Pricing Information

PAYMENT INFORMATION
All charges made on this charge card during each billing cycle are due and payable at least 21 days after you receive your periodic statement for that billing cycle.

FEES	
Transaction Fee	
• Cash Advance	**None.**
• Balance Transfer	**None.**
• Foreign Transaction	**3%** of the amount of each transaction in U.S. dollars.
Penalty Fees	
• Late Payment	Up to **$15**
• Returned Payment	Up to **$15**

How We Will Calculate Your Balance: Not Applicable. This is a charge card account. We do not charge interest. Your entire Statement Balance (the total amount you owe as shown on your periodic statement) is due each billing cycle.

Security Deposit Account: This is a secured card. Upon opening your Account, we will open a Security Deposit Account (the "Reimbursement Account") for you, which is a non-interest-bearing deposit account, and we will take a security interest in the funds in the Reimbursement Account. The Reimbursement Account is designed to receive reimbursements from your ESA Program. Funds in the Reimbursement Account secure all amounts you owe us, including charges, fees, and any other amounts due, and are subject to substantial limits on withdrawal while you owe us any money. Full terms will be provided at account opening.

MILITARY LENDING ACT NOTICE: Federal law provides important protections to members of the Armed Forces and their dependents relating to extensions of consumer credit. In general, the cost of consumer credit to a member of the Armed Forces and his or her dependent may not exceed an annual percentage rate of 36 percent. This rate must include, as applicable to the credit transaction or account: the costs associated with credit insurance premiums; fees for ancillary products sold in connection with the credit transaction; any application fee charged (other than certain application fees for specified credit transactions or accounts); and any participation fee charged (other than certain participation fees for a credit card account). To receive this information and a description of your payment obligation verbally, please call 833-348-6330.

Important Information

Important Information About Procedures for Opening a New Account

To help the government fight the funding of terrorism and money laundering activities, Federal law requires all financial institutions to obtain, verify, and record information that identifies each person who opens an account. What this means for you: When you open an account, we will ask for your name, address, date of birth, and other information that will allow us to identify you. We may also ask to see your driver's license or other identifying documents.

Important Information About Credit Reporting

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

State Specific Information

The Secured Pathfinder Education Visa® Charge Card is open to eligible participants of state education savings account programs who reside in: Arizona.

PROGRAM TERMS: By applying for this Account issued by Column N.A you understand that you may not be approved if you do not meet Column, N.A's credit criteria and other criteria, including but not limited to:

a. You are under the age of 21 on the date you submit your application for credit.

b. You reside in a state where financing is not offered under this program.

c. You are not an eligible participant of a state education savings account program.

d. Your name, address and social security number do not match an existing credit bureau file.

e. The application is missing required information, or the information you provide cannot be verified.

All credit is granted, and all Accounts are owned by Column N.A. Your application is subject to approval by Column N.A.

Important Disclosures About Your Secured Pathfinder Education Visa® Charge Card

The Secured Pathfinder Education Visa® Charge Card is issued by Column N.A.

INTEREST RATES AND INTEREST CHARGES	
Annual Percentage Rate (APR) for Purchases	Not Applicable. All charges made on this charge card during each billing cycle are due and payable at least 21 days after you receive your periodic statement for that billing cycle.
How to Avoid Paying Interest	We will not charge you interest because your entire statement balance is due 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	
Transaction Fee	
● Cash Advance	**None.**
● Balance Transfer	**None.**
● Foreign Transaction’	**3%** of the amount of each transaction in U.S. dollars.
Penalty Fees	
● Late Payment	Up to **$15**
● Returned Payment	Up to **$15**

How We Will Calculate Your Balance: Not Applicable. This is a charge card account. We do not charge interest. Your entire Statement Balance (the total amount you owe as shown on your periodic statement) is due each billing cycle. See the "Interest Calculation" section of the Cardmember Agreement for more details.

Security Deposit Account: This is a secured card. In conjunction with the opening of your Account, we will open a Security Deposit Account (the ”Reimbursement Account”) for you, which is a non-interest-bearing deposit account, and we will take a security interest in the funds in the Reimbursement Account. You may designate the Reimbursement Account to receive reimbursements from your ESA Program account, and if you do so you authorize ESA Program reimbursements to be deposited into your Reimbursement Account and agree that we will take security interest in the reimbursement funds. Funds in the Reimbursement Account secure all amounts you owe us under the Cardmember Agreement, including charges, fees, and any other amounts due, and are subject to substantial limits on withdrawal while you owe us any money at any time. See the Reimbursement Account Terms and Conditions and the Security Agreement for more details.

Billing Rights: See "Billing Rights Summary" section of the Cardmember Agreement for information on your rights to dispute transactions and how to exercise those rights.

Military Lending Act Disclosure: To receive important disclosures and payment obligation information about this Agreement verbally, please call 833-348-6330.

SECURED CARDMEMBER AGREEMENT

General Information: This Secured Pathfinder Education Visa® Charge Card Cardmember Agreement, including the Arbitration Clause in Exhibit A (unless you reject it or are a Covered Borrower), the Security Agreement in Exhibit B ("Security Agreement"), and the Important Disclosures About Your Secured Pathfinder Education Visa® Charge Card ("**Important Disclosures**") (together, the "**Agreement**") is the agreement for your Secured Pathfinder Education Visa® Charge charge card account issued by Column N.A. (your "**Account**"). Key terms are defined throughout this Agreement, including in the "Definitions" section, below. The words "**we**," "**us,**" "**our**" and "**Column**" each mean Column N.A., and its successors and assigns. The word "Pathfinder" means Pathfinder AI, Inc., the company that assists Column N.A. in servicing your Account. (We may allow Pathfinder and/or other third parties to exercise our rights on our behalf.) The words "**Cardmember**," "**you**" and "**your**" each mean all persons whom we approve to use the Account, and any person who agrees to be responsible for payment of the Account. Please keep a copy of the Agreement for your records and read it carefully.

THIS AGREEMENT INCLUDES AN ARBITRATION CLAUSE (EXHIBIT A). UNLESS YOU PROPERLY REJECT THE ARBITRATION CLAUSE, IT WILL HAVE A SUBSTANTIAL EFFECT ON YOUR RIGHTS IN THE EVENT OF A DISPUTE WITH US. FOR EXAMPLE, IF WE ELECT TO REQUIRE YOU TO ARBITRATE ANY CLAIM, YOU WILL NOT HAVE THE RIGHT TO A JURY TRIAL OR THE RIGHT TO PARTICIPATE IN A CLASS ACTION IN COURT OR IN ARBITRATION. THE ARBITRATION CLAUSE DOES NOT APPLY IF, AS OF THE AGREEMENT DATE, YOU ARE A MEMBER OF THE ARMED FORCES OR A DEPENDENT OF SUCH MEMBER COVERED BY THE FEDERAL MILITARY LENDING ACT.

1. Definitions: The following terms as used in this Agreement mean the following:

"**Annual Percentage Rate**" or "**APR**" means the rate, disclosed as a percentage, used to calculate interest charges for your Account.

"**App**" means the mobile application you may use to access information about your Account.

"**Available Credit**" means the amount of available credit you have under the Account at any time. Your Available Credit generally equals the applicable Credit Limit minus the amount of principal, interest, and fees, as applicable, that you have outstanding at any time, provided that, for purposes of computing your Available Credit, we need not give you credit for any payments on the Account until we are satisfied that the payment has been successful and is not subject to reversal. If we establish different Credit Limits for different types of transactions or for the different credit plans of your Account, we may calculate the Available Credit separately for each applicable Credit Limit.

"**Balance Transfer**" means a one-time transfer of all or part of the balance you owe on your Prior Account to this Account, requested by you through the App as described in Section 5(b).

"**Card**" means any charge card, Account number, virtual account, digital wallet, or other access device issued by us to you, or any other form of access device that can be used to access credit on your Account.

"**Cash Advance**" means the use of your Account to get cash, including foreign currency or what we consider to be a cash-like transaction.

"**Credit Limit**" means the maximum amount of credit that can be accessed using your Account. Your Credit Limit may also be subject to the terms of the Security Agreement.

"**Collateral**" means your right, title, and interest in the Reimbursement Account, all funds in the Reimbursement Account from time to time, and all additions to, earnings on, and proceeds of the foregoing.

"**Covered Borrower**" means a consumer who, at the time the consumer becomes obligated on a consumer credit transaction or establishes an account for consumer credit, is a covered member or a dependent of a covered member, as defined in 32 C.F.R. § 232.3(g)(2) and (g)(3). Covered members of

the armed forces include members of the Army, Navy, Marine Corps, Air Force, or Coast Guard currently serving on active duty pursuant to title 10, title 14, or title 32 of the U.S. Code under a call or order that does not specify a period of 30 days or fewer, or such a member serving on Active Guard and Reserve duty as that term is defined in 10 U.S.C. § 101(d)(6).

"**Eligible Educational Expenses**" means purchases made using your card for goods or services that are defined as eligible educational expenses by your ESA Program.

