and conditions, other legal notifications, or other documents available for your account, they will also be presented online, along with your account statements. Remember, paperless settings may take up to one month before it becomes effective.
- Rush Plastic Delivery Fee. Our standard delivery method for Cards is up to ten business days. If you ask us to rush deliver a Card to you for any reason, and we are able to do so, you agree to pay the amount provided to you at the time of the request.
- Card Replacement Fee. If you request a replacement Card, we may charge you a fee for the replacement Card.

Interest Charges – Average Daily Balance (including new purchases). The total interest charge is the sum of interest charges for each type of balance on your Account. We figure the interest charge for each type of balance on your Account by applying the Daily Interest Rate to the "Average Daily Balance" (or "ADB"). Then, we multiply this amount by the number of days in the Billing Cycle. The Daily Interest Rate is calculated as 1/365 of the APR.

Interest charge = Daily Interest Rate x ADB x number of days in the Billing Cycle.

ADBs for each type of balance are calculated separately, starting with the beginning balance on the first day of each Billing Cycle. To get the ADB for each type of balance, we take the beginning balance each day and add any new purchases and fees. Except for the first day of each Billing Cycle, we add interest equal to the previous day's balance multiplied by the daily periodic rate. (This means interest is compounded daily.) Then, we subtract any payments or credits. This gives us the daily balance. Any daily balance that is a credit balance will be treated as zero. Then, we add up all the daily balances for the Billing Cycle. We divide this amount by the number of days in the Billing Cycle. This gives us the ADB.

ADB = sum of daily balances ÷ number of days in the Billing Cycle.

**Prime Rate**. If you have a variable rate credit card, your Daily Interest Rate and the variable APR may increase or decrease depending upon if the "Prime Rate" changes. We calculate variable rate APRs by adding a margin (described in your Pricing Information Sheet) to the Prime Rate published in the money rates table of *The Wall Street Journal* on the 25th day of December, March, June, and September. If the Prime Rate is not published on that day, then we use the immediately preceding edition. Any changes to your APR due to a change in the Prime Rate will take effect on the first day of your billing

periods that begin in February, May, August, and November. Any increase in the Prime Rate may increase your Interest Charges and your Minimum Payment. An increase or decrease in the APR will increase or decrease the total amount of interest you pay. It may also increase or decrease the Total Minimum Payment Due.

When We Charge Interest. Unless stated otherwise below, we begin charging interest on a purchase or interest charge on the date the purchase or interest charge posts to your Account. We begin charging interest on a fee(s) the first day the fee posts to your Account, even if it relates back to a previous Billing Cycle. In addition, any interest which may have been waived and/or not charged by Us due to the receipt of a payment that is later deemed insufficient and/or rejected for any reason will result in the re-application of that interest to your Account from the date the charge originally posted to your Account.

**How To Avoid Paying Interest on Purchases.** To avoid paying interest on new Purchases you have to pay your entire New Balance by the Due Date on your statement each Billing Period. Please note that Promotional Credit Plan purchases may modify this requirement (see Promotional Credit Plan paragraph above).

**Minimum Interest Charge.** If you are charged interest in a Billing Cycle, the charge will be no less than the amount disclosed in the Pricing Information Sheet.

**Total Minimum Payment Due**. For each Billing Cycle, you promise to pay the Total Minimum Payment Due by the Payment Due Date. The calculation for the Total Minimum Payment Due is described in your Pricing Information Sheet.

The Total Minimum Payment Due will never be more than the New Balance. If you pay more than the Total Minimum Payment Due but less than the Outstanding Balance, you are still required to pay the Total Minimum Payment Due in the next Billing Cycle.

