

**Credit First National Association (“CFNA”)  
Application Terms and Credit Card Agreement**

You have asked CFNA to consider you for the CFNA Mastercard Consumer Credit Card. If CFNA is unable to approve you for this card, you have asked CFNA to automatically consider you for the CFNA Private Label Consumer Credit Card.

**Credit First National Association Pricing Information**  
This pricing information is part of your Credit Card Agreement.

INTEREST RATES AND INTEREST CHARGES		
	<b>CFNA Mastercard Consumer Credit Card</b>	<b>CFNA Private Label Consumer Credit Card</b>
<b>Annual Percentage Rate (APR) for Purchases</b>	<b>26.24%</b> This APR will vary with the market based on the Prime Rate.	<b>29.99%</b>
<b>How to Avoid Paying Interest</b>	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.	
<b>Minimum Interest Charge</b>	If you are charged interest, the charge will be no less than \$2.	
<b>For Credit Card Tips from the Consumer Financial Protection Bureau</b>	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>	
FEES		
<b>Annual Fee</b>	<b>None</b>	
<b>Penalty Fees</b>		
• Late Payment Fee	Up to <b>\$41</b>	
• Returned Payment Fee	Up to <b>\$41</b>	

**How We Will Calculate Your Balance:** We use a method called “Average Daily Balance (including new purchases).” See section 7 – “Interest Charges” below.

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

The information about costs of the card described in this agreement is accurate as of February 1, 2023. 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

**Deferred Interest Promotional Credit Plan:** Each individual purchase transaction of \$149 or more made with a participating retailer and placed on your Card will qualify for repayment under the six month promotional credit plan terms as described within this Pricing Information and in the Credit Card Agreement (“Deferred Interest Promotional Credit Plan”). Interest will be deferred if the qualifying promotional purchase is paid in full within six months.

**CFNA Private Label Consumer Credit Card:** If the qualifying promotional purchase is not paid in full within six months, interest will be imposed from the date of qualifying promotional purchase at a **Rate of 29.99%**.

**CFNA Mastercard Consumer Credit Card:** If the qualifying promotional purchase is not paid in full within six months, interest will be imposed from the date of qualifying promotional purchase at a **Rate of 26.24%. The APR is variable and will change as set forth in the Credit Card Agreement and/or Pricing Information. The rate will not exceed 29.99%.**

**The Minimum Payment Due** for each Billing Cycle will be the greater of (a) 3.5% 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 amount less than \$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 Section 6 below for a description of Credit Plans).

**CFNA Private Label Consumer Credit Card:** The **Periodic Interest Rate** that applies to your Revolving Balance is **2.499%** (corresponding **APR 29.99%**) ("Interest Rate").

**CFNA Mastercard Consumer Credit Card:** The **Periodic Interest Rate** that applies to your Revolving Balance is **2.187%** (corresponding **APR 26.24%**) ("Interest Rate"). **Both the Periodic Interest Rate and APR are variable and will change as set forth in the Credit Card Agreement and/or Pricing Information. The APR will not exceed 29.99%.**

**CFNA Mastercard Consumer Credit Card: How do you calculate my Variable Rates?** Your APRs may increase. Your variable rates may change when the Prime Rate changes. We calculate variable rates by adding a percentage 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 rate is not published on that day, then we use the immediately preceding edition. Any changes to the rates will take effect on the first day of your billing periods that begin in February, May, August and November. To determine your Purchase APR, we add a margin of 18.74% to the Prime Rate. Any increase in the Prime rate may increase your Interest Charges and your Minimum Payment. **The APR will not exceed 29.99%.**

**Minimum Interest Charge** of \$2 will be charged for any Billing Cycle in which an Interest Charge of less than \$2 would otherwise be imposed.

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

**Returned Payment Fee:** The Returned Payment Fee will be \$30, or \$41 if you had a Returned Payment Fee in any of the six prior Billing Cycles.

**How We Determine Whether You will Receive the CFNA Mastercard Consumer Credit Card or the CFNA Private Label Consumer Credit Card:** Your credit history and application will be reviewed to determine whether you qualify for the CFNA Mastercard Consumer Credit Card. If we are unable to approve you for the CFNA Mastercard Consumer Credit Card, you will automatically be considered for the CFNA Private Label Consumer Credit Card. The CFNA Mastercard Consumer Credit Card can be used wherever Mastercard is accepted within the United States. The CFNA Private Label Consumer Credit Card can only be used at participating retailers in the United States.

