Westlake Black VISA Credit Card Agreement

Westlake Black VISA® Credit Card is issued by Stride Bank, N.A., pursuant to a license from Visa U.S.A. Inc.

There are two parts to this Credit Card Agreement (the "Agreement"): **Rates and Fees Table** and **Consumer Card Agreement**. The **Rates and Fees Table** shows the rates and fees for your credit card. The Agreement contains important information related to your credit card issued by Stride Bank, N.A.("Bank") and serviced by Wilshire Commercial Capital, LLC ("Servicer"). Bank has agreed to lend you money as described in this Agreement, and you agree to pay us back together with interest charges and fees. Your use or activation of the Card and any transaction using the Card or Account indicates your acceptance of the terms of this Agreement. If any fee in the Rates and Fee Table is marked "none," the section of this Agreement that relates to that fee does not apply.

Your Cash Advance limit will be shown on your statement and is part of your total credit limit.

Interest Rates and Interest Charges	
Annual Percentage Rate (APR) for Purchases	**9.49%** to **35.49%** This APR will vary with the market based on the Prime Rate.
APR for Cash Advances	**12.49%** to **35.49%** This APR will vary with the market based on the Prime Rate.
Penalty APR and When it Applies	**35.99%** This APR may be applied to your account if you: 1) Make a late payment; 2) Go over your credit limit; 3) Make a payment that is returned; 4) Become delinquent on other accounts or exceed reasonable utilization rates on credit lines; 5) Become subject to bankruptcy proceedings; 6) Commit fraud in connection with this account; 7) Permanently leave the United States; 8) Are unable or unwilling to repay, including due to death or incapacity; 9) Use your card for illegal activities, or for commercial or other impermissible purposes; or 10) Fail to comply with any term under your agreement or any other agreement with us. **How Long Will the Penalty APR Apply?** If your APRs are increased for any of these reasons, the Penalty APR may apply indefinitely.
Paying Interest	Your due date is at least 21 days after the close of each billing cycle ("Payment Due Date"). We will not charge you interest on purchases if you pay your entire balance by the due date each month. We will begin to charge interest on cash advances on the transaction date.
Minimum Interest Charge	None
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	**None**

Transaction Fees	
• Cash Advance	Either **5.0%** of the amount of each advance or **$10**, whichever is greater.
• Foreign Transaction	**3.0%** of each foreign purchase transaction or foreign ATM advance transaction in a Foreign Currency.
Penalty Fees	
• Late Payment	Up to $**35**.
• Return Payment	Up to $**35**.

How We Will Calculate Balances: We use a method called "average daily balance" (including new transactions). See How Do You Calculate the Interest Charge? below for more details.

Billing Rights: Information on your rights to dispute transactions and how to exercise those rights are included in this Agreement. See Your Billing Rights section for full details.

Note: Your credit card is not eligible for balance transfers.

Can You Change My Account Terms? We can change the terms of your credit card account as permitted by law. When required by law, we will send you notice before doing so.

How Do You Calculate Variable Rates? Variable APRs disclosed above are based on the 7.00% Prime Rate as of 9/25/2026. Variable rates may change when the Prime Rate changes. We calculate variable rate by adding a percentage to the Prime Rate published in the Money Rates section of *The Wall Street Journal* on the 25th day of each month. If *the Wall Street* Journal is not published on that day, then see the immediately preceding edition. If Prime Rate changes, your new rate will take effect on your next billing cycle.

If the APR associated with a plan segment is variable, the APR will equal:

Purchase APR: Prime Rate plus a margin of 2.49% to 28.49%. Max APR is 35.99%.

Cash Advance APR: Prime Rate plus a margin of 5.49% to 28.49%. Max APR is 35.99%.

Any increase in the Prime Rate may increase your interest charges and your minimum payment.

How Can I Avoid Paying Interest Charges? If you pay your statement's "New Balance" in full by the due date each month, we will not charge interest on new transactions that post to the purchase balance. If you have been paying in full without interest charges but fail to pay your next "New Balance" in full, we will charge interest on the unpaid balance.

For cash advances, we will start charging interest on the transaction date.

How Is the Interest Charge Applied? Interest charges accrue from the (1) date of the transaction; (2) date the transaction is processed; or (3) first calendar day of the billing cycle. Interest charges accrue on every unpaid amount until it is paid in full. This means you may owe interest charges even if you pay the entire "New Balance" one month but did not do so for the previous month. Unpaid interest charges are added to the applicable transaction type (e.g., purchase or cash advance) of your account. However, we reserve the right to not assess interest charges at any time.

Minimum Payment: We will calculate the minimum payment as 1) any past due amounts, PLUS 2) the larger of (a) $25 (or the total amount you owe if less than $25), or (b) the sum of 2% of the new balance, plus the current periodic interest charges, any overlimit amounts, and late fees we have billed you on the statement for which your minimum payment is calculated. That figure will then be rounded up to the next whole dollar amount as your minimum payment amount.

How Do You Calculate the Interest Charge? We use a method called Average Daily Balance (including new transactions) for transactions on each plan segment on the account. Plan segments include purchase plans and cash advance plans. Amounts for transactions of each kind are calculated independently and then aggregated together. 1) First, for purchase plan segment (and any special rate offers, as applicable) we take the beginning balance each day, and for cash advance plan segments, we take the beginning balance each day and add in new cash advance transactions. Then we subtract any payments and credits allocated to any plan segment as of that day. The result is the daily balance for each plan segment. 2) Next, for each plan segment, we add the daily balances together and divide the sum by the number of days in the billing cycle. The result is the Average Daily Balance for each plan segment. 3) At the end of each Billing Cycle, we multiply your Average Daily Balance for each plan segment by the daily periodic rate (APR divided by 365) for that plan segment, and then we multiply the result by the number of days in the Billing Cycle. We add the Interest Charges for all plan segments together. The result is your total Interest Charge for the Billing Cycle. NOTE: Due to rounding, this calculation may vary from the interest charge actually assessed.

