BrightWay® Mastercard® Credit Card Agreement

The BrightWay Mastercard® Credit Card Agreement ("Agreement") which includes your Account Terms, shows the terms under this Agreement and important information related to consumer credit cards issued by WebBank, a Utah-chartered bank located in Salt Lake City, Utah. Please log into your online account if you would like to request a copy of this Agreement.

Account Terms

Interest Rates and Interest Charges	
Annual Percentage Rate (APR) for Purchases	**35.99%***
APR for Cash Advances	**35.99%***
APR for Balance Transfers	**35.99%***
Paying Interest	Your due date is at least 25 days after the close of each Billing Cycle. We will not charge you any interest on purchases if you pay your entire balance by the due date each month.
For Credit Card Tips from the Consumer Financial Protection Bureau	**To learn more about factors to consider when applying for or using a credit card, visit the website of the Consumer Financial Protection Bureau at http://www.consumerfinance.gov/learnmore.**

Fees	
Annual Fee	**$0-$89 annually**
Transaction Fees	
• Cash Advance	Either $**10** or **3**% of the amount of each cash advance, whichever is greater.
• Balance Transfer	Once available, either $**10** or **3**% of the amount of each balance transfer, whichever is greater.
• Foreign Transaction	**1**% of each transaction in U.S. dollars.
Penalty Fees	
• Late Payment	Up to **$40** depending upon the state that you live in at the time of account opening.

How We Will Calculate Your Balance: We use a method called "average daily balance (including new purchases)." See the "Interest" section of this Agreement for more details.

Billing Rights Summary: Information on your right to dispute transactions and how to exercise those rights is provided in the "Your Billing Rights" section of this Agreement.

***Periodic Rate:** The APR above corresponds to a monthly **Periodic Rate of** 2.99917% See the "Interest" section of this Agreement for more details.

PLEASE READ THIS ENTIRE AGREEMENT AND KEEP IT FOR YOUR RECORDS. THIS AGREEMENT CONTAINS AN ARBITRATION CLAUSE (EXHIBIT A). UNLESS YOU ARE A "COVERED BORROWER" PROTECTED BY THE MILITARY LENDING ACT (THE "MLA") OR UNLESS YOU PROMPTLY REJECT THE ARBITRATION CLAUSE, IT WILL HAVE A SUBSTANTIAL EFFECT ON YOUR RIGHTS IN THE EVENT OF A DISPUTE, INCLUDING YOUR RIGHT TO BRING OR PARTICIPATE IN A CLASS PROCEEDING.

1. **INTRODUCTION.** This BrightWay Mastercard® Credit Card Agreement (this "**Agreement**") governs the credit card account ("**Account**") we are providing to you. This Agreement becomes effective as soon as (1) you agree to it electronically or in writing and (2) we mail you a "Card" or provide you with an "Account" number (as such terms are defined below) to enable you to make Purchases.

   A. **Certain Definitions.** As used in this Agreement, "**we**," "**us**," "**our**" and "**ours**" mean WebBank, a bank chartered by the State of Utah, and its successors and assigns. "**You**" and "**your**" mean each and every person who applies for and is granted or accepts an Account. Certain capitalized terms are defined in the body of this Agreement. Other terms are defined in Section 12. This product is issued by WebBank and serviced by OneMain Financial Group, LLC. ("**OneMain**").

   B. **Promise to Pay.** You promise to pay us all amounts you owe under this Agreement, including all Purchases and Cash Advances, and the interest, fees and other amounts charged under this Agreement.

   C. **Account Use and Acceptance.** By using your Card or Account, or letting someone else use your Card or Account, you agree to all the terms of this Agreement. You acknowledge that you received a copy of this Agreement in a form you can print or save.

      You may use your Account only for lawful personal, family, or household purposes. You must not use your Account for business or commercial purposes or for any unlawful purpose.

      You may not use or permit your Account to be used in any illegal activity. We will not be liable if you engage in an illegal transaction. We may deny authorization of any transactions identified as Internet gambling, even if legal where done, or on any transaction involving cannabis or cannabis dispensaries, whether legally licensed to operate or not.

      You may not use your Account to conduct transactions in any country or territory or with any individual or entity that is subject to economic sanctions administered and enforced by the U.S. Department of the Treasury's Office of Foreign Assets Control or any other governmental authority with jurisdiction over you.

   D. **Amending This Agreement.** We may amend this Agreement at any time and for any reason in accordance with applicable law. This includes adding, deleting or changing any provisions of this Agreement, including provisions concerning interest or fees. We may change this Agreement based on economic or market conditions, our business strategies, or for any other reason, including, but not limited to, reasons unrelated to you or your Account. We will notify you of amendments to this Agreement as required by applicable law. This section does not apply to the Arbitration Agreement set forth at Exhibit A to this Agreement. Amendments to the Arbitration Agreement are governed by the section of the Arbitration Agreement entitled **"AMENDMENTS TO THE ARBITRATION AGREEMENT."**

   E. **Governing Law.** This Agreement is entered into in the State of Utah, and we extend credit to you from the State of Utah. The laws of the State of Utah, without regard to conflict of laws principles, and applicable federal law govern this Agreement.

2. **USING YOUR ACCOUNT.**

   A. **Credit Limit; Cash Advance Limit; Credit Availability.** If you are approved for a Card at a branch location, we will tell you your Credit Limit (and if different, a separate Cash Advance Limit for Cash Advances or Balance Transfers). Otherwise we will show you your Credit Limit (and if different, a separate Cash Advance Limit for Cash Advances or Balance Transfers) as part of the online onboarding process.

      You may not use your Account in any way that would cause you to go over your Credit Limit or Cash Advance Limit. We may refuse to authorize or accept any transaction on your Account that would cause you to exceed your Credit Limit or Cash Advance Limit. We may temporarily agree to allow you to exceed your Credit Limit or Cash Advance Limit. However, in that case you must repay the excess amount upon demand. Any transactions honored in excess of your Credit Limit or Cash Advance Limit will not result in an increase of your Credit Limit. We may at any time and

without prior notice to you increase or decrease your Credit Limit or Cash Advance Limit or take away your ability to obtain Cash Advances.

B. **Types of Transactions.** You may use your Account to obtain credit for three types of transactions ("**Transaction Types**")—Purchases, Cash Advances and Access Checks which can be used as balance transfer checks or to pay other amounts. You agree that your signature is not necessary to obtain credit under the Account.