Monthly Statements and Billing Cycles. We will send you a Statement at the end of each Billing Cycle in which: (i) your Account has a balance of \$1 or more, (ii) an Interest Charge is imposed, or (iii) applicable law requires us to send a Statement. We send only one Statement for your Account each month. Each Statement will show, among other things, the date on which the most recent Billing Cycle ended (the "Statement Closing Date" of the Billing Cycle), Previous Balance, Payments and Credits, Transactions, Interest Charges, other Fees and Charges, Payment Due Date, New Balance, Minimum Payment Due, and each qualifying promotional purchase made during the most recent Billing Cycle (if applicable).

### Method of and Payment Instructions. Follow these instructions when making a payment:

You may pay all or part of your Statement Balance at any time. However, you must pay at least the Minimum Payment Due by the payment due date each billing cycle. If paying by mail, send your personal check or money order, payable in U.S. dollars, along with the payment coupon to CFNA at the payment address shown on your Statement. Payments received by 5PM Eastern Time (ET) at the payment address shown on your statement will be credited as of the business day of receipt. If received after 5PM ET, the payment will be credited as of the next business day. Payments made through the CFNA website (<a href="https://www.cfna.com">www.cfna.com</a>), Interactive Voice Response System (IVR, self-service option), our mobile app, or through a CFNA representative prior to 11:59PM ET will be credited as of the same business day; however, Payments made after 5PM ET may not be reflected on your account for up to 1-2 business days. Follow all of the instructions for making a payment specified on your Statement. Any payment that does not conform to these requirements may not be credited to your Account for up to five days or may be rejected.

All check payments must be issued by a legitimate U.S. based bank registered to do business in the U.S. Do not send cash. You agree not to send us any check marked "payment in full" or with similar terms or conditions. If you do, the check must be sent to our Dispute Resolution Department at a separate address for Inquiries specified on your Statement. You agree we can accept such checks as late or partial payments without losing our right to receive the full amount owing on your Account. Some of your available line of credit may be held at our discretion, until your payment is honored.

Application of Payments. We apply payments first to previously billed Interest Charges and Fees, then to your purchases. The application of payments may be amended by Promotional Credit Plans. Except as otherwise prohibited, we will apply payments greater than the required Minimum Payment amount to balances on your Account in a way that is deemed appropriate by us. We will also follow the requirements of applicable law when allocating your payments. For credits that we apply to your account other than payments, we will apply them in a way that is deemed appropriate by us, except as may be required by applicable law. For deferred interest Promotional Credit Plan(s), when a payment is received during the two Billing Cycles immediately preceding the expiration of that Promotional Credit Plan, we will apply any amount in excess of your required minimum payment first to that expiring Promotional Credit Plan balance. If multiple deferred interest Promotional Credit Plan balances become due in the same Billing Cycle, we will apply any amount in excess of your required

minimum payment to the deferred interest Promotional Credit Plan balances in order from the oldest to the newest based on the purchase date.

**Cancellation**. We may close your Account at any time and for any reason. You may also close the Account at any time by contacting us. You must still repay the balance owed according to the terms of this Agreement. If we close the account, notice may be provided to only one Account Holder.

**Authorized Users**. We may require certain information about the Authorized User and may limit the Authorized User's ability to use the Card and Account. The Authorized User may have access to information about your Account. You will be responsible for the Authorized User's use of the Account and anyone else that the Authorized User allows to use your Account, even if you did not want, or agree to, that use.

If you want to remove an Authorized User from your Account, you must contact Us. You also must immediately destroy all Cards in their possession and cancel any arrangements they may have set up on your Account. The Authorized User will be able to use your Account until you have notified us that you are removing them from your Account. During this time, you will still be responsible for all amounts they charge to your Account. You will be responsible even if these amounts do not appear on your Account until later. Authorized Users may remove themselves from your Account upon request. We reserve the right to remove them from your Account for any reason. To remove them from your Account, we may cancel your existing Cards and issue a new Card with a new Account number.