Military Lending Act Notice: Federal law provides important protections to members of the Armed Forces and their dependents (together "Covered Borrowers") 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 bona fide and participation fees for a credit card account). This rate is known as the military annual percentage rate, or MAPR. To receive this information and a description of your payment obligation, please call this toll-free number: 855-366-0005.

Consumer Credit Card Agreement

Thank you for opening a credit card account with us. This Agreement, and any future changes to it, is your contract with us and governs your credit card.

We reserve the right to amend this Agreement at any time, by adding, deleting, or changing provisions of this Agreement. When required by law, we will send you notice before doing so. If any amendment gives you the opportunity to reject the change, and if you reject the change in the manner provided in such amendment, we may terminate your right to receive credit and may ask you to return or destroy all credit access devices as a condition of your rejection. We may replace your Card with another Card at any time.

This Agreement will continue to apply whether or not you use your Card or Account. It will continue to apply even after your Account is closed, as long as you have a balance or owe us.

PLEASE READ THIS AGREEMENT CAREFULLY. THIS AGREEMENT IS SUBJECT TO MANDATORY ARBITRATION PURSUANT TO THE FEDERAL ARBITRATION ACT AND A WAIVER OF CLASS ACTION AND JURY PROVISION.

Definitions

All capitalized terms used in this Agreement and not otherwise defined have the meanings set forth below.

- ***"Account"*** means your account designated and maintained by the Bank in relation to the credit provided under or in connection with this Agreement. Account includes the account to which any credit transaction or charge by you may be posted.

- ***"Billing Cycle"*** means the time period between billing statements and is used to manage your Account. Each Statement shows the closing data, which is the last day of the Billing Cycle.

- ***"Card"*** means one or more cards or other access devices, including your account number or virtual card, that we may issue to you to receive credit under this Agreement. This includes all renewals and substitutions.

- ***"Cash Advance"*** means 1) a loan in cash or cash equivalents, including, but not limited to, wire transfers, travelers' checks, money orders and foreign currency; or 2) obtaining funds through an automated teller machine (ATM) or a financial institution.

- ***"Fees"*** means charges imposed on your Account not based on the Annual Percentage Rates.

- ***"Interest Charges"*** means any charges to your Account based on the application of Annual Percentage Rates.

- ***"Item"*** means a check, draft, money order or other negotiable instrument you use to pay your Account. This includes any image of these instruments.

- ***"Purchase"*** means the use of your Account or Card to buy or lease goods or services. Tax payments and any other associated fees are considered Purchases, but Cash Advances are not considered Purchases.

- ***"Statement"*** means the periodic statement we mail to you in connection with your Account. Your Statement will include all transactions billed to your Account during a Billing Cycle and information about payment owed to us.

- ***"Truth-in-Lending Disclosures"*** means disclosures that the federal Truth in Lending Act and Regulation Z require for any Account. This includes your application and solicitation disclosures, Account opening disclosures, any disclosures provided as part of this Agreement, subsequent disclosures, Statements, and change in terms notices.

- "***We***," "***us***," "***our***," and "***Bank***" mean Stride Bank, N.A., and its agents, authorized representatives, successors, and assignees.

- "***You***" and "**your**" mean the applicant for the Account, any person responsible for paying the Account, and any person responsible for complying with this Agreement.

Account Documents

The following Account Documents govern your Account with us:

(1) this Agreement;

(2) all Statements;

(3) your account may be affected by any rewards program terms, conditions, and disclosures;

(4) any privacy notices;

(5) any Card benefits brochure which describes benefits provided by the credit card network for your Account. The credit card network may be Visa Inc., MasterCard International Incorporated, or any other network provider;

(6) all disclosures and materials provided to you by us or our Servicer before or when you opened your Account;

(7) any other documents and disclosures relating to your Account, including those provided online; and

(8) any future changes we make to any of the above.

Please read these Account Documents carefully and keep them for future reference.

New Offers

In the future, we may provide you with new offers that we think may interest you. The terms of these offers may differ from the standard terms on your Account. This Agreement will still apply unless otherwise noted on the offer .

Account Information

We need information about you to manage your Account. This includes, but is not limited to:

(1) your legal name;

(2) a valid U.S. mailing address and residential address (if different);

(3) your date of birth;

(4) your Social Security number or other government identification number;

(5) your telephone number(s); and

(6) your employment and income information.

You must tell us when this information changes. We may ask you for additional documents and to verify any changes to information you have provided us.

We may restrict or close your Account if we cannot verify your information, or if you do not provide it as requested.

Credit Limits

We will inform you of your credit limit from time to time. We may give you different credit limits for the different portions of your Account. For example, you may have one credit limit for Purchases and a different one for Cash Advances. You are responsible for keeping track of your balances and your available credit for each transaction type (e.g., Purchases, Cash Advances, etc.). You must keep your Account balance below each applicable credit limit. We may honor transactions above your credit limits, but if we do, these transactions will not increase your credit limit. You are responsible for paying for any transaction you make above your credit limits. We may increase, decrease, restrict, or cancel your credit limit for any and all transaction types at any time. We will provide any notice required by applicable law if we take any adverse action on your Account. This will not affect your obligation to pay us. Your available credit may not be restored for up to ten (10) business days after we receive your payment.

Using Your Account

(1) We may decline to authorize a transaction for any reason. This may occur even if the transaction would not cause you to go over your credit limit or your Account is not in default.

(2) We will bill each transaction to the applicable transaction type of your Account. We will apply it against your available credit for that transaction type category.

(3) We are not liable for any losses that may result when our services are unavailable due to reasons beyond our control.

(4) You may use the Card for Cash Advances and to make Purchases only for personal, family or household purposes from any person or establishment accepting the Card and to take advantage of other features of the Card.