1. **Purchases.** A "**Purchase**" is the use of the Card or Account information to purchase or lease goods or services. Purchases may be made in person, over the phone, by using a computer or mobile device, or otherwise.

2. **Cash Advances**. A "**Cash Advance**" is the use of the Card or Account information: (a) to obtain cash from a financial institution or an automatic teller machine; or (b) if we allow, to purchase a Cash Equivalent. The term "**Cash Equivalent**" includes but is not limited to traveler's checks, savings bonds, foreign currency, money orders, wire transfers, person-to-person payment services, lottery tickets, gift cards, funds loaded onto prepaid cards, gaming chips and other items used for gaming transactions and other services by which you may receive cash or send cash to another natural person.

3. **Access Checks.** We may provide you with Access Checks. If we do, we will tell you at the time how we consider the transaction (e.g. Purchases, Cash Advances, or special transfers). Balance Transfers (when offered) (paying another creditor's balance using your BrightWay credit line) may be done using Access Checks. Only the person we designate may use Access Checks. You may not use them to pay any amount you owe us or any other company in the OneMain or WebBank organizations. We may reject and not pay any Access Check if: (a) your account is past due, charged off, bankrupt, lost/stolen or closed; (b) we suspect fraud; (c) your Account is over the Credit Limit; or (d) the check has expired, is damaged or cannot otherwise be processed. Our liability if we do not pay an Access Check improperly will never be more than (a) your actual damages, or (b) the amount of the Access Check, whichever is less. When you use an Access Check you will have fewer rights to dispute merchant transactions than with uses of your card. Please see the "Your Billing Rights" section of this Agreement, the "Billing Rights Summary" on your statement and your other Truth-in-Lending Disclosures for more information.

4. **Mobile Devices.** Mobile apps or apps designed to run on a mobile device that use your Account information to initiate transactions may have separate terms of use. We are not responsible if you violate those terms or for any consequences resulting from any violation of those terms.

5. **Foreign Transactions.** If you make a transaction in a foreign currency (including, for example, an online Purchase from a foreign merchant), the transaction amount will be converted to a U.S. dollar amount by Mastercard International Incorporated ("**Mastercard**") in accordance with Mastercard's conversion procedures then in effect. Mastercard's procedures may change without notice. These procedures include how Mastercard chooses an exchange rate and when it performs the conversion. The exchange rate that Mastercard uses to convert a transaction to U.S. dollars may differ from the rate in effect on the date the transaction is posted. Any costs resulting from Mastercard's procedures, including from the exchange rate selected by Mastercard, will be reflected in the transaction amount posted to your Account. If a third party, such as a merchant, converts the amount of a transaction to U.S. dollars before sending the transaction to Mastercard, then the third party chooses the conversion rate instead of Mastercard. The same conversion process may apply if any transaction originally in a foreign currency is reversed or credited back to your Account. You also agree to pay the foreign transaction fee set forth below for transactions in a foreign currency.

6. **Recurring Transactions.** You may authorize transactions that recur on a monthly or other regular basis. If you wish to stop a recurring charge, you must contact the merchant. If we send you a new Card or Account number, for example because your prior Card expired or was lost or stolen, and you wish recurring transactions to continue, you should provide the merchant with updated Account information. (Note that some merchants are able to automatically access your new Account information and continue initiating recurring transactions without new information from you.) We are not liable for any merchant fees or other charges you incur because recurring transactions do not continue.

C. **Refusal To Honor Your Account.** We may refuse to honor or authorize any transaction presented on your Account for any reason without prior notice to you. A merchant, business or financial institution may refuse to honor any transaction presented on your Account. We are not liable for any refusal to honor your Account. We are not liable for retention of the Card by us, any financial institution, or any provider of goods or services.

D. **Statements.** Generally, at the end of each monthly period in which there is Account activity or an Account balance

(a "**Billing Cycle**"), we provide you a statement showing what you owe, the Minimum Payment Due, the Payment Due Date, your current Credit Limit, an itemized list of transactions, interest charges, fees, payments and credits posted to your Account during the Billing Cycle and other important information. Under certain circumstances, the law may not require us to send or make available to you a statement or may prohibit us from doing so.

E. Payments.

1. **General.** You must pay each month at least the Minimum Payment Due by the Payment Due Date shown on your statement. **At any time, you may pay us more than the Minimum Payment Due, up to and including the total outstanding balance on your Account, without penalty.** Any payments made in one Billing Cycle will not count toward any Minimum Payment Due in the following Billing Cycle. Merchant credits or person-to-person money transfers or other credits to your Account will not be treated as payments towards the Minimum Payment Due unless we decide otherwise in our absolute discretion. You must follow the instructions below when making a payment. If you do, then your payment will be credited as of the day we receive it.

    - You must pay in U.S. dollars.
    - You must use a check or ACH payment from a bank in the United States.
    - You must not include any restrictive endorsements on the check.
    - You must follow the additional payment instructions shown on your statement.

    If you do not pay in U.S. dollars and we accept your payment, then you authorize us to select the currency conversion rate, and you must pay our costs. If you do not follow our payment instructions, then we may not accept your payment or there may be a delay in crediting your payment, to the extent permitted by applicable law. We can accept partial or late payments without losing any of our rights under this Agreement. If you submit any payment that is marked as "paid in full" or with other restrictive writing and is less than the total outstanding balance on your Account, we can credit that payment to your Account and you will remain fully liable for any remaining Account balance. No payment shall operate as an accord and satisfaction without the prior written approval of one of our officers authorized to provide such approvals. You may not use a postdated check to make a payment. If you do so, we can either honor the check immediately or return it.

2. **Minimum Payment Due.** Your Account will be on a monthly Billing Cycle. Each Billing Cycle, you must pay at least the minimum payment amount by the payment due date shown on your billing statement ("Payment Due Date"). The minimum payment is the greater of (A) $25 or (B) the total of the following ("Minimum Payment Due"):

        1. 1% of the Adjusted New Balance; plus

        2. the total billed interest charges; plus

        3. an amount equal to the most recent annual fee assessed to the Account divided by 12.

    The Adjusted New Balance is the new balance on the statement minus the current statement late fees and finance charges and 1/12 of the most recent annual fee assessed. We will add any late fees we have billed you on the current statement, as well as any amount past due (minus past due late fees), and any amount by which your statement balance is in excess of your assigned credit limit to this Minimum Payment Due. Any new balance less than (A) and (B) is payable in full. Your Minimum Payment Due will never exceed your new balance. If you make a payment greater than your Minimum Payment Due, this does not affect your obligation to make the Minimum Payment Due shown on the next statement. We do not pay interest on overpayments or any other credit balances created on your Account.