Contacting You. By providing us with any phone number, you are expressly consenting permission to contact you at that number about all of your CFNA accounts. You give consent to allow us to contact your past, present and future phone service providers to verify the information you have provided against their records. You agree that your phone service providers may verify any phone numbers you have supplied to the name, address, and status on their records. In order for us to service your Account or to collect any amounts you may owe, you agree that we may contact you using any contact information related to your Account, including any number (i) you have provided to us, (ii) from which you called us, or (iii) which we obtained and reasonably believe we can reach you. We may use any means to contact you. This may include contact from companies working on our behalf to service your Accounts. This may include automated dialing devices, prerecorded/artificial voice messages, mail, e-mail, text messages and calls to your mobile, wireless or similar device or Voice over Internet Protocol (VoIP) service, or any other data or voice transmission technology. You are responsible for any service provider charges as a result of us contacting you. You agree to promptly notify us if you change any contact information you provide to us. This includes your name, mailing address, e-mail address(es), or phone number(s). We will consider your current address and state of residence to be the same as the billing address we maintain in our records. You agree to notify us of any change in your name, residence, or billing address by writing to us at the address shown on your Statement. Any notices required by law shall be deemed received if mailed to your current address, or if you are enrolled in paperless status, are emailed to you or posted to your online account. Message and data rates may apply and message frequency varies. We may monitor and/or record telephone calls between you and us for quality assurance. You agree that monitoring and/or recording may be done and that no additional notice to you or additional approval from you is needed.

Our customer outreach program may alter the message frequency sent at any time, so as to increase or decrease the total number of sent messages. You may opt-out of SMS at any time. To do so, text STOP, END, CANCEL, UNSUBSCRIBE, or QUIT to our short code. Message and data rates may still apply.

**SMS Fraud Alert Text Messages.** CFNA may employ a fraud alert text messaging service. If this service is used, CFNA will not charge you for the service. Fraud alert text messages may be sent to you. The frequency of these fraud alert text messages will vary as they are only sent when there is a suspicion of fraud on your Account. Message and data rates may apply. Mobile carriers are not liable for delayed or undelivered messages. You will have the option of not receiving fraud alert text messages by replying "STOP" in response to the fraud alert text message.

**Lost or Stolen Card or Identity Theft.** If you notice the loss or theft of your credit card or a possible unauthorized use of your card (including suspected identity theft), you should write to us immediately at: CFNA, Customer Service, P.O. Box 81315, Cleveland, Ohio 44181-0315, or call us at 800.321.3950 – Private Label Credit Card or 833.402.1481 – Mastercard Credit Card. You will not be liable for any unauthorized use that occurs after you notify us. You may, however, be liable for unauthorized use that occurs before your notice to us. In any case, your liability will not exceed \$50.

**Credit Authorizations**. We will authorize all Account purchases in advance. A merchant may ask you to provide identification. We may not be able to authorize a transaction, even if you have sufficient available credit, for example, if our authorization system is not working or if we suspect possible fraud. We will not be liable to you if this occurs. We may choose not to authorize a transaction if your Account is over your Credit Limit or delinquent. If we authorize such a

transaction, you acknowledge that we do not consider such a transaction to be an increase in your Credit Limit. We are not responsible if any merchant refuses to accept or honor your Card.

Credit Investigation and Credit Reports. You authorize CFNA to obtain credit reports as well as other information (including, but not limited to, income and employment) about you from consumer reporting agencies and other sources in considering this application and subsequently for the purpose of any update, review, renewal or extension of credit, or in reviewing or collecting on the Account. You also authorize us to furnish information concerning the status and payment history of your Account to reporting agencies and other creditors. If you believe that we have reported inaccurate information about you to a credit reporting agency, please contact us at CFNA, Customer Service, P.O. Box 81315, Cleveland, Ohio 44181-0315. In doing so, please provide your Account number, name, address, phone number, and any other supporting documentation, in addition to specifying the inaccurate information and explaining why you believe it is incorrect. If you have a copy of the credit report that includes the inaccurate information, please send a copy of that report to us as well.

**Rewards**. Your Account may provide you with the opportunity to earn rewards. If it does, we will separately provide you with information and terms about the rewards.