"**ESA Program**" means the state program of which you are a member in good standing that allows you access to funds to use for Eligible Educational Expenses.

"**Payment Due Date**" means the date shown on each Statement by which you must pay the Statement Balance shown on such Statement.

"**Prior Account**" means a Pathfinder card account issued by us that you held before opening this Account and that this Account was opened to replace, as described in Section 5(b).

"**Purchase**" means using your Card (including through a mobile device or digital wallet) to purchase or lease goods or services. "Purchases" generally include any credit adjustments related to a Purchase. Cash Advances are not Purchases. For balance computation purposes, we treat Fees and Balance Transfers as Purchases unless otherwise provided.

"Security Agreement" means the Security Agreement between you and Column N.A. that creates a security interest in the Reimbursement Account and related Collateral to secure your obligations under this Agreement.

"Reimbursement Account" means the non-interest-bearing security deposit account established and maintained at Column N.A. in connection with your Account, the terms of which are set forth in the Reimbursement Account Terms and Conditions and the Security Agreement.

"Reimbursement Account Terms and Conditions" means the agreement governing the Reimbursement Account, as amended from time to time.

"**Statement**" means a periodic billing statement we will provide to you if and as required by applicable law.

"**Statement Balance**" means the total amount you owe us as of the closing date of a billing cycle, as shown on each Statement.

2. Acceptance and Use of This Account; Promise to Pay: By accepting a Card, activating or using the Account, or allowing someone else to do so, you agree to and accept the terms of this Agreement, as such terms may be changed from time to time by us. In connection with your Account, we will establish a Reimbursement Account and you will grant us a security interest in the Reimbursement Account and all funds therein pursuant to the Security Agreement. The Reimbursement Account and Security Agreement are integral parts of this Agreement.

You may use your Account only for personal, family, or household purposes specifically related to Eligible Educational Expenses. You may not use the Account for any business, commercial or investment purpose. You agree to maintain your eligibility with the ESA Program and if you become ineligible at any time, you will stop any use of the Card and pay your outstanding balance in full. The ESA Program may offer reimbursement for certain transactions made with your Card. We are not responsible for your eligibility in the ESA Program or the eligibility of transactions for reimbursement under the ESA Program.

You should sign the back of your Card before using it. You promise to pay us the amount of all transactions, including Purchases, Balance Transfers and advances, fees and other amounts charged to your Account.

Your Account is a charge card account, not a revolving credit card account. This means you must pay your full Statement Balance each month by the Payment Due Date. Unlike revolving credit cards, you

cannot carry a balance from month to month on purchases, and there is no minimum payment option. You are required to pay the entire Statement Balance shown on your monthly statement by the Payment Due Date to remain in good standing.

You may make Purchase transactions up to your Credit Limit either by presenting your Card to a merchant, or by using your Card or Account number over the telephone, internet or some other electronic method, to complete such transactions.

Certain mobile phones or other electronic devices can be provisioned to function as a Card, such as by storing and/or accessing Account data (for example, through a digital wallet). Transactions using such devices can proceed like an online transaction over the internet, or can function like a traditional credit card. Any such electronic device constitutes a "Card" under this Agreement. Applications that enable your electronic devices to function as a Card may be subject to separate terms and conditions www.pathfindercard.com/digital-wallet-terms-and-conditions. We are not responsible if a transaction violates such terms and conditions. However, transactions subject to any such terms and conditions are also subject to this Agreement.

If your mobile phone or other electronic device or wallet can function as a Card, you are solely responsible for protecting it in the same manner as protecting a plastic credit card or Account information. Giving another person a device that functions as a Card and/or any information necessary to use the device as a Card has the same consequence for you as permitting such person to use your Account.

You may be able to establish recurring periodic billing arrangements with various merchants, and it will be your responsibility to ensure such merchants are provided with current Account information. If your Account information changes, such as a change in Account number or Card expiration date, you consent to our providing such new Account information, at our discretion, to any or all such merchants, but we are not obligated to do so. If your Account is closed or your charging privileges are suspended, you will need to contact such merchants to stop the automatic transactions.

You may not use your Account for balance transfers (other than a Balance Transfer under Section 5(b)), cash advances, purchases of wire transfers, money orders, traveler's checks, lottery tickets, off-track bets, casino gambling chips, and making fraudulent or misrepresented claims for ESA Program reimbursements. **You may not use your Account for postsecondary educational expenses, even if such expenses are eligible educational expenses as defined by the ESA Program**. If you are somehow able to use your Account for a transaction of any prohibited type, you agree to repay any amount(s) for such transactions upon demand. We may refuse to authorize a Purchase or advance in our sole discretion, including, without limitation, if we reasonably suspect that the Purchase or advance is fraudulent or suspicious. We may freeze your Account and not permit Purchases or advances, in our sole discretion as permitted by law, including in the event that you fail to make a payment when due or otherwise do not comply with your obligations under this Agreement.

3. Credit Limit: Your initial Credit Limit is provided on the Card carrier and is also available in the App and is included in this Agreement by reference. We generally will disclose your then-current Credit Limit to you in the App and on each of your Statements. We may set, increase, or decrease your Credit Limit at any time in our discretion, subject to applicable law and the terms of the Security Agreement, as amended from time to time. In accordance with the Security Agreement, adding to or funding your Reimbursement Account may, but is not required to, result in a Credit Limit increase, determined in our discretion. In addition to our right to adjust your Credit Limit in our sole discretion as described above, you expressly acknowledge and agree that we may decrease or increase your Credit Limit based on the availability of your ESA Program funds (including decreasing your Credit Limit as grant funds are used or reduced), as well as credit score, payment history, Account usage, and other credit factors. You expressly acknowledge and agree that we generally will not provide specific notice of any Credit Limit adjustment related to changes in your available ESA Program grant funds other than through disclosure to you in the App and on each of your Statements, except where separate notice is required under applicable law. Whenever you are not in breach of your obligations under the Agreement, you may

generally obtain additional Purchases or advances up to (but not exceeding) any applicable Credit Limit (or Credit Limit for such transaction type) and subject to your Available Credit (or Available Credit for such transaction type). However, we may refuse to authorize additional Purchases or advances at our sole discretion. You agree never to use your Card when the use would exceed your Credit Limit, and that we are not obligated to extend credit to you for an amount that would cause your outstanding balance to exceed your Credit Limit, or for any amount if your outstanding balance is already over the Credit Limit.

You are responsible for keeping track of any applicable Credit Limits and the related Available Credit. When you make a payment under the Account, we may defer adjusting the amount of Available Credit until we confirm that the payment has been made with good funds.

If you make a transaction that would cause you to exceed your Credit Limit, we may (a) allow the transaction without increasing your Credit Limit; (b) allow the transaction without increasing your Credit Limit and treat that amount as immediately due, or (c) refuse the transaction. If the transaction is refused, we may notify the person who attempted the transaction that it has been refused. If we permit a transaction that causes an over-limit condition, it does not mean that we will do so again in the future. You will pay any amount(s) which exceeds your Credit Limit, upon demand. If any part of our processing system is not working, we may not be able to permit a transaction, even if you have sufficient Available Credit for transactions. We will not be liable to you if this happens.

See the Security Agreement for additional information regarding the relationship between your Reimbursement Account balance and your Credit Limit.

4. Illegal Activities and Card Use: You agree not to use your Card or Account to engage in illegal activities, including, but not limited to, certain internet gambling. If you use your Card or Account to engage in any illegal activity, you understand that you will nevertheless be liable for any resulting transactions made by use of your Card or Account, and any related fees.

5. Cash Advances; Balance Transfers:

a) Cash Advances: You may not use the Account to obtain a Cash Advance.

b) Balance Transfers: If you opened this Account to replace a Prior Account, we may offer you, through the App, a one-time opportunity to request a Balance Transfer of all or part of the balance you owe on your Prior Account to this Account. Balance Transfers are available only from your Prior Account; we do not transfer balances to or from any other account or creditor. We may decline, limit, or condition any Balance Transfer request in our discretion. A Balance Transfer reduces your Available Credit like any other transaction and may not exceed your Available Credit. If the amount you request exceeds the amount we approve, we may decline the request or transfer less than the amount requested. We do not charge a fee or interest on Balance Transfers (see the Important Disclosures). For balance computation purposes, we treat Balance Transfers as Purchases. A Balance Transfer will appear on your next Statement, is part of your Statement Balance, and is due in full by the Payment Due Date shown on that Statement. As with all other amounts you owe under this Agreement, your obligation to repay a Balance Transfer is secured by the Collateral under the Security Agreement.

c) Your Prior Account: A Balance Transfer is not complete until it posts to your Prior Account. You must continue to make all payments due on your Prior Account until the transfer has posted there. Any balance remaining on your Prior Account after the transfer, and your Prior Account itself, remain governed by the agreement for that account.