3. **Electronic Check Conversion.** Each time you send a check as payment, you authorize us either to use information from your check to make a one-time electronic funds transfer from the account on which the check is drawn or, alternatively at our option. to process the payment as a check transaction. Funds may be withdrawn from your bank account as early as the date your check is received and you will not receive your check back from your financial institution. If we cannot process the electronic fund transfer, or if it is returned to us, you authorize us to reinitiate the electronic fund transfer from your bank account. Alternatively, we may at our option present the original check or a substitute check, draft or similar negotiable instrument to obtain payment. If you have questions about electronic check conversion, you may telephone us at the customer service number located on the front of your statement or write to us at the address for Billing Inquiries and Correspondence located on the front of your statement.

F. Authorized Users and Unauthorized Use.

1. **Authorized Users.** In the future when available, and if you ask us to issue a Card to any other person, they are an Authorized User. We may require certain information about them. We may limit their ability to use your Card. They may have access to certain information about your Account. You will be responsible for their use of the Account and anyone else they allow 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. You also immediately destroy all Cards in their possession and cancel any arrangements they may have set up on your Account. They 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.

2. **Unauthorized Use of Your Account.** If any Card, Account information or device with an app that can access the Account is lost or stolen, or if you think someone used or may use the Account without your permission, you agree to notify us immediately by calling the customer service number located on the front of your statement. In such event, we may close your Account to new transactions, change your Account number(s) and/or issue you a new Card or Cards with different Account numbers.

3. **Your Liability for Persons Using Your Account.** You are liable for: (a) any transactions made by you or an Authorized User on your Account; (b) any transactions made by persons you allow to use your Account by providing access to any Card or Account credentials; and (c) any interest and fees resulting from such use. These transactions are subject to all terms of this Agreement.

3. INTEREST.

A. Interest Rates. The "**Annual Percentage Rates for Purchases**" (or "**APR for Purchases**") on the Account as well as the Cash Advance and Balance Transfer APRs are shown in the Account Terms of this Agreement along with the monthly Periodic Rate.

B. When We Start Charging Interest.

1. On each Cash Advance or Balance Transfer, we begin charging interest on the transaction date.

2. For Purchases, we do not charge periodic interest in any Billing Cycle if you pay the new balance, if any, as shown on your prior statement in full by the Payment Due Date shown on such statement every month. A Billing Cycle without periodic interest is an "Interest Free Period" (sometimes called a "grace period" on Purchases). If your current statement indicates that you made full payment of the previous balance (which is the same as the new balance shown on your previous statement) by the Payment Due Date as shown on the previous statement or if the current statement indicates that the previous balance was zero or a negative amount, and if you also make a payment equal to the new balance indicated on the current statement by the Payment Due Date shown on the current statement, then we will not charge interest on any portion of the new Purchases that appear on the current statement to which we allocated such payment.

3. On each Purchase, we charge interest from the posting date on your statement unless the Purchase posts during an Interest Free Period for Purchases. If the Purchase posts during an Interest Free Period, but the next Billing Cycle is not an Interest Free Period (i.e., you fail to pay the new balance from the prior Billing Cycle in full by the Payment Due Date), we start charging interest as of the first day of that next Billing Cycle on the portion of the Purchase, if any, that is not paid by the Payment Due Date in that Billing Cycle. We do not charge interest on any Purchase that is made during an Interest Free Period and paid in full by the Payment Due Date in the next Billing Cycle so long as the previous month's balance was paid in full by that cycle's payment due date.

C. Computation of Balance Subject to Interest Rate; Interest Charges. We calculate the interest charge on each transaction type for your Account using a method called Average Daily Balance (including new transactions). To get the "Average Daily Balance", each day we take the beginning balance for each transaction type for your Account, add any interest charges, transactions or other debits (including new Purchases, Cash Advances, Balance Transfers, and Transaction Fees) and subtract any payments or credits for each transaction type. This gives us the daily balance. (If a daily balance is less than zero, we will treat it as zero. Transactions that are subject to an Interest Free Period are not added to the daily balance.) We then add up all of the daily balances for the Billing Cycle and

divide that number by the number of days in the Billing Cycle. This gives us the "Average Daily Balance." If a transaction type for your Account has an Interest Free Period for a Billing Cycle, the Balance Subject to Interest Rate for that transaction type during the Billing Cycle will be $0.

The **Interest Charges** for a Billing Cycle are computed by applying the monthly Periodic Rate for the transaction type (e.g., the Periodic Rate applicable to Purchases, Cash Advances, Balance Transfers, etc.) to the "Average Daily Balance" of that transaction type.

D. **Minimum Interest Charge.** If there is a periodic interest charge computed in accordance with this Section 3 and it is less than $0.50 in any Billing Cycle, then we will charge a "**Minimum Interest Charge**" of $0.50 instead of interest for such Billing Cycle.

E. **Promotional Purchases, Cash Advances, or Balance Transfers**: From time to time we may offer a temporary promotional APR and different terms that will apply to specified Purchases, Cash Advances and/or Balance Transfers. Details will be provided at the time that these terms are offered to you.

4. **FEES.** You agree to pay the fees described below whenever applicable.

A. **Annual Fee.** On the day that we cycle your account, we will charge you an Annual Fee as shown in the Account Terms of this Agreement. Thereafter, at the end of the Billing Cycle one year after the initial Annual Fee and yearly thereafter, we will charge you the annual fee shown in the Account Terms. If your account has been assessed an Annual Fee, you may avoid paying this Annual Fee by sending written notification of termination within the first 30 days following the opening of your Account to the following address: P.O. Box 981037, Boston, MA 02298-1037. You may not use your Card(s) during this 30 day period but immediately thereafter must send your Card(s), which you have cut in half to this same address. Otherwise you must pay the entire annual fee and no credit will be given for any portion of a partial year if your Account is closed. While the Account will be closed to new Purchases, it will remain open until the entire balance has been paid in full, including the applicable Annual Fee.

B. **Transaction Fees**

1. **Cash Advance/Balance Transfer Fees**. On the day we post a Cash Advance or a Balance Transfer (when available) to the Account, we will charge you $10 or 3% of the amount of such posting, whichever is greater. We may offer a special promotion with different fees and will inform you of those promotional fees at the time offered.

2. **Foreign Transaction Fee.** On the day we post to the Account a transaction in a foreign currency, we will charge you a Foreign Transaction Fee equal to 1% of the amount of such transaction in U.S. dollars.