Prohibited Uses of Account

You agree to use the Card and Account only for legal and lawful purposes. Neither the Card nor the Account may be used for:

- Any illegal activity.
- Domestic or international gambling purposes, whether online or otherwise.
- Any purpose in any country or territory that is subject to economic sanctions administered and enforced by the U.S. Department of the Treasury's Office of Foreign Assets Control (OFAC), or with any person or entity subject to such sanctions.
- For the purpose of paying us on this or any other form of credit account you may have with us.
- For the purchase of cryptocurrencies.
- For business or commercial purposes.

If you do use your Card for any such purpose, you will be in default under this Agreement and we may block such transactions and/or terminate your Account, but you will still be liable to us for all charges relating to such transactions and all other transactions on your Account at the time it is closed.

Rewards

Your Account may provide you with the opportunity to earn rewards through Wilshire Commercial Capital. If it does, we will separately provide you with information and terms about the rewards. Reward program(s) or bonus option(s) that are offered to you are not offered by Bank and are offered by Wilshire Commercial Capital. If you have any questions regarding rewards or bonus options, please contact the Servicer toll-free at 855-366-0005.

Cash Advances

You may obtain Cash Advances as permitted for your Account. You may not use Cash Advances to pay any amount you owe us or the Servicer.

Using a PIN

We may give you a personal identification number ("PIN"). For security reasons, you may have to provide the PIN before you are able to use your Card. Keep your PIN secure. Do not write it down, give it to anyone, or keep it with your Card. If you lose your Card or believe the confidentiality of your PIN has been compromised for any reason, you must contact us immediately at the number provided on the back of your Card.

No Authorized Users

We will not issue an additional Card to allow any other person to access the Account. You understand that only you are permitted to use the Card or Account. If, however, any person you authorize initiates a transaction using the Card or Account or if such person incurs a Fee in connection with the Card or Account, you are responsible and liable for the transaction and any Fees or Interest Charges incurred. If you permit another person to have access to the Card or Account, this will be treated as if you authorized such use, and you will be liable for all transactions and Fees incurred by those persons. You are wholly responsible for the use of each Card according to the terms and conditions of this Agreement.

Your Promise to Pay

By using your Card or your Account, you promise to pay us for all transactions made on your Account, including all purchases and advances, as well as any fees, interest charges or other charges or Fees.

Statements

You agree to be a paperless Cardholder and accept all correspondence, including Statements, and communications electronically. We will send you an electronic Statement at the end of each Billing Cycle, unless not required by law or the law prohibits us from doing so. Unless you make other arrangements with us, your Statement will be delivered to you electronically, as further described in the Stride Bank Electronic Communication Consent. We will not send you a Statement if: (1) we deem your Account uncollectable; (2) delinquency collection proceeds have been instituted; or (3) for any other reason permitted by applicable law including when you have no transactions, payments, or balances in that cycle. You may request a paper copy of your Statement by calling toll-free 855-366-0005 or the number on the back of your Card. A fee may be assessed for each requested paper copy of your Statement. If a fee is charged, we will inform you prior to or at that time of your request for a paper statement. Any requested paper Statement will be mailed to you by regular mail to your address as it appears in our records.

Disputed Transactions

You must inspect each Statement you receive and must immediately contact us about any errors or questions you have, as described in the "Billing Rights Summary" on your Statement and in this Agreement. If you do not notify us of an error, we will assume that all information on the Statement is correct. If we credit your Account for all or part of a disputed transaction, you give us all of your rights against others regarding that transaction and will also: (1) give us any information about the disputed transaction, if we ask; (2) not pursue any claim or reimbursement of the transaction amount from the merchant or any other person; and (3) help us get reimbursement from others.

Security and Lost or Stolen Card

You must take reasonable steps to prevent the unauthorized use of your Card and/or Account. For security reasons, you must, upon receipt of the Card, sign it in ink in the space provided and comply with any card activation procedures as may be prescribed by the Bank. You must notify us immediately and assist us in our investigation if your Card is lost or stolen or you believe someone is using your Account or Card without your permission or there has been fraud on your Account. You will not be responsible for transactions on your Account that we find are unauthorized. If we reimburse you for unauthorized transactions, you will help us investigate, pursue, and get reimbursement from the wrongdoer. Your help includes giving us documents in a form that we request. You should contact us by calling us toll-free at 855-366-0005.

Identity Theft

If you believe that you have been the victim of identity theft in connection with your Account or in connection with any other loan or extension of credit made by us, you can request an Affidavit of Identity Theft by:

- Calling us toll free at 855-366-0005,
- Your local police department, or
- The Federal Trade Commission (FTC) website at https://www.identitytheft.gov.

Please send us with the Affidavit of Identity Theft or a police report, and a legible (preferably a picture) copy of your driver's license, government issued identification, or passport and a written statement alleging that you were the victim of identity theft for a specific debt. You may send these items to:

Stride Bank
c/o Wilshire Commercial Capital
Attn: ID Theft Claim
P.O. Box 76809
Los Angeles, CA 90076

You may also fax the requested items to: (877) 821-4730; or you may email them to ComplianceAdmin@westlakefinancial.com.

Once your documentation is received, we will cease any debt collection activity and investigate your claim. During the investigation process, you will not be responsible for the debt. We may contact you should more information be needed during our investigation of your claim. You will be promptly notified of the conclusions of our investigation.

Interest Charges and Fees

We impose Interest Charges and Fees on your account. Interest Charges are imposed using the average daily balance method, as disclosed on your Statement and this Agreement. We will not charge you interest on any new transactions posted to a Purchase transaction of your Account if you paid the total balance across your Account in full by the due date on your Statement each month. We will generally treat Fees as Purchase transactions unless otherwise specified below. Fees apply to your Account only if your Truth-in-Lending Disclosures or this Agreement provide for them. We may increase your Interest Charges and Fees as described in the Amendments to Your Agreement section.