6. Interest Calculation: We do not charge interest on transactions made on the Account.

7. The Military Lending Act provides protections for Covered Borrowers. The provisions of this section apply only to Covered Borrowers.

a) <u>Statement of Military APR</u>: 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 specific credit transactions or accounts); and any participation fee charged (other than certain participation fees for a credit card account).

b) <u>Oral Disclosures</u>: Covered Borrowers may receive important disclosures and payment obligation information about this Agreement verbally by calling us toll free at 833-348-6330.

c) The Arbitration Clause (set forth in Exhibit A) does not apply to Covered Borrowers.

8. Foreign Transactions: If a Purchase or Cash Advance is in a currency other than U.S. dollars, the payment network supporting your Account will convert the Purchase or advance into U.S. dollars using its own currency conversion procedures. Currently, the exchange rate is determined in one of two ways. The rate will come from either the range of rates available in the wholesale currency markets for the processing date (which may be different from the rate the payment network receives) or a

government-mandated rate in effect on that date. The exchange rate used may differ from the rate on the date of your Purchase or advance or the posting date. These rules may change without notice.

9. Foreign Transaction Fee: A "**Foreign Transaction Fee**" will be applied to each Purchase or advance that occurs using a currency other than U.S. dollars (regardless of the location of the merchant or where the Purchase or advance takes place) or that takes place outside the United States. The Foreign Transaction Fee is disclosed on the Important Disclosures and will be displayed as a separate transaction on your Statement. A Foreign Transaction Fee will be applied to your Account as part of the applicable balance category for which the Foreign Transaction Fee was incurred when the transaction is posted.

10. Other Fees: In addition to the Foreign Transaction Fee set forth in Section 9, you agree to pay us the fees outlined below (together, "**Fees**").

a) Late Payment Fee: Your Statement Balance is due and payable by the Payment Due Date shown on your Statement. Your Statement Balance will be past due if it is not received at the address we specify for payments on your Statement by 5:00 p.m. Pacific Time on the Payment Due Date shown on your Statement. We will charge a Late Payment Fee of $15.00 if we do not receive a Statement Balance by 5:00 p.m. Pacific Time on the 15th day after the Payment Due Date. However, we will not charge a Late Payment Fee if, immediately after the passage of those 15 days, the outstanding portion of such Statement Balance is less than $15.

b) Returned Payment Fee: For any check, draft, order, or like instrument that is returned unpaid by a financial institution, we will charge a Returned Payment Fee of $15 for the first item returned unpaid and $15 for each subsequent item returned unpaid; provided, however, that the Returned Payment Fee will never exceed the related Statement Balance that was due. We will never charge you a Returned Payment Fee in addition to another fee when both fees stem from a single event or transaction.

c) Document Copies, Rush Card and Other Convenience Fees: If you request a copy of a charge slip or other document not in connection with a billing error, or if you request overnight delivery or a replacement card, or if you request any other special services, including a paper statement, we may charge a fee to your Account, subject to applicable law. Before we do, we will disclose the fee to you at the time of your request.

11. Statement Balance Due; Making Payments:

a) Statement Balance: You must pay the full Statement Balance each month by the Payment Due Date for all amounts charged to the Account, including all purchases, Balance Transfers, advances, fees and charges charged to your Account. You may pay all or part of your Account balance at any time.

b) Payment Due Dates: Your Payment Due Date will be the date shown on each Statement by which you must pay the Statement Balance shown on such Statement. Your Payment Due Date will be at least 21 days after the date your Statement is issued to you, or the next business day, if the 21st day is not a business day. Whenever a Payment Due Date would otherwise be due on a day that is not a business day, the Payment Due Date will be on the business day immediately following the scheduled Payment Due Date.

c) Receipt of Payments: You agree to make your payments only in U.S. dollars. In our discretion, we may delay increasing your Available Credit by the amount of any payment until we determine that your payment has been indefeasibly collected. We reserve the right to reject any payment that will create or increase a credit balance on your Account as of the date we receive the payment. We will not pay interest on any credit balance on your Account. Payment received at the address we specify for payments on your Statement in proper form by 5:00 p.m. Pacific Time on a business day will be credited to your Account as of that day. Payments received in

proper form at this address after that time will be credited to your Account as of the next business day. We may, in our discretion, accept payments not received in proper form, but crediting of such payments may be delayed up to five days following receipt.

d) Checks and Electronic Conversions: When you provide a check as payment, you authorize us either to use information from your check to make a one-time electronic fund transfer ("**EFT**") from your deposit account or to process the payment as a check transaction. When we use information from your check to make an EFT, funds may be withdrawn from your deposit account as soon as the same day we receive your payment, and you will not receive your check back from your financial institution. If your check is returned unpaid for insufficient or uncollected funds, we may re-present your check electronically. You agree that we are not obligated to accept payment checks drawn on a financial institution that is outside of the U.S. or that do not contain proper signatures and amounts. If you present and we accept a check drawn on a non-U.S. financial institution, posting of your payment will be delayed. You agree to allow us, at our discretion, to place a hold on your Account until a check drawn on a non-U.S. financial institution has been finally collected, and to debit your deposit account or to reduce your payment, to cover any collection and processing fees associated with handling such checks.

e) Payment Application: We will allocate payments and other credits in our sole discretion, subject to applicable law. We will allocate your Statement Balance or payments in lesser amounts in our sole discretion. Because your Account does not charge interest, all balances are treated the same for payment-application purposes; we apply payments and credits as permitted by applicable law.

12. Irregular Payments: We may accept late payments, partial payments, disputed payments or payments marked with restrictive writing, such as "Paid in Full" or similar language, without losing any of our rights under the Agreement. If you wish to make a payment in satisfaction of a disputed amount or balance, you must send it to Column N.A., c/o Pathfinder, Attn: **Legal Department**, Pathfinder, 2942 N 24th St Ste 115, PMB 846150, Phoenix, Arizona 85016 with a letter of explanation. Despite any such language, we may deposit such a payment without such deposit satisfying the amount in dispute or otherwise affecting our right to receive payment in full.

You may not use a post-dated check as a payment, and we may return or deposit any such check without waiting for the date found on the check. We are not liable to you for any expense or loss you incur arising from the actions we may take with respect to a post-dated check.

13. Credit Balance: You may request a refund of any credit balance. If you do not request a refund, we will apply any credit balance to new charges on your Account. If a credit balance remains on your Account for six months and the amount is $1.00 or more, we will automatically refund it to you.

14. Co-Signer: If your Account is eligible, you may be permitted to add a person who agrees to be responsible for any use and repayment of the Account (a "Co-Signer") is jointly and severally liable with you for all amounts due under this Agreement. A Co-Signer will receive all notices and disclosures associated with the Account required by applicable law. You authorize us to share Account information with any Co-Signer added to your Account as needed to administer your Account with respect to any Co-Signer.

15. Other Users of your Account: If you permit another person to use your Account by providing such person with a Card or the Account number, you will be obligated to pay all transactions made by that person, as well as all related fees, whether or not you intended to be responsible for such charges. Such permission will continue until you notify us at (833) 348-6330 or otherwise take the necessary steps to prevent such person from making further transactions using the Account.

16. Change in Terms: Subject to applicable law, we may change the terms of this Agreement for any reason or no reason, and in any respect, by adding, deleting or modifying any provision, including APRs, fees, the calculation of amounts due and other terms. In certain circumstances, when we are required by law to notify you of changes to the terms of this Agreement, we will do so. In other circumstances we may not be required to do so. When required by law to advise you that you have a legal right to reject any changes we make, we will provide an explanation about how to do that. We will provide you advance notice of any changes to the Arbitration Agreement. You will have the opportunity to reject the changed Arbitration Agreement within 45 days of receiving the notice of changes. Changes will not apply to existing balances except where permitted by applicable law. In some circumstances, APRs or other aspects of your Account may change even though the terms of the Account do not change, such as when the Prime Rate changes. We can update any address or telephone number provided in this Agreement, but we will notify you if we do so.

17. Events of Default: We may declare you to be in default under this Agreement, to the extent permitted by law, if any of the following events occur: (a) you fail to pay any Statement Balance on or before its Payment Due Date; (b) you breach any other term of this Agreement, including but not limited to failure to maintain eligibility for the ESA Program or using the Account for a prohibited purpose, or of any other obligation or agreement you have or will have with us or any of our affiliates; (c) you die or become insolvent; (d) a petition is filed or other proceeding is started under the federal Bankruptcy Code or any state insolvency statute by or against you; (e) a receiver is appointed or a legal action to reach your funds or property (such as an attachment, levy, or garnishment) is issued against you or any of your property assets or income; (f) we believe in good faith, that the likelihood of your paying or performing all your obligations under this Agreement is impaired;(g) you make a fraudulent, false or misleading statement in your Account application or otherwise in connection with any other obligation or agreement you have with us or any of our affiliates; or (h) you breach any term of the Security Agreement or the Reimbursement Account Terms and Conditions; or (i) any threat, in our sole discretion, to the Collateral, including but not limited to attachment or levy by a third party.

IDAHO, IOWA, KANSAS, MAINE AND SOUTH CAROLINA RESIDENTS ONLY: We may declare you to be in default if you fail to make a payment in full within ten days after its Payment Due Date or if the prospect of your payment or performance is significantly impaired (for Iowa residents, if, following an event of default, the prospect of your payment is materially impaired). We have the burden of establishing the impairment of such prospect of payment or performance.