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

**Mastercard is a registered trademark, and the circles design is a trademark of Mastercard International Incorporated.**

With respect to this application, I acknowledge that:

- I am applying to CFNA for a credit card with a credit limit up to the amount for which I qualify.
- I have read and agree to the terms and conditions set forth in Credit Card Agreement and Pricing Information. Other Related Documents that govern the use of my Account includes the Credit Application, Card Carrier, and Promotional Plan Terms.
- The application information I provided is true, correct, and complete, and CFNA may rely on it.
- I authorize CFNA to obtain credit reports as well as other information (including but not limited to income and employment) about me 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.
- CFNA may contact me regarding my Application, Card and Account as described in the Credit Card Agreement. By providing my phone number(s), I am authorizing CFNA, its servicers, assignees, or third-party debt collectors to contact

me by telephone, mail, e-mail, fax, prerecorded message, automated voice, text message, digital, computerized, or other means allowable by law regarding my Account. **Data and Message Rates May Apply.**

- If I provide my mobile telephone number, I am also consenting to receive autodialed and prerecorded message calls from CFNA or its servicers, its assignees, or its third-party debt collectors at this number.
- My Account is intended only for personal, family, or household purposes.

### **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.

### **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 in Section 19 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.

**READ BEFORE YOU SIGN THE APPLICATION OR ELECTRONIC SIGNATURE CAPTURE DEVICE, OR SUBMIT YOUR ELECTRONIC CONSENT**

This is your Credit Card Agreement (“Agreement”) with Credit First National Association, a national banking association located at 6275 Eastland Road, Brook Park, Ohio 44142 (“CFNA”). This Agreement governs the use of your credit card account with us (“Account”) and includes the following “Related Documents”:

- Application - The application or solicitation you signed or otherwise submitted to request the Account;
- Credit First National Association Pricing Information – The document that contains interest rate, fee, and other information about your Account;
- Card Carrier - The card carrier we send with the credit card or cards we issue you; and
- Promotional Plan Terms - Any special terms we provide you if you make a purchase under a special promotional plan or terms outside of this standard agreement as outlined in Section 6.

The Related Documents are incorporated by reference into this Agreement. Your handwritten, electronic or digital signature on any document you sign in connection with the use of your card or Account is part of this Agreement. These documents include, but are not limited to, your card, Application or any accepted sales slip. Participating merchants that may honor your card are not a party to this Agreement. Please read this Agreement and keep it for your records.

**AUTHORIZATION**

By signing the application, signature capture device or through your electronic consent, you certify to each of the following statements: You have read and agree to the terms and conditions set forth in this document. You are applying to Credit First National Association (CFNA) for a credit card with a credit limit up to the amount for which you qualify. The application information you provided is true, correct and complete, and CFNA may rely on it. 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 understand and agree that by providing CFNA with a wireless telephone number, you 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. You authorize us, our servicers, assignees, or third party debt collectors to contact you by telephone, mail, e-mail, fax, prerecorded message, automated voice, text message, digital, computerized, or other means allowable by law regarding your Account. **Message and data rates may apply and message frequency varies.** You understand that if CFNA approves your application, CFNA will extend credit to you from its office in Ohio. You agree to be bound by the terms set forth in the Agreement. **You also understand that the Agreement includes an Arbitration Section that allows you or CFNA to resolve by arbitration claims arising from or related to the Agreement and your Account through the American Arbitration Association. The Arbitration Section will prevent you and CFNA from having claims resolved by a judge or jury and prevent you 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. You can reject the Arbitration Section within 30 days after CFNA opens your Account as explained in the Agreement.**

By submitting your application, you acknowledge that you have read, understood and received a copy of this document and if approved for credit by CFNA, agree to be bound by the terms set forth in this document.

**1. DEFINITIONS.**

- You and your - each person who requested an Account approved by CFNA.
- We, us and our - CFNA or any person or entity to which CFNA sells or gives your Account.
- Credit Card or Card - each credit card we issue to you or a person any of you authorizes to use the Account.
- Authorized User - a person any of you authorizes to use the Account and to whom we may issue a Card.