Annual Fee

If the Rates and Fees Table included with your Agreement includes an Annual Fee or Annual Membership Fee, you will be charged this Fee once the account is opened, and on each subsequent anniversary date of Account opening each year. The Annual Fee will be charged to your Account.

Late Payment Fee

We may charge you this Fee if we do not receive your payment as instructed on your Statement. This Fee will not exceed the amount permitted by law. The Late Payment Fee will not exceed the lesser of **$32** or the amount of your Minimum Payment Due. Notwithstanding anything to the contrary in the previous sentence, if you have been assessed a Late Payment Fee within the prior six billing cycles, the Late Payment Fee may be up to **$35**. Paying late may also result in a Penalty APR. See *Penalty Rate* below.

Returned Payment Fee

We may charge you this Fee each time your financial institution for any reason rejects a payment you make to us. The Returned Payment Fee will not exceed the lesser of **$32** or the amount of your Minimum Payment Due. Notwithstanding anything to the contrary in the previous sentence, if you have been assessed a Returned Payment Fee within the prior six billing cycles, the Returned Payment Fee may be up to **$35**. A returned payment may be considered a late payment and also result in a Penalty APR. See *Penalty Rate* below

Cash Advance Fee

We may charge you this Fee each time you take out a Cash Advance. We will treat this Fee as a Cash Advance Transaction.

Transactions Made in Foreign Currencies

If you make a transaction in a foreign currency, the credit card network provider will convert it into a U.S. dollar amount. The credit card network provider will use its own currency conversion procedures. The conversion rate in effect on the processing date may differ from the rate in effect on the transaction date that appears on your Statement. We do not adjust the currency exchange rate. We charge a Foreign Transaction Fee for the currency conversion as set forth in the Rate and Fee Table.

Expedited Shipping Fee

If you request us to expedite the shipping of your Card, you will be charged a $20 expedited shipping fee. You may obtain your Card without incurring an additional expense if you do not request to receive your Card by expedited shipping methods.

Replacement Card Fee

If you request a replacement card, a Replacement Card Fee of $25 may be charged to your account. If you are a Covered Borrower under the Military Lending Act, you will not be charged a Replacement Card Fee.

Minimum Payment

You must pay us at least the minimum payment amount by the Payment Due Date shown on your Statement. If your Payment Due Date falls on a day that we do not receive mail, including weekends or federal holidays (a “Non-Business Day”), we will not treat your payment as late for any purpose if we receive it by the cut-off time on the next day we receive mail (a “Business Day”). Your Statement will tell you: (1) the minimum payment due, which will also include any overlimit amounts; (2) your new balance; (3) the Payment Due Date; and (4) an explanation of when the payment must reach us for us to consider it received as of that date. Returns and other credits to your Account will reduce your Account balance, but they will not change your minimum payment amount.

In addition to the minimum payment, you may pay all or part of the total balance on your Account. But you must still pay at least the minimum payment amount each month, even if you paid more than the minimum payment due on the previous Statement. We will continue to charge Interest Charges during Billing Cycles when you carry a balance regardless of whether your Statement includes a minimum payment that is due. If your Account is 60 days past due, is part of a bankruptcy proceeding or is otherwise charged off, the total balance is immediately due and payable.

Making Payments

Your payment must be made in U.S. dollars from a U.S. deposit account in a form acceptable to us. We do not accept cash payments. You may not make payments with funds from your Account or any other credit account with us or any other company in the Bank organization. We can accept late payments, partial payments or payments marked “payment in full,” or any other restrictive endorsement, without losing any of our rights under this Agreement. We will not treat your payment as late if we receive it by 6:00 p.m. Pacific Time (“cut-off time”) on the Payment Due Date. We may refuse to accept payments made to your Account by someone else on your behalf. If we do accept it, you will be responsible for the payment and any cost if a financial institution rejects it.

Services are available that allow you to make faster or recurring payments, such as ACH, online or by telephone. We will describe the terms for using these services and any applicable Fee before you use them. You do not have to use these other payment services. We are not responsible if your financial institution rejects a payment made using our payment services.

Payment Processing

We may accept and process payments without losing any of our rights. We may delay the availability of credit until we confirm that your payment has cleared. This may happen even if we credit your payment to your Account. We may resubmit and collect returned payments electronically. If necessary, we may adjust your Account to correct errors, process returned and reversed payments, and handle similar issues.

When you send us an Item as payment, you authorize us to make a one-time electronic fund transfer from your deposit account. You also authorize us to process the payment as an Item. We may withdraw the funds from your deposit account as early as the same day we receive your payment. You will not receive your Item back from your bank. We will provide additional information about this process on your Statement.

We may use the information from an item to create an electronic image. We may collect and return the image electronically. This electronic image may also be converted to a substitute check and may be processed in the same way we would process an Item. We will not be responsible if an Item you provide has physical features that when imaged result in it not being processed as you intended.

How We Apply Your Payments

A different APR may apply to your Account depending on the transaction type. For example, Purchases may have a lower APR than Cash Advances. If your Account has balances with different APRs, here is how we apply payments in a Billing Cycle:

(1) We generally apply credits and payments up to your minimum payment first to the balance with the lowest APR, and then to balances with higher APRs.

(2) We apply any part of your payment exceeding your minimum payment to the balance with the highest APR, and then to balances with lower APRs.

(3) In situations where 2 different balances have the same APR and a payment is made, we will choose one of those balances to apply the payment.

Credit Balance

We may reject and return any payment that creates or adds to a credit balance on your Account. Any credit balance we allow will not be made available until we confirm that your payment has cleared. We may without notice restrict the availability of any credit balance in our sole and absolute discretion. We may reduce the amount of any credit balance by any new charges. You may write to the address provided on your Statement or call the number on the back of your Card to request a refund of any available credit balance.