WISCONSIN RESIDENTS ONLY: We may declare you to be in default (a) if you permit to be outstanding an amount exceeding one full payment which has remained unpaid for more than 10 days after its scheduled due date or deferred due date, or if you fail to pay the first payment or last payment within 40 days of its scheduled due date or deferred due date or (b) if you fail to observe any other provision of this Agreement, the breach of which materially impairs your ability to pay the amounts due under the Agreement.

18. Remedies on Default: If you are in default, we may (a) declare all or any part of the total outstanding balance on your Account to be immediately due and payable; (b) terminate or suspend your Account and/or your ability to make additional transactions using the Account; (c) reduce your Credit Limit; (d) commence an action for the collection of all amounts owed in connection with this Agreement; (e) realize upon and apply any Collateral against amounts you owe under this Agreement, in accordance with the Security Agreement; and (f) subject to applicable provisions of law, charge you all reasonable collection expenses incurred by us in the collection of amounts you owe under this Agreement, including fees of attorneys, court costs (including costs incurred in bankruptcy and appellate court proceedings) and fees of any collection agency to which we refer your Account.

19. Waiver: We may delay or waive enforcing our rights under applicable law or this Agreement without losing them. A waiver of rights by us shall not be deemed to be a waiver of other rights or of the same rights at any other time.

20. Transfer of Account: You cannot transfer or assign your Account or your rights under this Agreement to any other person, and any attempt to do so is automatically void and of no legal effect. You understand and agree that we may transfer or assign all or any part of your Account balance and/or our rights under this Agreement at any time without notice to you. Any such transfer or assignment will not change the terms of your Account or this Agreement, and your rights and obligations will remain the same.

21. Cancellation: You may close your Account by notifying us in writing or by telephone, and by destroying all Card plastics or other credit devices for the Account. You must notify anyone you have authorized to charge transactions to your Account that you have closed your Account or we may continue to allow these transactions. Your obligations on the Account will continue even though we have closed your Account. We may close your Account or suspend your ability to use your Account or Card, or otherwise cancel, or limit this Agreement at any time for any reason or no reason, and without notice to you, subject to applicable law. We are not liable for any refusal by anyone to honor your Account or Card.

If you or we close your Reimbursement Account while your Card Account remains open, we may close your Account or reduce your Credit Limit in accordance with the Security Agreement and based on your credit profile in our discretion.

If you or we close your Account, we may require you to pay your Account balance in full before we return any funds in the Reimbursement Account. Upon closure, any remaining funds in the Reimbursement Account will be handled in accordance with the Security Agreement and the Reimbursement Account Terms and Conditions.

22. Liability for Account: Except as otherwise noted herein, you are liable for all amounts due under this Agreement regardless of who receives benefit from the Account.

23. Liability for Unauthorized Use: If you notice the loss or theft of your Card or a possible unauthorized use of your Account or Card, you should contact or write to us immediately at: (833) 348-6330 or Column N.A. c/o Pathfinder, , 2942 N 24th St Ste 115, PMB 846150, Phoenix, Arizona 85016. You will not be liable for any unauthorized use that occurs after we receive your notice.

We issue the Card to you at your request and you agree to destroy it upon demand. You will notify us promptly if your Card is lost, stolen or if there is unauthorized use of your Card or Account, or if someone uses your Card or Account to make unauthorized purchases at merchants not authorized to accept your Card or Account. Under our no fraud liability policy, you will not be liable for any unauthorized purchases made through the Visa® network at merchants, including those transacted on the internet if you contact us promptly after the Statement on which the transaction occurred was mailed or electronically sent to you. If you orally give us notice concerning loss or theft, you agree to confirm such notice in writing upon request. Also, you agree to assist us in determining the facts and circumstances relating to any loss, theft or possible unauthorized use of your Card or Account, and to comply with such procedures as we may reasonably require in connection with our investigation. You agree that unauthorized use does not include use by a person to whom you have given authority to use the Card or Account, and that you will be liable for all use by such a person until you notify us that such authority to use the Card or Account is no longer authorized. To terminate that authority, you must notify us at (833) 348-6330.

24. Credit Reports and Account Information: You give us permission to request information and to make whatever inquiries we consider necessary and appropriate (including obtaining information from third parties and requesting consumer reports from consumer reporting agencies) for the purpose of considering your application for this Account and subsequently, in connection with any product upgrades or any updates, renewals, credit limit increases or extensions of credit, or reviewing or collecting your Account. You also authorize us and/or Pathfinder to obtain reports on you, including consumer reports from consumer reporting agencies, and to use such reports to market to you other products and/or services. You also authorize us to report information concerning you or your Account, including information about your performance under this Agreement, to consumer reporting agencies

and others who may properly receive such information. **We may report information about your Account to credit bureaus. Late payments, missed payments, or other defaults on your Account may be reflected in your credit bureau report. If you believe that any information that we have reported to a credit bureau is inaccurate or incomplete, you may write to us at Column N.A. c/o Pathfinder, , 2942 N 24th St Ste 115, PMB 846150, Phoenix, Arizona 85016. In your letter, (a) provide your name and the Account number, (b) identify the specific information that is being disputed, (c) explain the basis for the dispute, and (d) provide any supporting documentation you have that substantiates the basis of the dispute. We will investigate the matter. If our investigation shows that you are right, we will contact each credit reporting agency to which we reported the information and will request they correct the report. If we disagree with you after our investigation, we will tell you in writing.**

If you believe that you have been the victim of identity theft, submit an identity theft report and affidavit to Column N.A. c/o Pathfinder, 2942 N 24th St Ste 115, PMB 846150, Phoenix, Arizona 85016.

25. Change of Contact Information: You agree to notify us promptly if you change your name, address, telephone number or any other contact information. You also agree that if the U.S. Postal Service or one of its agents notifies us of a change in address for you, we may change your address based on this information. We will have no liability to you for changing your address based on such information, even if the information provided by the U.S. Postal Service or one of its agents is in error. If any Statement is returned to us because of an incorrect address, we may stop sending Statements to you until a valid address is provided to us, but for all purposes it shall be considered as if we made your Statement available to you as of the Statement date that was or would have been printed on your Statement.

26. Telephone Communication Monitoring and Contacting You: We may use automated telephone dialing, text messaging systems and electronic mail ("email") to provide messages to you about scheduled payments, missed payments, and other important information regarding this Agreement, your Account and your relationship with us. The telephone messages may be played by a machine automatically when the telephone is answered, whether answered by you or someone else, or displayed on a mobile device, whether viewed by you or someone else. These messages may also be recorded by your answering machine. You give us your permission to call or send a text message to any telephone number you have given us, or you give to us in the future, and to play pre-recorded messages or send text messages with information about this Agreement, your Account and your relationship with us over the phone. You also give us permission to communicate such information to you by email. You understand that, when you receive such calls, texts, or emails, you may incur a charge from the company that provides you with telecommunications, wireless, and/or internet services. You agree that we will not be liable to you for any fees, inconvenience, annoyance, or loss of privacy in connection with such calls, texts, or emails. You understand that anyone with access to your telephone or email account may listen to or read the messages, notwithstanding our efforts to communicate only with you. If a telephone number(s) you have provided to us changes, or if you cease to be the owner, subscriber, or primary user of such telephone number(s), you agree to immediately give us notice of such facts so that we may update our records. 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 by calling us at (833) 348-6330 or emailing us at support@pathfindercard.com or by any other reasonable means. You may revoke consent to automated texts by replying STOP or similar to any text we send. We will not send more than four (4) promotional texts per week. Message frequency varies for transactional text alerts. Message and data rates may apply. See our Terms of Use, http://www.pathfindercard.com/terms-of-use and our Privacy Policy, https://www.pathfindercard.com/privacy for more information.

Your consent to receive communications under this Agreement and your consent to receive communications under your Reimbursement Account Agreement are linked. If you revoke your consent to receive communications under this Agreement, such revocation will also be treated as a revocation

of your consent to receive communications under the Reimbursement Account Agreement, and vice versa.

27. Communications Under Federal Bankruptcy Code: Any communication with us required or permitted under the Federal Bankruptcy Code must be in writing, must include your Account number, and must be sent to Column N.A. c/o Pathfinder, 2942 N 24th St Ste 115, PMB 846150, Phoenix, Arizona 85016.

28. Rewards, Special Programs and Benefits: We or Pathfinder may offer from time to time rewards or special programs and benefits ("**Programs**") for Cardmembers. This Agreement will apply to these Programs except to the extent it is inconsistent with the specific offer. The features of these Programs will vary and use of the Account under the terms of these Programs constitutes acceptance of the terms of the Programs without modifying or amending this Agreement.