C. **Penalty Fees**

1. **Late Payment Fee.** We will charge you a Late Payment Fee if we do not receive at least your Minimum Payment Due on or before its Payment Due Date. The Late Payment Fee is $40 ($30 for residents of Iowa at the time of account opening) if you have had a Late Payment Fee in the prior six Billing Cycles and is otherwise $29. However: (a) the Late Payment Fee will not exceed the dollar amount of the Minimum Payment Due that is not paid on a timely basis; and (b) we will not charge you more than a single Late Payment Fee with respect to the same Minimum Payment Due.

2. **Returned Payment Handling.** If any payment is returned unpaid, we may resubmit it to your bank. We will not charge a returned payment fee, but your bank may charge its own overdraft or non-sufficient funds fees in connection with returned payments. Any returned payment will reverse a prior payment and may cause your account to become delinquent which may trigger a Late Payment Fee.

D. **Incidental Fees.**

1. **Replacement Card Fee.** We may charge you up to a $25 Replacement Card Fee for each replacement Card we provide for a Card that has been lost or stolen.

2. **Additional Fees.** We may charge additional fees for separate services we provide you, in accordance with applicable law.

5. **DEFAULT.**

A. **Actions that Trigger Default.** Subject to applicable law (including any applicable right to cure), you will be in default of this Agreement if:

1. We do not receive any required Minimum Payment Due by the applicable Payment Due Date;
2. You either allow the total outstanding balance on your Account to exceed your Credit Limit or you allow the outstanding balance of Cash Advances/Balance Transfers to exceed the Cash Advance/Balance Transfer Limit;
3. You fail to reduce the total outstanding balance to the appropriate Credit Limit immediately upon our demand;
4. You fail to reduce the balance of Cash Advances/Balance Transfers to the Cash Advance/Balance Transfer Limit immediately upon our demand;
5. You violate any term of this Agreement;
6. You submit a payment that is returned for insufficient funds or any other reason and you then fail to make the required minimum monthly payment because of that returned payment;
7. You voluntarily file for any form of bankruptcy;
8. An involuntary bankruptcy action is filed against you;
9. You provide any false or misleading information to us at any time, whether in writing, electronically or verbally;
10. You fail to promptly provide financial or other information in response to any reasonable request we make;
11. You die or a court enters an order declaring you to be either temporarily or permanently incompetent; or
12. You are in default of, or terminate or cause to be terminated, any other agreement you have with us or any of our affiliates.

B. **Our Rights If You Default**. If you default under this Agreement, we may, but are not required to, take any and all actions permitted by law including, but not limited to, requiring you immediately to pay the total outstanding balance on your Account, suspending or ending your Account privileges, permanently closing your Account or taking any other actions provided in this Agreement.

C. **Collection Costs.** Subject to applicable law, you agree to pay us for all collection costs incurred if we refer your Account for collection to any attorney, collection agency, person or entity that is not our salaried employee. Collection costs include all amounts permitted by applicable law including, but not limited to, reasonable attorneys' fees, court costs and collection agency fees.

6. CLOSING OR SUSPENDING YOUR ACCOUNT.

A. **Our Right and Your Right to Close or Suspend Your Account**. We may close or suspend your Account at any time, unless prohibited by applicable law, whether or not you are in default under this Agreement. We may do this in our discretion, for any reason or for no reason, and without prior notice. You may also close your Account at any time by calling us at the customer service number located on the front of your statement or writing to us at the address for Billing Inquiries and Correspondence located on the front of your statement. The closure or suspension of your Account does not relieve you of any obligations set forth in this Agreement. Upon the closing or suspension of your Account, you remain fully liable for the total outstanding balance on your Account, including all Purchases and Cash Advances, fees and interest both before and after the closing or suspension of your Account.

B. **Account Cannot Be Used After Closed.** Once your Account has been closed by us or closed at your request, neither you nor any Authorized User may use your Account. Upon closing of your Account, you must: (1) destroy all Cards and remove any Account access apps from your devices; (2) cause all Authorized Users to do the same; and (3) revoke any authorization for third parties to initiate recurring or additional charges on your Account.

7. COMMUNICATIONS WITH YOU.

A. **How We Communicate With You.** To the extent permitted by applicable law, you authorize us and our agents, assigns and service providers, including OneMain (collectively, the "**Messaging Parties**") to contact you using any

lawful means, including automatic telephone dialing systems, artificial or prerecorded voice message systems, text messaging systems and automated email systems, to provide you with information about the Card, the Account and/or this Agreement, including information about upcoming payment dates, missed payments and returned payments. You authorize the Messaging Parties to make such contacts using any telephone numbers (including wireless, landline and VOIP numbers) or email addresses you supply to the Messaging Parties, including in connection with your application for the Account, the Messaging Parties' servicing and/or collection of amounts you owe under this Agreement, or any other transaction involving you and the Messaging Parties. You understand that anyone with access to your telephone or email account may listen to or read the messages the Messaging Parties leave or send you, and you agree that the Messaging Parties will have no liability for any resulting loss of privacy. You further understand that, when you receive a telephone call, text message or email, you may incur a charge from the company that provides you with telecommunications, wireless and/or Internet services, and you agree that the Messaging Parties will have no liability for such charges except to the extent required by applicable law. You agree that this authorization constitutes a bargained for exchange. To the extent you have the right under applicable law to revoke this authorization, you agree you may do so only by calling the Messaging Parties at the customer service number set forth on your statement. To stop emails, you can follow the opt-out instructions included at the bottom of the Messaging Parties' emails. If any telephone number you have provided to the Messaging Parties changes, or if you cease to be the owner, subscriber or primary user of any such telephone number, you agree to immediately give us notice of such facts so we can update their records.

B. **Call Monitoring and Recording.** You understand and agree that, subject to applicable law, the Messaging Parties may monitor and/or record any and all of your telephone conversations with any of their representatives for training, quality control, evidentiary and any other purposes. However, the Messaging Parties are not under any obligation to monitor, record, retain or reproduce such recordings, unless required by applicable law.

C. **Notices Concerning Your Account.** You agree that we may send any and all required notices concerning your Account to the physical address provided to us as your billing address. In addition, we may send you communications electronically in any manner authorized by you in accordance with applicable law.

8. **AUTHORIZATION TO USE CREDIT REPORT; INFORMATION SHARING; CREDIT REPORTING.** You authorize us and/or OneMain to collect information about you as permitted by applicable law. This includes collecting information from credit reporting agencies and other third parties that have financial information about you.