Account Default

Subject to applicable law, you will be in default, and we will consider our prospect of payment, performance on this agreement significantly and materially impaired, if:

(1) you do not make any payment when it is due;

(2) any payment you make is rejected, not paid or cannot be processed;

(3) you exceed a credit limit;

(4) you become delinquent on another account with us or with others or exceed the reasonable utilization of your credit lines;

(5) you file or become the subject of a bankruptcy or insolvency proceeding;

(6) you are unable or unwilling to repay your obligations, including upon death or legally declared incapacity;

(7) we determine that you made a false, incomplete or misleading statement to us, or you otherwise tried to defraud us;

(8) you do not comply with any term of this Agreement or any other agreement with us;

(9) you permanently reside outside the United States; or

(10) Use the card or account for

- Any illegal activity.
- Domestic or international gambling purposes, whether online or otherwise.
- Any purpose in any country or territory that is subject to economic sanctions administered and enforced by the U.S. Department of the Treasury's Office of Foreign Assets Control (OFAC), or with any person or entity subject to such sanctions.
- For the purpose of paying us on this or any other form of credit account you may have with us.
- For the purchase of cryptocurrencies.
- For business or commercial purposes.

If you are in default, we may take certain actions with respect to your Account. For example, depending on the default, we may take the following actions, without notifying you, unless the law says that we must give you notice:

(1) charge you Fees, or change the APRs and Fees on your Account, including increasing your APRs to the Penalty APR in accordance with this Agreement;

(2) close or suspend your Account;

(3) lower your credit limit(s);

(4) demand that you immediately pay the total balance owing on your Account;

(5) continue to charge you Interest Charges and Fees as long as your balance remains outstanding; and/or

(6) file a lawsuit against you or pursue another action that is not prohibited by law. If we file a lawsuit, you agree to pay our court costs, expenses and attorney fees, unless the law does not allow us to collect these amounts.

Penalty Rate

Notwithstanding anything to the contrary above, if you fail to make any payment within 60 days of the date it is due the annual percentage rates on your Account will be increased to the Penalty APR reflected in the Rates and Fees Table. Returned payments will not be considered to be timely payments. The Penalty APR will apply to all balances and will remain in effect until you make at least the Minimum Payment Due by the applicable Payment Due Date for the next six consecutive billing cycles beginning with the first payment due following the increase to the Penalty APR, or as otherwise required by law. If you do not have a minimum payment due during any one or more of the next six consecutive months after a Penalty APR is imposed, we will consider the payment made for that month for purposes of your eligibility for a decrease from the Penalty APR for making the next six minimum monthly payments after the rate increase.

If we apply the penalty rate for any other Account default under the terms of this Agreement, we will notify you and it will be applied indefinitely to all new transactions that occur after such Account default.

Communications

Unless we tell you otherwise, you can notify us at Wilshire Commercial Capital, P.O. Box 76809, Los Angeles, CA 90076, or call us toll-free at 855-366-0005. When writing, please include your name, address, home telephone number and Account number.

To the extent permitted by applicable law, you authorize us and our affiliates, agents, and contractors, and anyone to whom we may sell your Account, to contact you to service your Account or for collection purposes. You agree that these contacts are not unsolicited for purposes of state or federal law. You further agree that the Bank, its affiliates, agents, and contractors and anyone to whom it may sell your Account may: (1) contact you in any way, including mail, email, calls, and texts, including a mobile, wireless, or similar device, even if you are charged by your provider, and using automated telephone equipment or prerecorded messages; (2) contact you at any number that you have given us or any number we have for you in our records, including your cellular or other wireless device, even if that number is a wireless, cellular, or mobile number, is converted to a mobile/wireless number, or connects to any type of mobile/wireless device, and even if such telephone number is currently listed on a Do Not Call Registry; and (3) contact you at any email address you provide to us or any other person or company that provides any services in connection with this Agreement. You authorize us to monitor and/or record your calls with us. You agree to notify us within five (5) business days after changing your email address, mailing address, or phone number. To the extent you have the right to revoke your consent to communication by autodialed calls and/or text messages to your mobile number under applicable law, you may exercise this right by contacting the applicable messaging party directly or by calling our customer support at 855-366-0005.

Digital Wallets

Smartphone, tablet, or other wireless device ("Mobile Device") may download, access, and/or store information associated with your Card and/or your Account through a software application ("Digital Wallet") on your Mobile Device. You may elect to add your Card to one or more digital wallets ("Digital Wallets") supported by us if we make such Digital Wallet services available to you, subject to our Digital Wallet terms and conditions. If your Card is supported and you choose to store its information or otherwise add your Card to a Digital Wallet supported by us, you may be able to use your Mobile Device to make purchase and to initiate cash advances subject to our terms and conditions governing the use of your Card in connection with the Digital Wallet. In some instances, your Mobile Device will replicate your Card information to facilitate the transaction, and in other instances, your Mobile Device may be treated as if it is your Card itself.

When you add your Card to the Digital Wallet, you are solely responsible to ensure that there is sufficient available credit on your Card account for any transactions initiated using the Digital Wallet. Insufficient available credit may result in over-the-limit fees as set forth in the Disclosures.

You understand that applications and Digital Wallets that can access your Card information are provided by third-parties and are not within our control. WE WILL NOT BE LIABLE FOR ANY LOSS THAT IS CAUSED BY OR RELATED TO YOUR

USE OF YOUR CARD IN CONNECTION WITH A THIRD-PARTY DIGITAL WALLET OR APPLICATION EXCEPT AS MAY BE REQUIRED BY APPLICABLE LAW. Third-party Digital Wallets have their own Terms and Conditions. Please read them carefully. Transactions made through mobile applications and Digital Wallets are governed by this Agreement. If you store your Card or Account information on your Mobile Device, it is important that you treat your Mobile Device as if it is your Card and protect it against unauthorized access.