**Your Billing Rights.** This notice tells you about your rights and our responsibilities under the Fair Credit Billing Act: What To Do If You Find A Mistake On Your Statement. If you think there is an error on your statement, write to us at CFNA, Customer Service, P.O. Box 81315, Cleveland, Ohio 44181-0315, or contact us at <a href="www.cfna.com">www.cfna.com</a>, or email us at Sales Disputes@cfna.com. In your letter, give us the following information:

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

#### You must contact us:

- Within 60 days after the error appeared on your statement.
- At least 3 business days before an automated payment is scheduled, if you want to stop payment on the amount you think is wrong.
- You must notify us of any potential errors in writing or electronically. 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:

- 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; and
- Within 90 days of receiving your letter, we must either correct the error or explain to you why we believe the bill is correct.

While we investigate whether or not there has been an error:

- We cannot try to collect the amount in question or report you as delinquent on that amount.
- The charge in question may remain on your statement, and we may continue to charge you interest on that amount.
- While you do not have to pay the amount in question, you are responsible for the remainder of your balance.
- We can apply any unpaid amount against your credit limit.

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

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

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

amount you question even if your bill is correct.

Your Rights If You Are Dissatisfied With Your Credit Card Purchases

If you are dissatisfied with the goods or services that you have purchased with your credit card, and you have tried in good faith to correct the problem with the merchant, you may have the right not to pay the remaining amount due on the purchase.

To use this right, all of the following must be true:

- 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.)
- You must have used your credit card for the purchase.
- 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 electronically via <a href="www.cfna.com">www.cfna.com</a>, or at <a href="mailto:Sales\_Disputes@cfna.com">Sales\_Disputes@cfna.com</a>, or in writing at CFNA, Customer Service, P.O. Box 81315, Cleveland, Ohio 44181-0315.

While we investigate, the same rules apply to the disputed amount as discussed above. After we finish our investigation, we will inform you of our decision. At that point, if we think you owe an amount and you do not pay, we may report you as delinquent.

**Protections For Active-Duty Service Members And Their Dependents**. Federal law provides important protections to members of the Armed Forces and their dependents relating to extensions of consumer credit. In general, the cost of consumer credit to a member of the Armed Forces and his or her dependent may not exceed an annual percentage rate of 36 percent. This rate must include, as applicable to the credit transaction or account: The costs associated with credit insurance premiums; fees for ancillary products sold in connection with the credit transaction; any application fee charged (other than certain application fees for specified credit transactions or accounts); and any participation fee charged (other than certain participation fees for a credit card account).

Members of the Armed Forces and their dependents are under no duty to waive their right to legal recourse under any applicable provision of Federal or State law, including any provision of the Servicemembers Civil Relief Act. Members of the Armed Forces and their dependents are not required to submit to arbitration as described below or elsewhere in this Agreement. You may contact us toll-free at 855.209.0588 for information about the Military Annual Percentage Rate and/or your payment schedule.

Important Information About Procedures For Opening A New Account. 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 a new account. What this means for you: When you open an account, we will ask for your name, address, date of birth, and other information that will allow us to identify you. We may ask to see your driver's license or other identifying documents.

**Governing Law.** This Agreement and your Account are governed by Federal law applicable to a national bank and, to the extent not preempted by Federal law, the laws of Ohio, without regard to its conflicts of law provisions. This is the law we mean when we refer in this Agreement to a term that may be permitted or required by applicable law. We have accepted this Agreement in Ohio.

**Waiver**. We may, at our discretion from time to time without notice, waive any of our rights under this Agreement in certain circumstances. We can waive our rights without affecting our other rights. If we waive any right, we do not waive the same right in other circumstances or at other times.

**Severability**. If any provision of this Agreement is finally determined to be unenforceable under any law, rule, or regulation, all other provisions of this Agreement will still be valid and enforceable.

**Signatures**. Your handwritten, electronic or digital signature on any document you sign in connection with the application or use of your Card or Account represents your signature on this Agreement.