29. GOVERNING LAW; CLASS ACTION WAIVER: EXCEPT AS SET FORTH IN THE ARBITRATION CLAUSE (EXHIBIT A), THE TERMS AND ENFORCEMENT OF THIS AGREEMENT AND YOUR ACCOUNT SHALL BE GOVERNED AND INTERPRETED IN ACCORDANCE WITH FEDERAL LAW AND, TO THE EXTENT STATE LAW APPLIES, THE LAW OF THE STATE OF UTAH, WITHOUT REGARD TO CONFLICT-OF-LAW PRINCIPLES. THE LAW OF THE STATE OF UTAH, WHERE WE AND YOUR ACCOUNT ARE LOCATED AND FROM WHICH WE EXTEND CREDIT TO YOU WILL APPLY NO MATTER WHERE YOU LIVE OR USE THE ACCOUNT. YOU EXPRESSLY WAIVE YOUR RIGHT TO INITIATE OR PARTICIPATE IN A CLASS ACTION RELATED TO THIS AGREEMENT PURSUANT TO UTAH CODE ANN. § 70C-4-105**.**

30. Waiver of Jury Trial: You acknowledge that the right to trial by jury is a constitutional right but may be waived in certain circumstances. To the extent permitted by law, you knowingly and voluntarily waive any right to trial by jury in the event of litigation arising out of or related to this Agreement. This jury trial waiver shall not affect or be interpreted as modifying in any fashion the Arbitration Provision below, which has its own separate jury trial waiver. This waiver does not apply if you are a Covered Borrower under the Military Lending Act at the time this Account is originated.

31. Enforceability: Subject to and except as otherwise provided in the Arbitration Agreement, if any term of this Agreement is finally determined to be void or unenforceable by a court or government agency of competent jurisdiction, that term will continue to be enforceable to the extent allowed by such court of agency, and the remainder will no longer be a part of this Agreement. All other provisions of this Agreement will remain in effect.

32. Agreement in Writing: This Agreement (including this Cardmember Agreement, the Important Disclosures, the Reimbursement Account Terms and Conditions, and Security Agreement), is the final expression of the agreement between you and us and it may not be contradicted by evidence of an alleged oral agreement.

33. ***Secured Account: Your obligations under this Agreement are secured by a first priority security interest in the Collateral, as described in the Security Agreement. The Security Agreement contains material limitations on the Reimbursement Account. You should review the Security Agreement carefully.***

34. ARBITRATION CLAUSE: The Arbitration Clause in Exhibit A is hereby incorporated by reference in this Agreement.

35. BILLING RIGHTS SUMMARY

YOUR BILLING RIGHTS: KEEP THIS DOCUMENT FOR FUTURE USE

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

WHAT TO DO IF YOU FIND A MISTAKE ON YOUR STATEMENT

If you think there is an error on your statement, write to us at: Column N.A. c/o Pathfinder, 2942 N 24th St Ste 115, PMB 846150, Phoenix, Arizona 85016. In your letter, give us the following information:

●**Account information:** Your name and Account number.

●**Dollar amount:** The dollar amount of the suspected error.

●**Description of problem:** If you think there is an error on your bill, describe what you believe is wrong and why you believe it is a mistake.

You must contact us:

●Within 60 days after the error appeared on your statement.

●At least 3 business days before an automated payment is scheduled, if you want to stop payment on the amount you think is wrong.

You must notify us of any potential errors *in writing*. 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 is 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:

Column N.A. c/o Pathfinder,
2942 N 24th St Ste 115, PMB 846150, Phoenix, Arizona 85016

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.

4. **Additional Disclosures**

IMPORTANT INFORMATION ABOUT PROCEDURES FOR OPENING A NEW ACCOUNT

To help the government fight the funding of terrorism and money laundering activities, Federal law requires all financial institutions to obtain, verify and record information that identifies each person who opens an account.

What this means for you: When you open an account, we will ask for your name, address, date of birth, and other information that will allow us to identify you. We may also ask to see your driver's license or other identifying documents.

ALL CARDMEMBERS, INCLUDING CALIFORNIA AND UTAH CARDMEMBERS: 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.

ALL CARDMEMBERS, INCLUDING UTAH CARDMEMBERS: YOU EXPRESSLY WAIVE YOUR RIGHT TO INITIATE OR PARTICIPATE IN A CLASS ACTION RELATED TO THIS AGREEMENT PURSUANT TO UTAH CODE ANN. § 70C-4-105.

CALIFORNIA CARDMEMBERS: A married applicant may apply for a separate account.

IOWA, MISSOURI, NEBRASKA, AND TEXAS RESIDENTS ONLY: 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.

NEW YORK, RHODE ISLAND AND VERMONT RESIDENTS: You understand and agree that we may obtain a consumer credit report in connection with any updates, renewals or extensions of any credit as

a result of your application and card membership. If you ask, you will be informed whether or not such a report was obtained and, if so, the name and address of the agency that furnished the report. You also understand and agree that we may obtain a consumer credit report in connection with the review or collection of any extension of credit made to you or for other legitimate purposes related to such extension of credit.

MARRIED WISCONSIN RESIDENTS: If you are married: (i) you confirm that this Account is being incurred in the interest of your marriage or family; (ii) no provision of any marital property agreement, unilateral statement, or court decree under the Wisconsin Marital Property Act will adversely affect a creditor's interest unless, before the time credit is granted, the creditor is furnished a copy of that agreement or decree or is given complete information about the agreement or decree; (iii) you understand and agree that we will provide a copy of this Agreement to your spouse for his or her information. If the Account for which you are applying is granted, you will notify us if you have a spouse by sending your name and your spouse's name and address to us at Column N.A. c/o Pathfinder, 2942 N 24th St Ste 115, PMB 846150, Phoenix, Arizona 85016.

Exhibit A

THIS ARBITRATION CLAUSE ("CLAUSE") IS IN THE FORM OF QUESTIONS AND ANSWERS TO MAKE IT EASY TO GRASP. THE PARTIES AGREE IT IS LEGALLY BINDING.

Q1. What is an arbitration (or "Arb," for short)? An alternative to a court case. In an Arb, a neutral third party ("**Neutral**") decides claims without a judge or jury. The hearing is private. It is usually less formal and faster than a lawsuit. It can save legal fees. It involves limited pre-hearing fact-finding and limited appeals. Courts rarely reverse Arb awards.

Q2. Can you opt out of this Clause? Yes, within 45 days. If you do not want this Clause to apply, you must send us a signed notice within 45 days after receipt of the Card after your Account is opened. You must send the notice in writing to 2942 N 24th St Ste 115, PMB 846150, Phoenix, Arizona 85016 or emailing support@pathfindercard.com, Attn. Legal (or any address we later provide you for receipt of notices) (the "**Arbitration Notice Address**"). Give us your name and address. State that you opt out of the Arb Clause. If you opt out of this Clause, the opt-out also applies to Claims arising under the Reimbursement Account Terms and Conditions and the Security Agreement.

Q3. What is this Clause about? Your and our agreement to decide certain "Claims" through Arbs. Generally, either you or we may elect to resolve any "**Claim**" (as defined in Q5) through an individual Arb or, for certain "Mass Claims" (as defined in Q8), a "Group Arb" (as defined in Q17f). This Clause applies to all Claims arising out of or relating to this Agreement, the Reimbursement Account Terms and Conditions, and the Security Agreement.

Q4. Who does this Clause cover? You and us. This Clause governs you and us. But, solely as used in this Clause, the words "**we**," "**us**," and "**our**" include: (1) Column N.A.; (2) Pathfinder; (3) any servicer or any agent acting on behalf of Column N.A. or Pathfinder; (4) the parents, subsidiaries, affiliates, assignees and successors of the companies named in (1)-(3); (5) the employees, directors, officers, shareholders, members and representatives of the companies named in (1)-(4); and (6) any person or company that is named in a Claim you pursue at the same time you pursue a related Claim against us, such as a credit reporting agency, a merchant accepting a credit card, a servicing company or a debt collector.

But, this Clause does not apply if you opt out (*see* Q2) or if you are a Covered Borrower under the Military Lending Act (the "**MLA**") and the Cardmember Agreement is subject to (and not exempt from) the MLA.

Q5. What Claims does this Clause cover? All legal claims (except certain claims about this Clause). This Clause governs all "**Claims**" between you and us that a court would normally decide. The word "**Claims**" has the broadest reasonable meaning.

"**Claims**" includes claims based on contract, statute, ordinance, rule, regulation or constitution. It includes tort claims (including fraud and intentional tort claims).

"**Claims**" includes claims for money, injunctions or other equitable or declaratory relief. It includes direct claims, counterclaims and crossclaims.

"**Claims**" **includes claims related to the validity of the Cardmember Agreement, the Reimbursement Account Terms and Conditions, and the Security Agreement as a whole.**

But, "Claims" does not include disputes about the validity, coverage or scope of this Clause or any part of this Clause. All such disputes are for a court and not a Neutral to decide. Also, "Claims" does not include claims under the federal Servicemembers Civil Relief Act.