You authorize OneMain from time to time on an ongoing basis to obtain, review, and use information contained in your credit report to determine whether you qualify for other products and services marketed by OneMain. This authorization to obtain your credit report for marketing purposes expires when your Account is closed and the balance is paid in full. You may cancel this authorization to obtain your credit report for marketing purposes at any time by emailing CreditOptOut@omf.com or writing to the following address: OneMain, P.O. Box 142 , Evansville, IN 47701-0142. In order to process your request, you must include your full name, address, and account number.

You authorize us to share your Account information about you and any Authorized Users with our affiliates and third parties, including credit reporting agencies, as permitted by applicable law. Please see our Privacy Policy, which is included in your Account opening material, for additional details. **Late payments, missed payments or other defaults on this Agreement may be reflected in your credit report. If you believe that we have reported inaccurate information to a consumer reporting agency, write to us at P.O. Box 981037, Boston, MA 02298-1037.**

9. **MILITARY LENDING ACT.**

A. **Notice to Active Duty Servicemembers 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.

B. **Oral Disclosures**. Before signing this Agreement, please contact us at 866-207-9130 for an oral statement of the APR and a disclosure of your payment obligations under this Agreement.

C. **Covered Borrowers**. Military Lending Act ("**MLA**") provides important protections to members of the Armed Forces and their dependents ("**Covered Borrowers**"). You are a Covered Borrower if, in connection with the opening of your Account, we determine you are an active duty member of the Armed Forces (including active Guard and Reserve

duty) or a dependent of an active duty member. You will cease to be a Covered Borrower if we determine you are no longer an active duty member of the Armed Forces (including active Guard and Reserve duty) or a dependent of an active duty member.

D. **Inapplicable Provisions.** If you are a Covered Borrower, the Arbitration Agreement in Exhibit A does not apply to you. Further, notwithstanding any other provision of this Agreement, if you are a Covered Borrower, then nothing in this Agreement shall be construed as applying to you to the extent inconsistent with the MLA, including without limitation any interest, fees, or limitations on your rights that would not be consistent with the MLA.

10. DEFINITIONS. As used in this Agreement:

A. "**Authorized User**" means any person who, at your request, receives a Card in such person's name allowing access to the Account. We may limit the number of Authorized Users. For purposes of your liability for transactions under the Account, the term "**Authorized User**" also includes any person to whom you permit to use or provide access to a Card, a device that can access the Account or authentication credentials for the Account.

B. "**Card**" means any initial or replacement credit card or other access device (including an account number) that we issue to you or to any Authorized User to access the Account. We may replace a Card with another Card at any time.

C. "**Cash Advance Limit**" means the maximum amount of Cash Advances you may have outstanding under the Account at any time, provided that we may allow you to obtain more Cash Advances at any time in our absolute discretion.

D. "**Credit Limit**" means the limit we establish for the maximum amount of total credit you may have outstanding under the Account at any time, provided that we may allow you to obtain more credit at any time in our absolute discretion.

11. MISCELLANEOUS.

A. **Account Benefits.** We may offer you certain third-party benefits and services with your Account, as outlined in benefits brochures or other documents and internet web sites. For example, certain eligible purchases charged with a Mastercard® Credit Card may be eligible for certain benefits or services through Mastercard or its affiliates. Any benefits or services we make available through third parties (including without limitation Mastercard) are not a part of this Agreement but are subject to the terms and restrictions outlined in the applicable benefits brochures or other documents or internet web sites provided or made available to you from time to time. You agree that we may give information about you, any Authorized User and your Account to any third party reasonably needing the information to provide you with such benefits or services. You also agree that we or any third party providing any Account-related benefits or services may change, add, or delete benefits or services at any time without notice to you.

B. **Enforcing this Agreement; Severability.** We may delay or waive enforcing any of our rights or exercising any of our remedies under this Agreement or under applicable law without losing any of those rights or remedies. Even if we do not enforce our rights or exercise our remedies at any one time, we may enforce or exercise them at a later time. Except as otherwise provided in the Arbitration Clause, if any provision of this Agreement is found to be invalid or unenforceable, it shall not affect or impair the validity and enforceability of all remaining provisions of this Agreement.

C. **Headings.** We use headings in this Agreement for convenience and organization. They are for reference purposes only and do not impact the meaning of the provisions.

D. **Assignment; Sale of Account.** We may at any time, and without notice to you, sell, assign or transfer your Account, any amounts due on your Account, this Agreement or our rights or obligations under your Account or this Agreement to any person or entity, subject to applicable law. The person or entity to whom we make any such sale, assignment or transfer shall be entitled to all of our rights and shall assume our obligations under this Agreement, to the extent sold, assigned or transferred. You may not sell, assign or transfer your Account or any of your rights or obligations under this Agreement.

E. **No Security.** Your Account is unsecured. We are not taking (and waive) any security interest in any property in connection with your Account.

F. **Evidence.** You agree that we may use a copy, microfilm, microfiche or digital image of any monthly statement or

other document to prove what you owe us and that the copy, microfilm, microfiche or digital image will have the same validity as the original.

G. **Entire Agreement.** This Agreement is the entire agreement between you and us relating to your Account. This Agreement replaces any prior agreement relating to your Account. In the event of a conflict between this Agreement and any other document, this Agreement will control unless otherwise expressly provided in the other document. This written Agreement is a final expression of the Agreement between you and us. This written Agreement may not be contradicted by evidence of any oral agreement.

H. **Cardholder**: Your name, address and signature (including any electronic or digital signature) and the date on any application or solicitation or on any sales slip or other evidence of indebtedness on your Account represent your name, address and signature and the date on this Agreement. You promise you have reached the age of majority in the jurisdiction in which you reside.

I. **Waiver of Right to Trial by Jury:** If the Arbitration Clause in Exhibit A is not applicable to a legal dispute or claim between you and us (including if you are a Covered Borrower or have timely rejected the Arbitration Clause), to the extent permitted by applicable law, **you and we waive the right to trial by jury in any lawsuit between you and us**.