Credit Reports

We may reevaluate your financial condition and investigate any information you provided on your Account application at any time and ask you for additional information about your financial condition. You also give us permission to obtain and use any information about you that we believe would be beneficial to facilitate our determination of your eligibility for the Account and the Card, including credit reports from consumer reporting agencies. We or our Servicer may obtain and use credit, income and other information about you from consumer reporting agencies and others as the law allows.

As may be required by law, you are hereby notified that a negative credit report reflecting on your credit record may be submitted to a credit reporting agency if you fail to fulfill the terms of your credit obligations. Accordingly, late payments, missed payments, or other defaults on your Account may be reflected in your credit report. If you believe that we have reported inaccurate information about your Account to a credit bureau or other consumer reporting agency, notify us in writing at Wilshire Commercial Capital, P.O. Box 76814, Los Angeles, CA 90076. When you write, you must:

(1) include sufficient information to identify the account or other relationship that is in dispute, including your account number, name, address, and telephone number.

(2) tell us the specific information that you believe is incorrect and why you believe it is incorrect.

(3) provide supporting documentation or other information reasonably required by us to substantiate the basis of the disputed information. This may include a copy of the relevant portion of your consumer report that contains the allegedly inaccurate information, a police report, a fraud or identity theft affidavit, a court order, or account statement.

Once your documentation is received, we will investigate your dispute. We may contact you should more information be needed during our investigation of your dispute. You will be promptly notified of the conclusions of our investigation.

Amendments to Your Agreement

At any time, we may add, delete, or change any term of this Agreement, unless the law prohibits us from doing so. We will give you notice of any changes as required by law. We may notify you of changes on your Statement or in a separate notice. Our notice will tell you when and how the changes will take effect.

Your variable APRs (if applicable) can go up or down as the index for the rate goes up or down. If we increase your APRs for any other reason, or if we change your Fees or other terms of your Account, we will notify you as required by law.

The Law That Applies to Your Agreement

This Agreement is entered into between you and us in the State of Utah, and your Account and this Agreement, and any claim, dispute or controversy arising from or relating to your Account or this Agreement, whether based in contract, tort, fraud or otherwise and regardless of the place where you live, is governed by, and construed in accordance with, the laws of the State of Utah, without regard to Utah's conflict of laws principles, and applicable federal laws and regulations. The legality, enforceability and interpretation of this Agreement and the amounts contracted for under this Agreement also are governed by Utah law and applicable provisions of federal law, and all amounts granted under this Agreement are extended from the State of Utah.

Servicer

The Servicer services parts of your Card and Account, including, but not limited to, Account and/or Card management through Servicer's website or mobile application and customer service relating to any rewards offered in connection with your Card or Account. In this capacity, the Servicer may act on our behalf, perform our obligations, or enforce our rights under this Agreement. You understand and acknowledge that we may share with Servicer any information you provide to us in connection with your Account or Card or any information we collect in connection with your Account or Card in order for Servicer to provide you with products and/or services in connection with your Account and/or Card.

Waiver

We can delay enforcing or not enforce any or part of our rights under this Agreement without losing our right to enforce them in the future. For example, we may accept late payments or payments that are marked "payment in full" or with other restrictive endorsements without losing any of our rights under this Agreement. We may waive our right without notifying you. For example, we may waive your Interest Charges or Fees without notifying you and without losing our right to charge them in the future.

Assignment

This Agreement will be binding on, and benefit, any of your and our successors and assigns. You may not sell, assign, or transfer your Account or this Agreement to someone else without our written permission. We may sell, assign, or transfer your Account and this Agreement without your permission and without prior notice to you. Any assignee or assignees will take our place under this Agreement. You must pay them and perform all of your obligations to them and not us. If you pay us after we notify you that we have transferred your Account or this Agreement, we can return the payment to you, forward the payment to the assignee, or handle it in another way that is reasonable.

Disclaimer of Liability

We are not responsible if anyone refuses to accept or honor your Card or Account, even if you have sufficient available credit. Except as required by applicable law, we will not be responsible for any claim or defense you may have against any third-party that arises out of or in connection with any transaction with your Card or Account or any services or goods or other property purchased or leased using your Card or Account. We are not responsible for any losses you incur if we do not authorize a transaction.

Termination

Subject to applicable law, we may terminate this Agreement or revoke your right to use your Account or Card, along with your right to make future transactions, at any time and for any reason without notice to you. You may contact us at 855-366-0005 or at the number on the back of your Card to close your Account. If we close or suspend your Account for any reason, you must stop using your Card. You must also cancel all billing arrangements set up on the Account. If we close or permanently suspend your Account, you must return or destroy all Cards. You must still pay us all amounts you owe on the Account. You must also return the Card to us or destroy it if we ask you to.

Arbitration

THE FOLLOWING ARBITRATION PROVISION IS NOT APPLICABLE TO BORROWERS WHO ARE "COVERED BORROWERS" UNDER THE MILITARY LENDING ACT, AS DEFINED BY 32 C.F.R. § 232.3(g).

This Section sets forth the circumstances and procedures under which Claims (as defined below) shall be arbitrated instead of litigated in court upon the election of either party.