Other capitalized terms are defined in the Agreement. Defined terms have the same meaning when used in your monthly billing statement (“Statement”).

**2. YOUR PROMISE TO US.** You agree to the terms of this Agreement. You promise to do everything this Agreement requires of you. For joint Accounts, each of you promises to do everything this Agreement requires. You specifically promise to pay all amounts owed because of transactions made on your Account by any of you or with your consent, and by any Authorized User. You will be bound by this Agreement when you submit an Application that is approved by us, sign a sales

slip using the Card, or use or permit someone else to use credit provided through the Card or Account. You will use the Card only for 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. You agree that at any time for any reason we may reissue a Card to you and/or may ask you to return any or all Cards.

**A. Default.** Your Account will be in default if you fail to do something that this Agreement requires of you, subject to any restrictions under applicable law. If that happens, we may tell you to pay us immediately everything you owe under the Account and applicable law. We will tell you in advance and/or give you an opportunity to cure your default only if applicable law requires us to do so.

**3. CREDIT LIMIT.** The Credit Limit of your Account is the total maximum amount we allow you to owe us at any time. If you exceed any credit limit that we have set for your Account, we can still charge you for all transactions, Interest Charges and other charges ("Finance Charges") without giving up any of our rights under this Agreement. We may increase or decrease your Credit Limit at any time at our option. The reasons for changes may include, for example, your credit history with us, your default under this Agreement (see Section 2 above), fraud prevention or changes to this credit card program or CFNA policy. A portion of your available credit may be inaccessible until we confirm that your payment has been honored.

**4. MONTHLY STATEMENTS; BILLING CYCLES.** We will send you a Statement at the end of each Billing Cycle in which (a) your Account has a balance of \$1 or more, (b) an Interest Charge is imposed or (c) 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). A Billing Cycle means the days between Statement Closing Dates.

## **5. PAYMENTS.**

**A. Minimum Payment.** You may pay all of your Account balance at any time without penalty. You must pay us at least the Minimum Payment Due for each Billing Cycle by the Payment Due Date shown on your Statement. See the Credit First National Association Pricing Information for more information about how we calculate the Minimum Payment Due.

**B. Methods of Payment.** If paying by mail, send your personal check or money order, payable in U.S. dollars, along with the payment coupon to Credit First N.A. 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 (CFNA.com), Interactive Voice Response System (IVR, self-service option), or through a CFNA representative (Private Label Credit Card: 800.321.3950 or Mastercard Credit Card: 833.402.1481) prior to 11:59PM ET will be credited as of the same business day; 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. We can accept such checks as late or partial payments without losing our right to receive the full amount owed on your Account.

**C. 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 terms. 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,** when a payment is received during the two Billing Cycles immediately preceding the expiration of the Deferred Interest Promotional Credit Plan, we will apply any amount in excess of your required

minimum payment first to the expiring Deferred Interest 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.

## 6. CREDIT PLANS.

**A. Regular Credit Plan.** You may use your Account for transactions that may or may not be subject to promotional credit plan terms. 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."

**B. Promotional Credit Plans.** At our option, we may offer additional promotional plans. Any promotional plans offered may apply for a limited period of time. Our rights and your responsibilities will change if you make a qualifying purchase under a promotional plan. If your purchase amount qualifies for a promotional plan, you will automatically be enrolled in promotional financing and the applicable promotional plan terms will be given to you in a separate document. Promotional 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 plans will not limit or affect any other rights we have under this Agreement or applicable law.

**7. INTEREST CHARGES.** See the Credit First National Association Pricing Information for information about your Periodic Interest Rate and Annual Percentage Rate for Interest Charges.

We will calculate periodic Interest Charges on your Account for each Billing Cycle by multiplying a monthly periodic rate ("Periodic Interest Rate") by the Average Daily Balance (including new transactions) on your Account. A Periodic Interest Rate is one-twelfth of its corresponding Annual Percentage Rate ("APR"). We will charge you a Minimum Interest Charge as described in Credit First National Association Pricing Information section for any Billing Cycle in which the Interest Charge that would otherwise be imposed is less than the Minimum Interest Charge identified in Credit First National Association Pricing Information.