J. **Notice and Cure.** If the Arbitration Clause in Exhibit A is not applicable to a legal dispute or claim between you and us (including if you are a Covered Borrower or have timely rejected the Arbitration Clause), to the extent permitted by applicable law, before filing a lawsuit or commencing any other legal proceeding, the party asserting the claim (the "**Claimant**") must give the other party written notice of the claim (a "**Claim Notice**"). If you are the claimant, the Claim Notice must be sent by U.S. mail or professional courier service addressed to WebBank, c/o OneMain Financial, Attn. Legal Department, PO Box 59, Evansville, IN 47701 (or such other address as we subsequently provide to you). If we are the Claimant, we must send the Claim Notice to you at the email address or address on file with your account. The Claim Notice must explain in reasonable detail the nature of the claim, any supporting facts, and the relief that is demanded. If you are the Claimant, the Claim Notice also must include all of the following information: (a) your name; (b) the last five digits of your Account number; (c) a phone number at which you (or your attorney can be reached); and (d) if you have retained an attorney, your signed statement expressly authorizing the attorney to act on your behalf and authorizing us to disclose your confidential account records to your attorney if necessary in resolving your claim.

After the Claim Notice containing all of the information required above is received, within 60 days either party may request a conference to discuss informal resolution of the dispute ("Informal Settlement Conference"). If timely requested, the Informal Settlement Conference will take place at a mutually agreeable time by telephone or videoconference. You and a WebBank or OneMain representative must both personally participate in a good-faith effort to resolve the dispute informally without the need to proceed with arbitration. Any counsel representing you or WebBank or OneMain also may participate. The requirement of personal participation in an Informal Settlement Conference may be waived only if both you and either WebBank or OneMain agree in writing.

Any applicable statute of limitations will be tolled during the period between the date that the fully complete Claim Notice is sent until the later of (i) 60 days after receipt of the Claim Notice; or (ii) if an Informal Settlement Conference is timely requested, 30 days after completion of the Informal Settlement Conference (the "Informal Resolution Period").

Unless prohibited by applicable law, no lawsuit or other legal proceeding may be filed during the Informal Resolution Period in order to give you and us a reasonable opportunity to resolve the dispute without the expense of litigation.

ARBITRATION CLAUSE—EXHIBIT A

This Arbitration Clause is part of the Agreement and is legally binding unless you are a Covered Borrower or you timely follow the instructions in Section O below to reject arbitration.

DESCRIPTION OF ARBITRATION. Arbitration is a method of resolving claims and disputes between parties that is more informal than a lawsuit in court. In arbitration, both sides present their case to a neutral third person—the arbitrator—instead of a judge or jury. Arbitration allows for more limited discovery than in court, and an arbitrator's rulings are subject to limited review by courts. Arbitration takes place on an individual basis; class proceedings are not permitted. **UNDER THIS ARBITRATION CLAUSE, YOU, WEBBANK, AND ONEMAIN ARE EACH VOLUNTARILY WAIVING ANY RIGHT TO TRIAL BY JURY OR TO PARTICIPATE IN A CLASS OR REPRESENTATIVE ACTION TO THE FULLEST EXTENT PERMITTED BY LAW.**

A. CLAIMS AND DISPUTES COVERED. Except as specified in this Arbitration Clause, you, WebBank, and OneMain agree that any party may elect arbitration of any Covered Claim. The term "Covered Claim" is intended to be broadly interpreted and includes the following claims or disputes, whether based in contract, tort, statute, equity, or any other legal theory:

- claims arising out of or relating to **any aspect of the relationship** between you and WebBank and OneMain, including, but not limited to, this Agreement, the Account, the Card, Purchases, Access Checks, Cash Advances or Cash Advance Limits, Balance Transfers, any prior loan issued by or assigned to WebBank, OneMain, or their predecessors or affiliates, and transactions or fees allegedly incurred under this or any prior Agreement;

- claims arising out of or relating to any documents, disclosures, advertising, or actions or omissions, including any allegation of fraud or misrepresentation, relating to the Agreement, the Account, fees assessed on the Account, any loan made by or assigned to WebBank, OneMain, or their predecessors or affiliates, or to any other of WebBank's or OneMain's products or services;

- claims arising out of or relating to negotiations, performance, or breach of this Agreement or any loan made by or assigned to WebBank, OneMain, or their predecessors or affiliates;

- claims arising out of or relating to the collection of debts allegedly owed under this Agreement or in connection with any loan made or assigned to WebBank, OneMain, or their predecessors or affiliates;

- claims arising out of or relating to communications by or on behalf of WebBank, OneMain, or their predecessors or affiliates, including claims under the Telephone Consumer Protection Act, do-not-call regulations, or similar laws or any other claim involving emails, faxes, text messages, or calls placed using automated technology or an artificial or prerecorded voice, including communications relating to offers of unrelated products or services; and

- claims arising out of or relating to the collection, retention, protection, use, disclosure, or transfer of any information about you or your accounts for any of WebBank's or OneMain's products or services.

A Covered Claim is subject to arbitration regardless of when it arose, whether it is before the date of this or any prior contract between WebBank or OneMain and you (such as claims relating to advertising or disclosures or claims involving predecessors), or whether the claim arises after the termination of this Agreement. This Arbitration Clause shall survive the termination of the Account or any other any loan or contract between you and WebBank or OneMain, as well as full payment of any amounts owed under this Agreement, any rescission or cancellation of it, any exercise of a self-help remedy, any sale or transfer of this Agreement (in whole or in part) or our rights under this Agreement, any legal proceeding to collect a debt, and any bankruptcy proceeding. This Agreement evidences a transaction in interstate commerce, and thus the Federal Arbitration Act governs the interpretation and enforcement of this Arbitration Clause.

B. COVERED CLAIMS BY OR AGAINST THIRD PARTIES. This Arbitration Clause also covers claims brought by or against your and WebBank's and OneMain's Third Parties. Your Third Parties consist of any co-owners of your Accounts, any authorized or unauthorized users or beneficiaries of your Accounts or loans, and each of those person's assignees, heirs, trustees, agents, or other representatives. WebBank's and OneMain's Third Parties consist of their employees, officers, agents, or directors; their affiliate corporations; any entities which provided insurance in connection with this or any previous transactions between you and WebBank or OneMain; any third parties that assigned this Agreement or other agreements to WebBank or OneMain; any third party that provides you any product or service which you purchased with the assistance or involvement of WebBank or OneMain; any third party that participates in efforts to collect a debt owed under or to repossess collateral pursuant to this Agreement or any other contract issued by or assigned to WebBank, OneMain or their predecessors or affiliates; any other third party providing services to or contracting with Webbank, OneMain, or any of WebBank's or

OneMain's Third Parties; and any of the employees, officers, agents, directors, affiliates, predecessors, successors, or assigns of such third parties. Affiliate corporations are WebBank's and OneMain's past, present, and future parent corporations, subsidiary corporations, and sister corporations, including each of those corporation's predecessors, successors, and assigns. OneMain's affiliates include but are not limited to OneMain Consumer Loan, Inc., iLoan, OneMain Home Equity, Inc., OneMain Financial Services, Inc., and Yosemite Insurance Company.