(1) Definitions: As used in this Arbitration Section, the term "Claim" means any claim, dispute or controversy between you and Bank, Servicer or any of their agents or retailers, arising from or relating to the Card or this Agreement as well as any related or prior agreement that you may have had with us or the relationships resulting from this Agreement, including the validity, enforceability or scope of this Arbitration Section or the Agreement. "Claim" includes claims of every kind and nature, including but not limited to initial claims, counterclaims, cross-claims and third-party claims and claims based upon contract, tort, fraud and other intentional torts, statutes, regulations, common law and equity. The term "Claim" is to be given the broadest possible meaning that will be enforced and includes, by way of example and without limitation, any claim, dispute or controversy that arises from or relates to (i) your Card or Account; (ii) advertisements, promotions or oral or written statements related to the Card or Account or goods or services purchased with the Cards; (iii) the benefits and services related to the Card or Account; and (iv) your enrollment for any Card or Account. We shall not elect to use arbitration under the Arbitration Provision for any Claim that you properly file and pursue in a small claims court of your state or municipality so long as the Claim is individual and pending only in that court; any appeals from that court shall be pursued only in arbitration. As used in this Arbitration Section, the terms "we" and "us" shall for all purposes mean the Bank and Servicer, and their respective affiliates, licensees, predecessors, successors, and assigns, and all of their respective agents, employees, directors, and representatives. In addition, "we" or "us" shall include any third party using or providing any product, service or benefit in connection with any Cards (including, but not limited to merchants who accept the Card, third parties who use or provide services, debt collectors and all of their agents, employees, directors and representatives) if, and only if, such third party is named as a co-party with us (or files a Claim with or against us) in connection with a Claim asserted by you. As solely used in this Arbitration Section, the terms "you" or "your" shall mean all persons or entities that have access to or use a Card or Account, including but not limited to all persons or entities contractually obligated under any of the Agreements.

(2) Initiation of Arbitration Proceeding/Selection of Administrator: Any Claim shall be resolved, upon the election by you or us, by arbitration pursuant to this Arbitration Section and the code of procedures (including mass arbitration procedures, if applicable) of the national arbitration organization to which the Claim is referred in effect at the time the Claim is filed. Claims shall be referred to either Judicial Arbitration and Mediation Services ("JAMS") or the American Arbitration Association ("AAA"), as selected by the party electing to use arbitration. For a copy of the procedures, to file a Claim or for other information about these organizations, contact them as follows: (i) JAMS at 1920 Main Street, Suite 300, Los Angeles, CA 92614; website at www.jamsadr.com; and (ii) AAA at 335 Madison Avenue, New York, NY 10017; website at www.adr.org. To begin arbitration, follow the steps required by the chosen arbitration organization, which may include completing an arbitration demand form, gathering supporting documents, sending a copy of the demand form and supporting documents to us and to the arbitration organization, and paying the arbitration organization's required filing fee.

(3) Significance of Arbitration: IF ARBITRATION IS CHOSEN BY ANY PARTY WITH RESPECT TO A CLAIM, NEITHER YOU NOR WE WILL HAVE THE RIGHT TO LITIGATE THAT CLAIM IN COURT OR HAVE A JURY TRIAL ON THAT CLAIM, OR TO ENGAGE IN DISCOVERY EXCEPT AS PROVIDED FOR IN THE CODE OF PROCEDURES OF JAMS OR AAA, AS APPLICABLE (THE "CODE"). FURTHER, YOU WILL NOT HAVE THE RIGHT TO PARTICIPATE IN A REPRESENTATIVE CAPACITY OR AS A MEMBER OF ANY CLASS OF CLAIMANTS PERTAINING TO ANY CLAIM SUBJECT TO ARBITRATION. THE ARBITRATOR SHALL NOT CONDUCT A CLASS ARBITRATION OR A JOINT ARBITRATION, EXCEPT AS SET FORTH BELOW. THE ARBITRATOR'S DECISION WILL BE FINAL AND BINDING. NOTE THAT OTHER RIGHTS THAT YOU WOULD HAVE IF YOU WENT TO COURT ALSO MAY NOT BE AVAILABLE IN ARBITRATION.

(4) Restrictions on Arbitration: If either party elects to resolve a Claim by arbitration, that Claim shall be arbitrated on an individual basis. There shall be no right or authority for any Claims to be arbitrated on a class action basis or on bases involving Claims brought in a purported representative capacity on behalf of the general public, other cardholders or other persons similarly situated. The arbitrator's authority to resolve Claims is limited to Claims between you and us alone, and the arbitrator's authority to make awards is limited to you and us alone. Furthermore, Claims brought by you against us or by us against you may not be joined or consolidated in arbitration with Claims brought by or against someone other than you, unless otherwise agreed to in writing by all parties.

(5) Location of Arbitration/Payment of Fees: Any in-person arbitration hearing shall take place in the federal judicial district of your residence. At the arbitrator's discretion, the arbitration hearing may be conducted virtually or by phone. At your written request, we will consider in good faith making a temporary advance of all or part of the filing administrative and/or hearing fees for any Claim you initiate as to which you or we seek arbitration. At the conclusion of the arbitration (or any appeal thereof), the arbitrator (or panel) will decide who will ultimately be responsible for paying the filing, administrative and/or hearing fees in connection with the arbitration (or appeal). If and to the extent you incur filing, administrative and/or hearing fees in arbitration, including for any appeal, exceeding the amount they would have been if the Claim had been brought in the state or federal court which is closest to your billing address and would have had jurisdiction over the Claim, we will reimburse you to that extent unless the arbitrator (or panel) determines that the fees were incurred without any substantial justification.

(6) Arbitration Procedures: This Arbitration Section is made pursuant to a transaction involving interstate commerce, and shall be governed by the Federal Arbitration Act, as it may be amended (the "FAA"). The arbitration shall be governed by the applicable Code, except that (to the extent enforceable under the FAA) this Arbitration Section shall control if it is inconsistent with the applicable Code. The arbitrator shall apply applicable substantive law consistent with the FAA and applicable statutes of limitations and shall honor claims of privilege recognized at law and, at the timely request of either party, shall provide a brief written explanation of the basis for the decision. In conducting the arbitration proceeding, the arbitrator shall not apply the Federal or any state rules of civil procedure or rules of evidence. The arbitrator shall take reasonable steps to preserve the privacy of individuals, and of business matters. Judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction. The arbitrator's decision will be final and binding, except for any right of appeal provided by the FAA. However, any party can appeal that award to a three-arbitrator panel administered by the same arbitration organization, which shall consider anew any aspect of the initial award objected to by the appealing party. The appealing party shall have thirty (30) days from the date of entry of the written arbitration award to notify the arbitration organization that it is exercising the right of appeal. The appeal shall be filed with the arbitration organization in the form of a dated writing. The arbitration organization will then notify the other party that the award has been appealed. The arbitration organization will appoint a three-arbitrator panel which will conduct arbitration pursuant to its Code and issue its decision within one hundred twenty (120) days of the date of the appellant's written notice. The decision of the panel shall be by majority vote and shall be final and binding.