**The Average Daily Balance for your Revolving Balance** is calculated by determining the daily balance for your Revolving Balance. To get the daily balance, we take the beginning Revolving Balance of your Account each day. Then we subtract any payments or credits applied to your Revolving Balance, and any unpaid Interest Charges. We add to that amount any new Regular Credit Plan transactions, Late Payment Fees, and other Account fees and administrative charges. We then add up all the daily balances and divide by the number of days in the Billing Cycle. This gives us the Average Daily Balance for your Revolving Balance. We do not charge Interest Charges on unpaid Interest Charges, that is, we do not compound Interest Charges.

Interest Charges accumulate on each purchase from the later of (a) the date of the transaction or (b) the first day of the Billing Cycle in which the transaction posts to your Account. Any interest which may have been waived due to the receipt of a payment, and which payment is later deemed insufficient or rejected will result in the re-application of waived interest to your account. We do not assess Interest Charges in the following circumstances:

1. If you paid the New Balance at the beginning of your previous Billing Cycle by the Payment Due Date during that previous Billing Cycle (or if that New Balance was \$0 or a credit balance), then:
  - if you pay the New Balance on your current Monthly Statement in full by the Payment Due Date in your current Billing Cycle. Interest Charges will not be imposed on Purchases during your current Billing Cycle, and
  - if you make a payment that is less than the New Balance by the Payment Due Date in your current Billing Cycle, that payment will be credited as of the first day in your current Billing Cycle.
2. If you had a New Balance at the beginning of your previous Billing Cycle and you did not pay that New Balance by the Payment Due Date during that previous Billing Cycle, we will not charge Interest Charges on any Purchases during the current Billing Cycle if you pay the New Balance at the beginning of your current Billing Cycle by its Payment Due Date.

**For Deferred Interest Promotional Credit Plan(s)**, we will calculate periodic Interest Charges on the qualifying promotional purchases during the Delay Period as a separate balance from your regular purchases. The Delay Period for qualifying promotional purchases begins on the later of (a) the date you make the qualifying promotional purchase or (b) the first day of the Billing Cycle in which the qualifying promotional purchase posts to your Account. The Delay Period ends on the

Statement Closing Date of the Billing Cycle that includes the end of the stated period of the promotional plan. For example, in a six-month promotional plan, the Delay Period ends on the sixth Statement Closing Date after the qualifying promotional purchase posts to your Account. Any unpaid balance of the qualifying promotional purchases at the end of the Delay Period is added to your Revolving Balance in the Billing Cycle that begins immediately after the Delay Period ends.

You will not owe us Interest Charges that accumulate on the qualifying promotional purchases during the Delay Period if we receive (a) the required Minimum Payment Due by its Payment Due Date for each Billing Cycle during the Delay Period and (b) the full amount of your qualifying promotional purchases by the end of the Delay Period.

If we do not receive the full amount of the qualifying promotional purchases by the end of the Delay Period, you will owe us Interest Charges that accumulated (a) on such qualifying promotional purchases during the Delay Period and (b) on the qualifying promotional purchases in the prior Billing Cycle. The Interest Charges may not appear on your billing statement immediately but will be charged in a subsequent billing period.

The Credit First National Association Pricing Information describes a Deferred Interest Promotional Credit Plan(s) on your Account, and other Plans may be offered from time to time. If multiple Deferred Interest Promotion Credit Plans are offered, the Delay Period will be communicated to you prior to the qualifying promotional purchase being applied to your Account.

## **8. FEES.**

**A. Late Payment Fee.** If we do not receive at least the Minimum Payment Due within the timeframes described in the Method of Payment section (section 5B) on your Payment Due Date, we may add to your Account a Late Payment Fee in the amount set forth in the Credit First National Association Pricing Information.

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.

**B. 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 will add a Returned Payment Fee in the amount set forth in the Credit First National Association Pricing Information.

However, the Returned Payment Fee will never exceed the amount of your required Minimum Payment to which the Returned Payment Fee relates. Any Returned Payment Fee assessed will be added to the Revolving Balance on your Account.

**C. Replacement Fee.** If you request a replacement Card, we may charge you a fee for the replacement Card and if expedited mailing is requested, we may charge you an expedited mailing fee.

**9. 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.

## **10. ACCOUNT CANCELLATION.**

**A. How to Cancel Your Account.** You (either of you if more than one) may cancel your Account at any time by notifying us by telephone or in writing. You still must pay the full amount you owe us.