C. MATTERS NOT COVERED BY ARBITRATION. All claims for damages must be arbitrated, but you agree that WebBank and OneMain do not have to initiate arbitration before exercising lawful self-help remedies or judicial remedies of garnishment, repossession, replevin or foreclosure, but instead may proceed in court for those judicial remedies. You may assert in court any defenses you may have to WebBank's or OneMain's claims in such a lawsuit, but any claim or counterclaim for rescission or damages you may have arising out of, relating to, or in connection with WebBank's or OneMain's exercise of those remedies must be arbitrated. In addition, instead of pursuing arbitration, either you or WebBank or OneMain also have the option to bring an individual lawsuit in small claims or equivalent court, so long as the action remains in that court and is not removed or appealed to a court of general jurisdiction. If these limitations on removal or appeal of small claims court actions are unenforceable, the dispute instead shall be arbitrated. Neither you nor WebBank or OneMain shall be deemed to have waived any arbitration rights by the fact of having exercised any self-help or judicial remedies of garnishment, repossession, replevin or foreclosure or previously filing different claims in small claims court. In addition, disputes over a claim or dispute can or must be arbitrated, including disputes over the validity and enforceability of this Arbitration Clause or whether Sections E, J, or L this arbitration provision have been violated, are for a court to decide, Nothing in this Arbitration Clause precludes you from bringing issues to the attention of federal, state, or local agencies or law enforcement. Such agencies can, if the law allows, seek relief against WebBank or OneMain on your behalf.

D. PRE-ARBITRATION NOTICE OF DISPUTE AND INFORMAL RESOLUTION. A party who intends to seek arbitration must first send to the other party a written Notice of Dispute ("Notice"). The Notice to WebBank or OneMain may be sent by U.S. mail or professional courier service addressed to WebBank, c/o OneMain Financial, Attn. Legal Department, **PO Box 59, Evansville, IN 47701** ("Notice Address"). The Notice to you may be sent to the email address or mailing address on file with your account. The Notice to WebBank or OneMain must include all of the following information: (a) your name; (b) your account number; (c) a description of the nature and basis of the claim or dispute; (d) an explanation of the specific relief sought and the basis for the calculations; (e) the signature of the party sending the Notice; and (f) if you have retained an attorney, your signed statement authorizing WebBank and OneMain to disclose your confidential account records to your attorney if necessary in resolving your claim.

After the Notice containing all of the information required above is received, within 60 days either party may request a conference to discuss informal resolution of the dispute ("Informal Settlement Conference"). If timely requested, the Informal Settlement Conference will take place at a mutually agreeable time by telephone or videoconference. You and a WebBank or OneMain representative must both personally participate in a good-faith effort to resolve the dispute informally without the need to proceed with arbitration. Any counsel representing you or WebBank or OneMain also may participate. The requirement of personal participation in an Informal Settlement Conference may be waived only if both you and either WebBank or OneMain agree in writing.

Any applicable statute of limitations will be tolled during the period between the date that either you or WebBank or OneMain send the other a fully complete Notice, until the later of (i) 60 days after receipt of the Notice; or (ii) if an Informal Settlement Conference is timely requested, 30 days after completion of the Informal Settlement Conference (the "Informal Resolution Period").

E. COMMENCING ARBITRATION. An arbitration proceeding may be commenced by filing a demand for arbitration with the American Arbitration Association ("AAA") only if WebBank or OneMain and you do not reach an agreement to resolve the claim during the Informal Resolution Period. A court will have authority to enforce this Section E, including the power to enjoin the filing or prosecution of arbitrations without first providing a fully complete Notice and participating in a timely requested Informal Settlement Conference. Unless prohibited by applicable law, the arbitration provider shall not accept or administer any arbitration unless the claimant has complied with the Notice and Informal Settlement Conference requirements of Section D.

F. ARBITRATION FORUM AND RULES. The arbitration will be conducted under the Consumer Arbitration Rules ("AAA Rules") of the AAA in effect at the time arbitration is started, as modified by this Arbitration Clause, and will be administered by the AAA. (If the AAA is not available or unwilling to administer arbitrations consistent with this Arbitration Clause or you object to the AAA for good cause, another arbitration provider shall be selected by the parties or, if the parties cannot agree on a provider, by the court.) The AAA Rules are available online at https://www.adr.org/consumer or by writing to the Notice Address.

G. SELECTION OF ARBITRATOR. The AAA maintains lists of approved arbitrators. The AAA will provide the parties a list of seven possible arbitrators. Each side will each have an opportunity to strike three persons from that list. You will make the first strike, and the parties will then alternate in making strikes after that. After the last strike, the remaining person shall then serve as arbitrator. The arbitrator must be a lawyer with at least 10 years' experience or a retired judge.

H. COSTS OF ARBITRATION. The AAA charges certain fees in connection with arbitration proceedings. You may have to bear some of these fees; however, if you are not able to pay your share of those fees or think they are too high, WebBank or OneMain will consider any reasonable request to bear those fees, so long as you have fully complied with the requirements of Sections D, E, J, and L for any arbitration you initiate. WebBank and OneMain will also bear any costs they are required to bear by law or by the terms of any other agreement with you.

I. CONDUCT OF PROCEEDINGS. All issues are for the arbitrator to decide, except as specified in this Arbitration Clause. In resolving the parties' claims, the arbitrator shall apply all applicable substantive law and honor all privileges (such as the attorney-client privilege and attorney work product doctrine) recognized in law. The arbitrator may consider rulings in other arbitrations involving other claimants, but an arbitrator's ruling will not be binding in proceedings involving different claims. Except as specified in Section L below, the arbitrator can award the same damages and relief that a court can award under applicable law.