(7) Survival: This Arbitration Section shall survive termination of your Card or Account as well as voluntary payment of the debt in full by you, any legal proceeding by us to collect a debt owed by you, and any bankruptcy by you or us. If any portion of this Arbitration Section is deemed invalid or unenforceable under any principle or provision of law or equity, consistent with the FAA, it shall not invalidate the remaining portions of this Arbitration Section, the Agreement, or any prior agreement you may have had with us, each of which shall be enforceable regardless of such invalidity. If a Claim seeks public injunctive relief and a court determines that this Arbitration Section's restriction on serving in a representative capacity is unenforceable with respect to that Claim, then after all appeals have been exhausted, the Claim for public injunctive relief will be determined in court and will not be arbitrated. All individual Claims seeking monetary relief will still be arbitrated, and the parties agree to stay any Claim for public injunctive relief until the arbitration award pertaining to individual relief has been entered in court.

(8) Your Right to Opt Out of Arbitration: You may opt out of this Arbitration provision by sending a written notice to us at: Wilshire Commercial Capital, P.O. Box 76809, Los Angeles, CA 90076-0809. Your opt out notice must be postmarked no later than 45 days after your first Card transaction. Your opt out notice must state that you reject the Arbitration provision and include your name, address, Account number and personal signature. No one else may sign the opt out notice. If your opt out notice complies with these requirements, this Arbitration provision will not apply to you. Opting out of this Arbitration provision will not affect your other rights or responsibilities under this Agreement. Your decision to opt out of this Arbitration provision will not affect your ability to use your Card or Account, receive any other benefit, product or service you may have

nor will it affect our decision to continue to extend credit to you under this Agreement. Your opt out notice will not apply to the arbitration provision(s) governing any other account(s) that you have or had with us.

NOTICE TO ACTIVE DUTY SERVICEMEMBERS AND 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).

You can call us toll free at 855-366-0005, for a disclosure of (i) a statement of the Military Annual Percentage Rate, and (ii) your payment obligations (payment schedule) applicable to this extension of credit.

COVERED BORROWER SAVINGS CLAUSE: The provisions of this paragraph apply only to a "Covered Borrower" as that term is defined by 32 C.F.R. § 232.3(g). If any provision of this Agreement not identified herein is contrary to the rights and protections afforded to you by Federal law pursuant to 10 U.S.C. § 987 and its implementing regulations, including, but not limited to 32 C.F.R. § 232.8, then the conflicting provisions or proscribed terms are inoperative, and shall have no force and effect. However, all remaining contract terms and provisions not proscribed or prohibited shall remain in full force and effect.

Your Billing Rights – Keep 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:

Wilshire Commercial Capital, P.O. Box 76809, Los Angeles, CA 90076

In your letter, give us the following information: (1) account Information: your name and Account number; (2) dollar amount: the dollar amount of the suspected error; and (3) description of the 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, and at least three (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(s) 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; and (2) Within 90 days of receiving your letter, we must either correct the error or explain to you why we believe your statement is correct. While we investigate whether or not there has been an error: (1) we cannot try to collect the amount in question or report you as delinquent on that amount. (2) The charge in question may remain on your statement, and we may continue to charge you interest on that amount. (3) While you do not have to pay the amount in question while we investigate the error, you are responsible for the remainder of your balance. (4) We can apply any unpaid amount against your credit limit.

Within 90 days of receipt of your letter we will send you a written notice explaining one of two things:

- **If we made a mistake:** That we corrected the error (to appear on your next Statement) and 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**: We will send you a Statement of the amount you owe, and the date payment is due. You will have to pay the amount in question, along with applicable interest and fees. 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 Card Purchase: If you are dissatisfied with the goods or services that you have purchased with your 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 Card for the purchase. Purchases made with Cash Advances from an ATM do not qualify or with a check that accesses your credit card account do not qualify; and (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:

Wilshire Commercial Capital, P.O. Box 76809, Los Angeles, CA 90076

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 us an amount and you do not pay, we may report you as delinquent.

State Notices

All Accounts, including California and Utah Residents: As required by law, you are hereby notified that a negative credit report reflecting on your credit record may be submitted to a credit reporting agency if you fail to fulfill the terms of your credit obligations.

Wisconsin Residents: Your signature confirms that this loan obligation is being incurred in the interest of your marriage or family. No provision of any marital property agreement, unilateral statement or court decree adversely affects a creditor's interest unless, prior to the time the credit is granted, the creditor furnishes a copy of the agreement, statement or decree or has actual knowledge of the adverse provision.

New York and Vermont Residents: We may obtain at any time your credit reports, for any legitimate purpose associated with the Account or the application or request for an Account, including but not limited to reviewing, modifying, renewing, and collecting on your Account. On your request, you will be informed if such a report was ordered. If so, you will be given the name and address of the consumer reporting agency furnishing the report. New York residents may contact the New York State Department of Financial Services to obtain a comparative listing of credit card rates, fees, and grace periods. New York State Department of Financial Services - (800) 342-3736 or https://www.dfs.ny.gov/.

New Jersey Residents: Because certain provisions of this Agreement are subject to applicable laws, they may be void, unenforceable or inapplicable in some jurisdictions. None of these provisions, however, is void, unenforceable or inapplicable in New Jersey.

Missouri, Nebraska, and Washington Residents: Oral agreements or commitments to loan money, extend credit or to forbear from enforcing repayment of a debt, including promises to extend or renew such debt, are not enforceable. To protect you (borrower) and us (creditor) from 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.

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

Ohio Residents: The 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 the law.