**B. We Have the Right to Cancel Your Account.** We may cancel your Account and Cards at any time for any reason. Any Card issued for your Account must be cut in half and the pieces sent to us if we ask. This includes each Card you gave to others. You still must pay the full amount you owe us, and this Agreement will continue to apply to any unpaid balance.

**11. CREDIT AUTHORIZATIONS.** We will authorize all Account purchases in advance. A merchant may ask you to provide identification. However, in certain circumstances, we may not be able to authorize a transaction, even if you have sufficient available credit. For example, we will not authorize a transaction 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 not authorize a transaction if your Account is over your

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

**12. CREDIT INVESTIGATION AND CREDIT REPORTS.** You hereby authorize us to investigate your credit record. You agree that a credit report may be requested in connection with the processing of an application for credit, and subsequently in connection with any extension of credit, or any consideration of an increase to your credit limit, or any renewal or update of your Account, or to take collection action on the Account, or to investigate disputes regarding the Account. You also authorize us to furnish information concerning the status and payment history of your Account to credit 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.

**13. COMMUNICATIONS.** You authorize us, or our servicers, assignees, or third party debt collectors to contact you by telephone, mail, e-mail, fax, prerecorded message, automated voice, text message, digital, computerized, or other means allowed by law regarding your Account. You agree that we may call you about your Account using an automatic dialing - announcing device and that these calls will not be deemed "unsolicited" calls under state or federal law. You understand and agree that by providing us with a wireless telephone number, you consent to receiving autodialed and prerecorded message calls or text messages from us or our servicers, assignees, or third party debt collector at that number. **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.

**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 alerts 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.

**A. Your Address.** 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.

**14. 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.

**15. 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.

**16. 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.

**17. 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.

**18. CHANGE IN TERMS.** We may change the terms of this Agreement at any time, and we may add or delete terms in this Agreement. These changes may include, for example, Interest Charge rates, fees and this Change in Terms provision. We will give you notice of any change as required by applicable law. Any change will apply on and after its effective date to new transactions and existing balances on your Account, except as limited by applicable law.

**19. ARBITRATION.** 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.

**20. AUTHORIZED USERS.** If you ask us to issue a Card to any other person, they are an Authorized User. We may require certain information about the Authorized User. We may limit the Authorized user's ability to use the Card. 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 Customer Service and request their removal or process the remove authorized user request through CFNA's website. 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.

**21. 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.

**22. ENTIRE AGREEMENT.** This Agreement, including the Related Documents incorporated by reference into it, is the entire agreement between you and us relating to your Account. This Agreement replaces any other agreement relating to your Account that you and we made earlier or at the same time. If any of the Related Documents has any information that is not the same as information in this Agreement, we will follow this Agreement unless the other document says we should follow that document. You may not modify any term or provision of this Credit Card Agreement.

**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.

**NOTICES:**

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

**New York, Rhode Island and Vermont 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.

**NJ 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.

**YOUR BILLING RIGHTS – KEEP THIS DOCUMENT FOR FUTURE USE.** This notice tells you about your rights and our responsibilities under the Fair Credit Billing Act.

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

If you think there is an error on your statement, write to us at CFNA, Customer Service, P.O. Box 81315, Cleveland, Ohio 44181-0315

You may also contact us on the web at [www.cfna.com](http://www.cfna.com) or email us at [Sales\\_Disputes@cfna.com](mailto: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:**

1. Within 30 days of receiving your letter, we must tell you that we received your letter. We will also tell you if we have already corrected the error.
2. Within 90 days of receiving your letter, we must either correct the error or explain to you why we believe the bill is correct.

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

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

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

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

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

**Your Rights If You Are Dissatisfied With Your Credit Card Purchases**

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

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

1. The purchase must have been made in your home state or within 100 miles of your current mailing address, and the purchase price must have been more than \$50. (Note: Neither of these are necessary if your purchase was based on an advertisement we mailed to you, or if we own the company that sold you the goods or services.)
2. You must have used your credit card for the purchase.
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 or electronically* at CFNA, Customer Service, P.O. Box 81315, Cleveland, Ohio 44181-0315. You may also contact us on the web at [www.cfna.com](http://www.cfna.com) or email us at [Sales\\_Disputes@cfna.com](mailto:Sales_Disputes@cfna.com).

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.