**Assignment of Account**. We may sell, assign, or transfer your Account or any interest we hold in your Account without notice to you. You may not sell, assign, or transfer your Account.

Change in Terms. We may change the rates, fees, and terms of this Agreement from time to time as permitted by law. The changes may add, replace, or remove provisions of this Agreement. We will give you advance notice of the changes as required by law.

### **ADDITIONAL STATE SPECIFIC NOTICES:**

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

New York Residents: Upon your request, you will be informed of whether or not a credit report was ordered, and if it was, you will be given the name and address of the consumer reporting agency that furnished the report.

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

Married 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 CFNA, unless CFNA, 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 CFNA is incurred.

New Jersey Residents: Certain provisions of this Agreement are subject to applicable law. As a result, they may be void, unenforceable or inapplicable in some jurisdictions. None of these provisions, however, are void, unenforceable or inapplicable in New Jersey.

## **Dispute Resolution Program: Arbitration Agreement**

For purposes of this Arbitration Section, the terms "we," "us" and "our" refer to Credit First National Association, its parents, wholly or majority owned subsidiaries, affiliates, predecessors, successors, assigns, employees, officers and directors. If either you or we choose arbitration, neither you nor we will have the right to litigate that claim in court or to have a jury trial on that claim, or to engage in pre-arbitration discovery, except as provided for in the arbitration rules of the American Arbitration Association ("AAA"). In addition, you will not have the right to participate as a representative or member of any class of claimants related to any claim subject to arbitration. The arbitrator's decision will generally be final and binding. Other rights that you would have if you went to court may also not be available in arbitration. It is important that you read the entire arbitration provision carefully before accepting the terms of this Agreement.

A "Claim" is any pre-existing, present, or future claim, dispute, or controversy of any kind (including, but not limited to, constitutional, statutory, regulatory, common law, contract, tort and equitable claims) arising from or relating to (a) the credit offered or provided to you or requested by you, (b) the actions of you, us or third parties, or (c) the validity or meaning of this arbitration provision and every other provision in this Agreement.

You agree that either you or we can choose to have any Claim resolved by binding arbitration. You and we acknowledge that each waives the right or opportunity to litigate a Claim in a court of law, and that each agrees to resolve any Claims arising out of this Agreement through binding arbitration. This Section does not apply to any of our regular Account collection efforts. If this Section (or any part of it) is determined invalid or illegal under any applicable statute or rule of law, it will be deemed omitted without affecting any other provisions of this Agreement, which shall remain in full force and effect.

There shall be no authority for any Claims to be arbitrated on a class action basis. An arbitration can only decide our or your Claim and may not consolidate or join the claims of other persons who may have similar claims.

Any arbitration will be conducted in accordance with the AAA's rules applicable to consumer disputes. For additional information go to: http://www.adr.org/. Any arbitration hearing that you attend will take place in the federal judicial district where you reside. At your request, we will advance the first \$250 of the filing and hearing fees for any Claim you may file against us; the arbitrator will decide whether we or you will ultimately pay those fees. This arbitration agreement is made pursuant to a transaction involving interstate commerce and shall be governed by the Federal Arbitration Act, 9 U.S.C. Sections 1-16. The arbitrator shall apply applicable substantive law consistent with the Federal Arbitration Act and applicable statutes of limitations, and shall honor claims of privilege recognized by law. This arbitration provision shall survive repayment of your extension of credit and termination of your Account.

Judgment upon the award may be entered in any court of law of competent jurisdiction.

You can reject this Arbitration Section if you write to us within 30 days after we open your Account. Send a letter that you do not agree to the Arbitration Section. The letter must include your name, address and Account number. Mail the letter to CFNA, Legal, P.O. Box 81315, Cleveland, Ohio 44181-0315. This is the only way you can reject the Arbitration Section. If you reject the Arbitration Section, all other parts of this Agreement still apply to your Account.