Q6. What must you or we do before starting a lawsuit or Arb? Give a written Claim Notice and try to settle the Claim. Before starting a lawsuit or Arb, the party with a Claim (the "**Claimant**") must give the other party (the "**Responder**") written notice of the Claim (a "**Claim Notice**"). The Claim Notice must explain in reasonable detail the nature of the Claim, any supporting facts, the requested relief and how such relief was determined. (For example, for $2,700 of Claims, you might say that you were charged $200 too much, incurred $500 of medical bills and $1,000 of pain and suffering and are entitled to $1,000 of punitive damages.)

If you are the Claimant, you must send the Claim Notice in writing to us at the Arbitration Notice Address, Attn. Legal. You and any lawyer you have personally hired must physically sign the Claim Notice. You must give your full name and a phone number for you or your lawyer. By signing the Claim Notice, you certify that any facts set forth in the Claim Notice are true and not misleading. By signing the Claim Notice, your lawyer certifies that your lawyer has made a reasonable review of the facts set forth in the Claim Notice and believes them to be true and not misleading.

If we are the Claimant, we may send a Claim Notice to you at any mail or email address we have for you in our records. A notice or letter stating that any amount you owe us is past due will serve as a Claim Notice.

The Claimant and Responder must try to settle the Claim on an individual basis and without filing a lawsuit or Arb for at least 30 days (the "**Pre-Filing Period**"). During the Pre-Filing Period, at the request of either party, you and we must participate personally in a meeting (a **"Meet-and-Confer"**) in person, online or by conference call. The Meet-and-Confer will be limited to Claims between you and us. If you have counsel, your counsel must participate in the Meet-and-Confer. **But, you will still need to be personally present for the Meet-and-Confer.** We may participate through any of our representatives, including in-house or outside counsel. If you are a Claimant with a Mass Claim (a "**Mass Claimant**"), your lawyer may give a single Claim Notice for you and other Mass Claimants but you still need to engage personally in a Meet-and-Confer upon our request.

If you are represented by a lawyer, your lawyer must certify whether or not your lawyer knows or has good reason to believe that your Claim will be a "Mass Claim." If so, or if it is later determined that the Claim is a Mass Claim, the Mass Claim will be subject to Q17 and its further pre-filing requirements.

The Claimant may not start an Arb until the Claimant complies in full with this Q6. This includes: (a) giving a Claim Notice; (b) trying to settle the Claim in good faith; (c) upon request, participating personally in a Meet-and-Confer on an individual basis; and (d) for Mass Claims, complying with Q17.

If we give written notice that you have not complied with this Q6, no company managing the Arb ("Arb Company") may accept your Arb filing or proceed under this Clause unless you obtain a court order (no longer subject to appeal) that authorizes the filing. If you do not comply with this Q6, you agree that we are entitled to an injunction and/or money damages for our Arb filing fees and our reasonable legal fees and costs to enforce this Q6.

Q7. What happens next? The Claimant may file a lawsuit or an Arb. If the Claimant has complied with Q6 but the parties do not reach an agreement to settle a Claim during the Pre-Filing Period, the Claimant may start a lawsuit or Arb, subject to Q17. To start an Arb, the Claimant must follow the rules of the Arb Company you choose (collectively and as amended and/or supplemented, the "**Arb Company Rules**"). *See* Q9.

If the Claimant starts or threatens a lawsuit, the Responder may demand an Arb instead. The Responder may make this demand in court papers. Also, the Responder may make this demand if the Claimant starts a lawsuit on an individual basis and then tries to pursue a class action. Any lawsuit must stop at once if the Responder makes an Arb demand.

Q8. What are "Mass Claims"? Mass Claims happen when at least 25 Mass Claimants with common (or cooperating) counsel give Claim Notices within 180 days. "**Mass Claims**" are Claims that meet the following conditions:

a. The Mass Claimants are represented by the same counsel and/or counsel working together ("**Mass Claims Counsel**").

b. The Mass Claimants or Mass Claims Counsel give Claim Notices for at least 25 Mass Claimants within 180 days of the first such Claim Notice. But, a Claimant who hires Mass Claims Counsel and gives a Claim Notice after this 180-day period is still a "**Mass Claimant**" asserting "**Mass Claims**." Such Mass Claimant is subject to Q17 to the same extent as Mass Claimants who give their Claim Notices within the initial 180-day period.

A Claim may be a Mass Claim even if it is unknown at first that the Claim is described in Q8b. For example, the first 24 Claim Notices with common Claimant Counsel will be Mass Claims subject to Q17 if Claimant Counsel gives another Claim Notice within 180 days of the first such Claim Notice. Disputes over whether Claims Notices trigger Q17 will be decided by the Arb Company, by a Neutral appointed by the Arb Company to decide process issues (a "**Process Neutral**") or by a court—not by individual Neutrals in separate Arbs.

Q9. Who manages the Arb? What rules apply? Usually, AAA or NAM will manage an Arb under its rules. The Arb Company will be either:

- The American Arbitration Association ("**AAA**"), 1633 Broadway, 10th Floor, New York, NY 10019, www.adr.org.
- National Arbitration and Mediation ("**NAM**"), 122 East 42nd Street, Suite 803, New York, NY 10168, National Arbitration and Mediation (namadr.com).
- Any other company picked by agreement of the parties.
- If all the above options are unavailable, an Arb Company picked by a court.

Arbs are conducted under this Clause and the Arb Company Rules in effect at the time the arbitration is commenced. For AAA, these include AAA's Consumer Arbitration Rules and, if applicable, the AAA Consumer Mass Arbitration Rules. For NAM, these include NAM's Comprehensive Dispute Resolution Rules and Procedures and NAM's Supplemental Rules for Mass Arbitration Filings. But, Arb Company Rules that conflict with this Clause do not apply.

The Neutral will be chosen under the Arb Company Rules. But, the Neutral must be a retired judge or a lawyer with at least ten years of experience unless you and we otherwise agree.

No Arb brought on a class basis may be managed or conducted without our consent by any Arb Company or Neutral who would permit class Arb under this Clause.

Q10. Can a Claimant bring Claims in court? Sometimes. The Claimant may bring a lawsuit if the Responder does not demand an Arb. Also, some Claims for a public injunction may be brought in court. *See* Q13. Finally, either party may start or require that a small claims court decide any individual Claim that such court may hear under its rules. The judge hearing such a Claim will be treated as the Neutral under this Clause. The judge's decision will be treated as an Arb award under this Clause. The small claims court will conduct its hearing under its own rules (and not the Arb Company Rules). But, appeals of a small claims court decision will be governed by this Clause and not the rules that usually govern such appeals.

Q11. Are you giving up any rights? Yes. If you start an Arb or we demand an Arb of a Claim you bring in court, you give up your right to: (a) have a court or jury decide the Claim; (b) bring the Claim as a private attorney general or representative of other parties; (c) without our consent and except for Group Arbs, join the Claim with claims of other consumers; or (d) engage in a class action or class Arb. But, *see* Q13 as to public injunction Claims.

Q12. Can you start a class Arb? No. The Neutral may not decide any Claim on a class or representative basis.

Q13. What happens if part of this Clause is invalid? It depends. You must give us written notice and at least 30 days to cure any problem that might prevent an Arb of a Claim. *See* Q26.

a. If any part of this Clause is held invalid, generally the rest of this Clause will continue to apply.

b. But, if a court rules that the Neutral can decide a Claim on a class or other representative basis and the ruling becomes final after all appeals, only this Q13b will apply and the remainder of this Clause will be void.

c. And, if you bring a Claim for public injunctive relief and a court enters an order, not subject to further appeal, that the limits on representative Claims are invalid regarding such Claim, such Claim will be decided in court and any individual Claims for monetary relief will be arbitrated. In such case, the

parties will ask the court to stay the Claim for public injunctive relief until a court has entered the Arb award as to individual relief.

Q14. In sum, what options do you have to assert Claims against us? Most Claims are subject to an Arb. All Claims subject to this Clause must be decided in: (a) an individual Arb; (b) a lawsuit if the Responder does not demand an Arb; (c) an individual action in small-claims court, with the judge acting as the Neutral; or (d) a lawsuit that solely addresses a Claim for public injunctive relief, as provided in Q13.

Q15. What law applies? The Federal Arb Act ("FAA"). The Cardmember Agreement involves interstate commerce. Thus, the FAA governs this Clause. The Neutral must apply substantive law and comply with the FAA. The Neutral must honor statutes of limitation and privilege rights. As to punitive damages, the Neutral must honor constitutional standards that apply in court.

Q16. Will anything you do make this Clause invalid? No. If you do not opt out and the MLA does not apply, this Clause will stay in force even if you: (1) cancel the Cardmember Agreement or Account; (2) stop using your Card; (3) default or pay the Account in full; (4) close or terminate the Reimbursement Account; or (5) become insolvent or bankrupt.