J. MASS FILINGS. If 25 or more claimants submit Notices or file arbitrations raising similar claims and are represented by the same or coordinated counsel, all of the cases must be resolved in arbitration in stages using staged bellwether proceedings if they are not resolved prior to arbitration as set forth in Section D. The parties agree that the individual resolution of claims in arbitration might be delayed if the claims are pursued in connection with 25 or more similar claims. In the first stage, the parties shall each select up to 10 cases per side (20 cases total) to be filed in arbitration and resolved individually in accordance with this arbitration provision, with each case assigned to a separate arbitrator. In the meantime, no other cases may be filed in arbitration, and the AAA shall not accept, administer, nor demand payment for AAA fees for arbitrations commenced in violation of this Section J. If the parties are unable to resolve the remaining cases after the conclusion of the first stage of bellwether proceedings, each side may select up to another 10 cases per side (20 cases total) to be filed in arbitration and resolved individually in accordance with this arbitration provision in the same manner. This process of staged bellwether proceedings shall continue until the parties are able to resolve all of the claims, either through settlement or arbitration. If these mass filing procedures apply to a claimant's Notice of Dispute, any statute of limitations applicable to the claims set forth in that Notice will be tolled from the time the first cases are selected for bellwether proceedings until the claimant's Notice is selected for a bellwether proceeding, withdrawn, or otherwise resolved. A court will have the authority to enforce this Section J and, if necessary, to enjoin the filing or prosecution of arbitrations or the assessment or collection of AAA fees.

K. ENFORCEMENT AND APPEAL OF DECISION. The decision and judgment of the arbitrator shall be final, binding and enforceable in any court having jurisdiction over the parties and the dispute; however, for Covered Claims seeking or resulting in an award of $100,000 or more (including costs and attorneys' fees), any party may appeal the award, at its own cost, except as provided by law, to a three-arbitrator panel appointed by the AAA. That panel will reconsider from the start any aspect of the initial award that either party asserts was incorrectly decided. The decision of the panel shall be by majority vote and shall be final and binding, except as provided below. The arbitrator's (or panel's) findings, decision and award shall be subject to judicial review on the grounds set forth in the Federal Arbitration Act.

L. REQUIREMENT OF INDIVIDUAL ARBITRATION. The arbitration may award relief (including, but not limited to, damages, restitution, and declaratory and injunctive relief) only in favor of the individual party seeking relief and only to the extent necessary to provide relief warranted by that party's individual claim. **You, WebBank, and OneMain agree that each may bring claims against the other only in your or its individual capacity and not as a plaintiff or class member in any purported class, representative, or private attorney general proceeding.** Further, unless all parties agree otherwise, the arbitrator may not consolidate more than one person's claims, and may not otherwise preside over any form of a class, representative, or private attorney general proceeding. If, after exhaustion of all appeals, any of these prohibitions on non-individualized relief; class, representative, and private attorney general claims; and consolidation is found to be unenforceable as to a particular claim or with respect to a particular request for relief (such as a request for injunctive relief), then the parties agree that such a claim or request for relief shall be decided by a court after all other claims and requests for relief are arbitrated.

M. FUTURE CHANGES TO ARBITRATION AGREEMENT. Notwithstanding any provision in this Agreement to the contrary, if WebBank or OneMain makes any future change to this Arbitration Clause (other than a change to the Notice Address), you may reject any such change by sending WebBank or OneMain written notice with 30 days of the change to the Notice Address. This is not a rejection of arbitration altogether. By rejecting any future change, you are agreeing that we will arbitrate any Covered Claim in accordance with this version of the Arbitration Clause.

O. RIGHT TO REJECT ARBITRATION CLAUSE. If you do not wish to agree to arbitrate, you have 30 days to reject this Arbitration Clause by sending a rejection notice to the Notice Address above ("Rejection Notice"). To be valid, a Rejection Notice must: (a) include your name, Account number, and a statement that you are rejecting the Arbitration Clause in this Agreement; and (b) be received by us within 30 days after the first time you opened the Account. If an arbitration clause has been added for the first time to an existing Agreement for an existing Account, your Rejection Notice must be postmarked on or before the effective date of that amendment to that Agreement. If your Rejection Notice complies with these requirements, this Arbitration Clause will not apply to you with respect to any claims that you or we commence in litigation or arbitration after we receive your Rejection Notice. Rejecting this Arbitration Clause will not affect your other rights or responsibilities under this Agreement. Nor will it affect any other arbitration agreements between you and us, such as arbitration clauses in other contracts between you and us.

ADDITIONAL NOTICES AND DISCLOSURES—EXHIBIT B

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 Periodic Statement

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

WebBank c/o OneMain Financial

P.O. Box 981037

Boston, MA 02298-1037

In your letter, give us the following information:

- Card 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. 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. Purchases made with cash advances from an ATM or with a check that accesses your credit card account do not qualify.

3. You must not yet have fully paid for the purchase.

If all of the criteria above are met and you are still dissatisfied with the purchase, contact us in writing at:

WebBank c/o OneMain Financial

P.O. Box 981037

Boston, MA 02298-1037

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

State Notices

Notice to Delaware and Oregon Residents: Service charges not in excess of those permitted by law will be charged on the outstanding balance from month to month. You may pay more than the minimum payment due, up to your entire balance, at any time.

Notice to Iowa, Missouri, Nebraska, And Texas Residents: **Oral agreements or commitments to loan money, extend credit or forbear from enforcing repayment of debt, including promises to extend or renew such debt, are not enforceable. To protect you and us from any misunderstanding or disappointment, any agreements we reach covering such matters are contained in this writing, which is the complete and exclusive statement of the agreement between us, except as we may later agree in writing to modify it.**

Notice to Massachusetts Residents: Massachusetts law prohibits discrimination based upon marital status or sexual orientation.

Notice to New Jersey Residents: The section headings of this Agreement are a table of contents and not contract terms. Portions of this Agreement with references to actions taken to the extent of applicable law apply to acts or practices that New Jersey law permits or requires. In this Agreement, acts or practices by us (1) that are or may be permitted by “applicable law” are permitted by New Jersey law and (2) that may or will be taken unless prohibited by “applicable law” are permitted by New Jersey law.

Notice to Rhode Island and Vermont Residents: A consumer credit report may be ordered in connection with this application, or subsequently for purposes of review or collection of the Account, increasing the credit line on the Account, or other legitimate purposes associated with the Account. If you are a Vermont resident, you consent to the obtaining of such reports by signing or otherwise submitting a credit application.

Notice to Wisconsin Residents: No provision of any marital agreement, unilateral statement or court order applying to marital property will adversely affect a creditor's interest unless prior to the time credit is granted, the creditor is furnished with a copy of the agreement, statement, or court order, or has actual knowledge of the provision. If you are married, (1) you confirm that this Account is being incurred in the interest of your marriage and your family and (2) you will notify us if you have a spouse who needs to receive notification that credit has been extended to you.