Q17. How are Mass Claims resolved? Per special terms involving Initial Arbs, mediations and/or Group Arbs. In some cases, Mass Claims may make individual Arbs impractical or too costly. Q17 addresses this problem. It seeks to resolve Mass Claims as fairly and quickly as possible, at low cost. **Q17 applies to all Mass Claims despite any language in this Clause to the contrary.**

a. If you or Claimant Counsel know or have good reason to believe that there are or will be Mass Claims, you must comply with Q6 and the pre-filing terms of this Q17 before filing any lawsuit or Arb. Except per this Q17, you may not file any Mass Claim in a lawsuit or Arb. If you do, you will be liable for the Arb Company's filing fees, costs of enforcing this Q17 and other damages caused by your breach.

b. At any time, either we or the Mass Claimants (the two "**Sides**") may require the Arb Company to appoint a Neutral ("**Process Neutral**") to decide any scheduling, discovery or other process issues the two Sides cannot resolve through discussion. Decisions of the Process Neutral are not subject to appeal.

c. You may not file any Mass Claim in court or an Arb until 210 days run from the first delivery of a Claim Notice by a Mass Claimant or, if earlier, until Mass Claims Counsel certifies in writing that the Pre-Filing Period has run for all or substantially all the Mass Claims.

d. Once this no-filing period ends, each Side will select up to 10 Mass Claims for individual Arbs under this Clause ("**Initial Arbs**"). This will help the two Sides test the strength of the Mass Claims.

e. Soon after all Initial Arbs have ended (or sooner if both Sides agree), both Sides will engage in a single mediation of all remaining Mass Claims. For any mediation, we will pay the mediator fees. If the two Sides cannot agree on a mediator within 30 days, the Arb Company, a Process Neutral or a court will appoint the mediator. Both Sides must cooperate to schedule a mediation soon after the mediator is appointed.

f. If the two Sides do not settle all Mass Claims within 30 days after the end of the mediation, within 60 days after the end of the mediation each Side must give written notice to the other Side: (i) identifying each common issue of law or fact ("**Common Issue**") believed by such Side to relate to the Claims of the remaining Mass Claimants (the "**Remaining Claimants**"); and (ii) stating that, except for any such Common Issue(s), there are no additional Common Issues. All Common Issues shall be resolved through Arbs ("**Group Arbs**") between us and groups of Mass Claimants ("**Qualifying Groups**"). **Common Issues may only be resolved in Group Arbs.**

i The two Sides must try in good faith to agree: (A) on what Common Issues exist and whether Group Arbs are warranted; (B) if so, how many Remaining Claimants, not more than 25, should be in each Qualifying Group; and (C) how Mass Claimants should be assigned to Qualifying

Groups. Unless we agree otherwise, the amount of money we have offered to settle the Claims of the Remaining Claimants in any single Group Arb shall not exceed $50,000. If the two Sides cannot agree on the above matters in this Q17f.i within 30 days, a Process Neutral will decide.

ii Before the start of any Group Arb, the two Sides will ask both AAA and NAM how much they will charge for Group Arbs. Neither Side shall start a Group Arb before 30 days have run from both AAA and NAM giving final price data for Group Arbs. During this period, either Side may give written notice to the other Side (an "**Arb Company Rejection Notice**") that it elects for Neutrals to conduct all Group Arbs without help from AAA or NAM. In such event, the two Sides will try to agree on Neutrals to conduct such Group Arbs. If they cannot agree, either Side may ask a court to appoint such Neutrals. The court should try to find qualified Neutrals who charge no more than the amount Neutrals charge for AAA or NAM mass Arbs, whichever is less. Once a Neutral has been selected and retained for a Group Arb, such Neutral will start and conduct such Group Arb per this Clause and such further procedures as such Neutral shall adopt with due regard to the Arb Company Rules of the AAA.

iii Either Side may also give an Arb Company Rejection Notice to the effect that it will not agree to Group Arbs managed by AAA or, alternatively, that it will not agree to Group Arbs managed by NAM.

iv No Neutral in a Group Arb may decide any class Claim or any Claim for a public injunction.

v The Neutral in each Group Arb will decide who will bear the Neutral's fees and charges, without regard to AAA or NAM rules that would otherwise apply. But, subject to Q23, we will bear at least 50% of such fees and charges.

g. If you are a Remaining Claimant: (i) You may bring a lawsuit against us to resolve any individual issues but not any Common Issues. (ii) By bringing a lawsuit as a Remaining Claimant, you certify that you and the other Remaining Claimants do not have any Common Issues. (iii) **You may not bring an individual Arb to resolve any issues that are not resolved in a Group Arb.** But, subject to Q13, we may still elect an Arb of any Claims if you try to assert in court any Claims on a class or representative basis.

h. Absent your and our written consent, no person may serve as Neutral for more than one Initial Arb and/or Group Arb.

i. You agree that Mass Claims Counsel will act for you and all Mass Claimants.

j. **The statute of limitations on any Claim you bring will not run from the time you file a proper Claim Notice until you are first allowed to start a lawsuit or Arb.**

While this Q17 is designed to resolve Mass Claims fairly, quickly and efficiently, you understand that your Claim may not be selected for an Initial Arb or resolved in a Group Arb. You further understand that, in some cases, resolution of any Mass Claims you assert may be delayed by this Q17.

Q18. How must the Neutral limit costs and burdens on the parties? Through a number of actions. To the extent possible, the Neutral must try to limit costs and burdens on the parties. Thus, absent good cause to the contrary, the Neutral must: (a) conduct document-only Arbs, without oral argument or an in-person hearing; (b) allow the parties to introduce any needed testimony through excerpts from recorded depositions of party witnesses or affidavits; (c) for Mass Claims, allow each Side to introduce prior recorded live testimony from other Arbs involving the Mass Claimants; (d) limit Mass Claimants from obtaining new and duplicative discovery from us by, among other things, allowing discovery obtained from us in any Arb of a Mass Claim to be used by all of the Mass Claimants in any other Arb or lawsuit between a Mass Claimant and us; (e) conduct any necessary hearing virtually or by conference call; (f) hold any in-person hearing at a place reasonably convenient to you and us; (g) follow expedited procedures; and (h) honor the Mass Claim provisions of this Clause, as set forth in Q17. Absent good cause to the contrary, a Process Neutral shall decide how to apply this Q18.

Q19. What about appeals? Appeals are very limited. Appeal rights under the FAA are very limited. Except for: (a) FAA appeal rights; and (b) Claims involving more than $50,000 (including Claims for an order that could cost more than $50,000 and Claims in a Group Arb that total more than $50,000), the Neutral's award will be final and binding. For Claims involving more than $50,000, either party may appeal the award to a three-Neutral panel selected per this Clause. The panel will revisit from the start any part of the initial award either party has appealed. The panel's decision will be final and binding except for any FAA appeal right. Any appropriate court may enter judgment upon the Neutral's (or panel's) award.

Q20. **Do Arb awards affect other disputes? Generally not.** You and we agree that no Arb award involving you will affect any issues or claims involving any other party. Also, no Arb award in another party's dispute will affect any Arb involving you. But, in a Mass Arb you or we may introduce the results of prior Arbs solely to argue that the Mass Claims or our defenses are for an improper purpose. *See* Q23.

Q21. Who bears Arb fees? The Arb Company, a Process Neutral or the Neutral in your Arb will decide. The Arb Company, a Process Neutral or the Neutral in your Arb will decide each party's share of fees and costs for Arbs. But, we will pay all Arb fees and costs required by law and all fees and costs we must pay to enforce this Clause.

Q22. Will we cover your legal fees and costs? Sometimes. If you win an Arb you start, we will pay your reasonable fees and costs for attorneys, experts and witnesses if required by law or the Arb Company Rules or if required to enforce this Clause. Fees we must bear will be decided by the Neutral based on the number of hours worked and standard rates. The Neutral will not limit his or her fee award because your Claim is for a small amount.

Q23. Can the Neutral shift costs from one party to the other? Sometimes. Unless it would conflict with law or make this Clause invalid:

a. A party is entitled to its reasonable fees and costs if the other party brings or defends a Claim for any improper purpose, including to harass the injured party, cause unnecessary delay or increase costs to the injured party.

b. At any time after the Claimant gives a Claim Notice (including before any Arb begins), either party may make a written offer to settle the Claim. If the settlement offer is rejected but the Neutral's award is no better to the rejecting party, then that party must bear its own legal and Arb fees and costs and pay all reasonable fees and costs and fees (not including attorneys' fees) incurred by the offering party after the settlement offer.

c. The party who receives a settlement offer may only disclose it to support a claim for relief under Q23b or c.

Q24. Can the parties get a written ruling? Yes. Either party may request a written ruling within 14 days of the Neutral's decision. Upon such request, the Neutral will explain the ruling in writing.

Q25. Are Arbs confidential? Yes. Except as otherwise provided by law, you and we agree to keep confidential all aspects of each Arb under this Clause, any confidential information produced in the Arb and any Arb award or decision. But, either party may disclose such information to the extent needed to pursue the Arb, to appeal or confirm any award or to get professional services. Any court filing to appeal or confirm an award must be made under seal. At either party's request, the Neutral shall enter an order protecting confidential information.

Q26. Can you or we change the terms of this Clause? Yes, subject to certain limits. You and we may agree in writing to change any terms of this Clause at any time, before or after a dispute arises. Also, we may waive any rights or amend this Clause at any time without your consent, solely to give you more rights and/or less duties.

EXHIBIT B

SECURITY AGREEMENT

This Security Agreement is part of the Agreement between you and Column N.A. It sets forth additional terms regarding the Reimbursement Account that we will establish for you and creates a security interest in favor of Column in the Reimbursement Account and related Collateral. It should be read together with the rest of the Cardmember Agreement and the Reimbursement Account Terms and Conditions (together, the "Agreements"). Please read this Security Agreement and keep it for future reference.

1. ESTABLISHMENT OF REIMBURSEMENT ACCOUNT. In consideration of and as a condition to our opening the Account for you and for other good and valuable consideration, we have opened a security deposit account, the Reimbursement Account, on your behalf. We will hold funds in the Reimbursement Account under our exclusive control. You must maintain this Reimbursement Account as security for the Account, and you grant us a security interest in the Reimbursement Account. This Reimbursement Account will include any and all future extensions, renewals, or replacements of the Reimbursement Account. No portion of the Reimbursement Account may be used to secure other loans. The Reimbursement Account will be solely owned by you. Funds in the Reimbursement Account are insured by the Federal Deposit Insurance Corporation ("FDIC") up to the maximum allowable limits. For more detailed information on FDIC coverage, contact the FDIC directly at 1-877-ASKFDIC (1-877-275-3342), (TDD: 1-800-925-4618) or visit www.fdic.gov. We will maintain separate records to account for your funds in the Reimbursement Account. You will receive a monthly Reimbursement Account statement, either separately or as part of your Statement.

2. OUR SERVICES REGARDING THE AGREEMENTS AND REIMBURSEMENT ACCOUNT. Strictly in accordance with our contractual obligations to you, we will perform a variety of services in connection with the Agreements and the Reimbursement Account. These services include: (a) maintaining transaction and payment records for the Reimbursement Account; (b) receiving ESA Program reimbursements and depositing such funds into the Reimbursement Account; (c) receiving payments on the Account; (d) effecting transfers from the Reimbursement Account of the amounts contemplated by Sections 6 and 7 of this Security Agreement; and (e) in the event you or we end the Account or you default under the Agreements, initiating any final payments due from the Reimbursement Account and/or returning to you any remaining funds in the Reimbursement Account to which you are entitled.

3. FUNDING OF REIMBURSEMENT ACCOUNT; ACCOUNT EARNINGS. Your Reimbursement Account may be funded by (a) reimbursements from your ESA Program for Eligible Educational Expenses charged to your Account and (b) any other means we may make available from time to time. You will not earn interest on your funds in the Reimbursement Account.

4. REIMBURSEMENT ACCOUNT WITHDRAWAL LIMITS. Funds in the Reimbursement Account secure charges, fees, and other amounts you owe us under the Account and are subject to substantial limits on withdrawal while you owe us any money. For the avoidance of doubt, the Collateral secures all of your obligations to us under the Agreements, including but not limited to the outstanding balance on your Account, all fees, and any other amounts you owe us, and is not limited to charges for Eligible Educational Expenses.

5. YOUR GRANT OF A SECURITY INTEREST IN THE REIMBURSEMENT ACCOUNT AND RELATED COLLATERAL. To secure all of your obligations to us under the Agreements, you hereby grant us a first priority security interest in all of your right, title, and interest in the Reimbursement Account, all funds in the Reimbursement Account from time to time, and all additions to, earnings on, and proceeds of the foregoing (collectively, the "Collateral"). You promise not to grant or allow any other person to obtain any interest in the Collateral. You agree that we may make any filings and take any other actions we deem necessary or appropriate to evidence and perfect our interest in the Collateral, and you further agree to take any action we reasonably request to evidence and perfect our interest in the Collateral. We may transfer or pledge our right, title, and interest in the Collateral at any time; any such transfer will not change your terms under this Agreement. Upon your failure to make any required payment on the Account in full and on time or your default under the Agreements, you hereby instruct us to set off against the Reimbursement Account for the amounts owed to us under the Agreements. In the event of your death, we will not release funds on deposit in the Reimbursement

Account unless all obligations under the Cardmember Agreement have been repaid and all legal documents we require are delivered to us.

6. WITHDRAWALS FROM REIMBURSEMENT ACCOUNT BY US. Subject to applicable law, we may withdraw funds from the Reimbursement Account and apply them to amounts you owe under the Account in the following circumstances: (a) If you fail to pay your Statement Balance by the Payment Due Date or are otherwise in default under the Agreements, we may withdraw some or all of the funds from the Reimbursement Account and apply them to amounts you owe us, in such amounts and at such times as we determine in our discretion, up to the full amount owing to us; (b) upon closure of the Account or the Reimbursement Account, we may apply funds in the Reimbursement Account to the outstanding balance on the Account and to any other amounts you owe under the Agreements, as set forth in the Reimbursement Account Agreement; and (c) as otherwise expressly provided in the Reimbursement Account Agreement. You may enroll in optional automatic payments under a separate authorization; enrollment is not required to obtain or keep your Account.

7. WITHDRAWALS FROM THE REIMBURSEMENT ACCOUNT BY YOU. You have no right to make withdrawals from the Reimbursement Account except as described in this paragraph. While your Account remains open, you may not make withdrawals from the Reimbursement Account except to the extent your Reimbursement Account balance exceeds outstanding balance on your Account You may permit you in our discretion to withdraw any funds in the Reimbursement Account, including funds subject to a hold under this Security Agreement to make a payment on your Account. After the Account is paid in full and closed, by you or by us, you may withdraw any and all funds remaining in the Reimbursement Account, once we have confirmed to our satisfaction that any payments you have made on the Account have been made with good funds and are no longer subject to return, reversal, or chargeback. Notwithstanding the foregoing, upon closure of the Reimbursement Account, we may hold all funds in the Reimbursement Account until your Account balance is paid in full, as set forth in the Reimbursement Account Agreement.

8. CARDMEMBER INSTRUCTIONS TO COLUMN. You hereby irrevocably instruct us to receive payments made by you for payment of the Account and/or for deposit into the Reimbursement Account and to effect any and all deposits to and withdrawals from the Reimbursement Account contemplated by this Security Agreement and the Cardmember Agreement on default or account closure, or as separately authorized by you (including payments due to us under the Cardmember Agreement up to the full amount owing).

9. CONFIDENTIALITY. We will disclose information to third parties about your Reimbursement Account or any transfers you make only when: (a) it is necessary for completing a transfer, or (b) it is needed to verify the existence and condition of your Reimbursement Account for a third party, or (c) it is required to comply with government agency or court orders, or (d) you give us your written permission, or (e) it is permitted by our Privacy Policy at https://www.pathfindercard.com/privacy.

10. LEGAL PROCEEDINGS. We may comply with any legal action to reach your funds or property (such as a writ of attachment, adverse claim, garnishment, tax levy, restraining order, subpoena, or warrant) or other legal proceeding involving your Reimbursement Account which we believe to be valid. If your Account, your Reimbursement Account, or your funds therein become involved or are likely to become involved in a legal proceeding, you understand that the entire balance of your funds in the Reimbursement Account may be restricted until the matter has been resolved. Such proceedings are subject to our security interest. We shall be entitled to rely upon the representations, warranties, and statements made in such legal proceedings. You agree to hold harmless and indemnify us for any losses, expenses, and costs, including reasonable attorneys' fees, incurred by us as a result of complying with such legal proceedings. In addition to the events of default under the Cardmember Agreement, you will be in default under the Cardmember Agreement if we are served or become involved with a legal proceeding regarding the Reimbursement Account or your funds therein.

11. MISCELLANEOUS. This Security Agreement and our security interest and rights as pledge hereunder are governed by Utah law, to the extent not preempted by federal law. We may, in our sole discretion, assign the Reimbursement Account and our rights and obligations under this Security Agreement; any such assignment will not change your terms under the Agreements. If we use an attorney to defend or enforce our rights under this Security Agreement or to perform any legal services in connection with this Security Agreement, we may charge you our legal costs as permitted by law. This Security Agreement is part of the Agreement, and all other terms of the Agreement apply to this Security Agreement. The other terms of the Cardmember Agreement apply to this Security Agreement, and therefore disputes regarding the terms of this Security Agreement are subject to the Arbitration Clause set forth in Exhibit A to the Cardmember Agreement, which is incorporated herein by reference. The terms of this Security Agreement shall survive and continue to apply to the Reimbursement Account following the closing of the Account or the Reimbursement

Account and shall be binding on you even if you cancel your Account or do not accept the Cardmember Agreement as permitted in the Cardmember Agreement. If any part of the Security Agreement is invalid, the rest of the Security Agreement will remain in effect.

12. SIGNATURES; BINDING PROMISES. You and we will be legally bound by the terms of this Security Agreement if and when you electronically sign this Security Agreement and we send you notice that your Account application has been approved. You promise us that you have read and understand this entire Security Agreement.

CARDMEMBER: