

Cardholder Agreements

If you are a Credit One Bank customer, you may request a copy of your specific Cardholder Agreement by signing in to your account.

D081	Credit One Bank Platinum Visa® 23.99% Variable Monthly APR (WSJ Prime + 20.74%) \$75 Annual Fee first year, then \$99 annually (\$8.25 per month) \$5.00 or 8% Cash Advance Fee (whichever is greater)
D083	Credit One Bank Platinum Visa® 23.99% Variable Monthly APR (WSJ Prime + 20.74%) \$75 Annual Fee, then \$99 annually (\$8.25 per month) \$5.00 or 8% Cash Advance Fee (whichever is greater)
D091	Credit One Bank Platinum Visa® 23.90% Variable Monthly APR (WSJ Prime + 20.65%) \$39 Annual Fee \$5.00 or 8% Cash Advance Fee (whichever is greater)
D093	Credit One Bank Platinum Mastercard® 24.4% Variable Monthly APR (WSJ Prime + 21.15%) \$39 Annual Fee \$5.00 or 8% Cash Advance Fee (whichever is greater)
D098	Credit One Bank Platinum Visa® 24.40% Non-Variable Monthly APR \$75 Annual Fee first year, then \$75 annually (\$6.25 per month) \$10.00 or 5% Cash Advance Fee (whichever is greater)
D099	Credit One Bank Platinum Visa® 24.40% Non-Variable Monthly APR \$39 Annual Fee \$10.00 or 5% Cash Advance Fee (whichever is greater)
D217	Credit One Bank Platinum Visa® 23.99% Variable Monthly APR (WSJ Prime + 20.74%) \$39 Annual Fee \$5.00 or 8% Cash Advance Fee (whichever is greater)

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D219	Credit One Bank Platinum Visa[®] 23.99% Variable Monthly APR (WSJ Prime + 20.74%) \$95 Annual Fee \$10.00 or 5% Cash Advance Fee (whichever is greater)
D223	Credit One Bank Platinum Visa[®] 23.99% Variable Monthly Purchase APR (WSJ Prime + 20.74%) \$0 Annual Fee \$10.00 or 5% Cash Advance Fee (whichever is greater)
D224	Credit One Bank Platinum Visa[®] 23.99% Variable Monthly APR (WSJ Prime + 20.74%) \$39 Annual Fee \$5.00 or 8% Cash Advance Fee (whichever is greater)
D226	Credit One Bank Platinum Visa[®] 23.99% Variable Monthly APR (WSJ Prime + 20.74%) \$39 Annual Fee \$5.00 or 8% Cash Advance Fee (whichever is greater)
D232	Credit One Bank Platinum Visa[®] 23.99% Variable Monthly APR (WSJ Prime + 20.74%) \$39 Annual Fee \$5.00 or 8% Cash Advance Fee (whichever is greater)
D233	Credit One Bank Platinum Visa[®] 23.99% Variable Monthly APR (WSJ Prime + 20.74%) \$75 Annual Fee, then \$99 annually (\$8.25 per month) \$5.00 or 8% Cash Advance Fee (whichever is greater)
D234	Credit One Bank Platinum Visa[®] 17.99% Variable Monthly Purchase / BT APR (WSJ Prime + 14.74%) 23.99% Variable Monthly Cash APR (WSJ Prime + 20.74%) \$0 Annual Fee \$10.00 or 5% Cash Advance Fee (whichever is greater)

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D241	Credit One Bank Platinum Visa® 23.99% Variable Monthly APR (WSJ Prime + 20.74%) \$0 Annual Fee \$10.00 or 5% Cash Advance Fee (whichever is greater)
D243	Credit One Bank Platinum Visa® 23.99% Variable Monthly APR (WSJ Prime + 20.74%) \$95 Annual Fee \$10.00 or 5% Cash Advance Fee (whichever is greater)
D246	Credit One Bank Platinum Visa® 23.99% Variable Monthly APR (WSJ Prime + 20.74%) \$39 Annual Fee \$5.00 or 8% Cash Advance Fee (whichever is greater)
D248	Credit One Bank Platinum Visa® 24.40% Variable Monthly APR (WSJ Prime + 21.15%) \$39 Annual Fee \$5.00 or 8% Cash Advance Fee (whichever is greater)
D249	Credit One Bank Platinum Mastercard® 23.99% Variable Monthly APR (WSJ Prime + 20.74%) \$95 Annual Fee \$10.00 or 5% Cash Advance Fee (whichever is greater)
D250	Credit One Bank Platinum Mastercard® 23.99% Variable Monthly APR (WSJ Prime + 20.74%) \$0 Annual Fee \$10.00 or 5% Cash Advance Fee (whichever is greater)
D261	Credit One Bank Platinum Visa® 24.40% Non-Variable Monthly APR \$39 Annual Fee \$7 or 4% Balance Transfer Fee (whichever is greater) \$10.00 or 5% Cash Advance Fee (whichever is greater)

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If you are a Credit One Bank customer, you may request a copy of your specific Cardholder Agreement by signing in to your account.

D262	Credit One Bank Platinum Visa[®] 17.99% Variable Monthly Purchase / BT APR (WSJ Prime + 14.74%) 23.99% Variable Monthly Cash APR (WSJ Prime + 20.74%) \$0 Annual Fee \$10.00 or 5% Cash Advance Fee (whichever is greater)
D263	Credit One Bank Platinum Visa[®] 24.40% Variable Monthly APR (WSJ Prime + 21.15%) \$95 Annual Fee \$10.00 or 5% Cash Advance Fee (whichever is greater)
D265	Credit One Bank Platinum Visa[®] 23.99% Variable Monthly APR (WSJ Prime + 20.74%) \$75 Annual Fee, then \$99 annually (\$8.25 per month) \$5.00 or 8% Cash Advance Fee (whichever is greater)
D266	Credit One Bank Platinum Visa[®] 23.99% Variable Monthly APR (WSJ Prime + 20.74%) \$39 Annual Fee \$5.00 or 8% Cash Advance Fee (whichever is greater)
D267	Credit One Bank Platinum Visa[®] 17.99% Variable Monthly Purchase / BT APR (WSJ Prime + 14.74%) 23.99% Variable Monthly Cash APR (WSJ Prime + 20.74%) \$0 Annual Fee \$10.00 or 5% Cash Advance Fee (whichever is greater)
D268	Credit One Bank Platinum Visa[®] 23.99% Variable Monthly APR (WSJ Prime + 20.74%) \$0 Annual Fee \$10.00 or 5% Cash Advance Fee (whichever is greater)

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D103	Credit One Bank American Express® Card 24.40% Variable Monthly APR (WSJ Prime + 21.15%) \$39 Annual Fee \$5.00 or 8% Cash Advance Fee (whichever is greater)
D105	Credit One Bank American Express® Card 24.40% Variable Monthly APR (WSJ Prime + 21.15%) \$0 Annual Fee \$5.00 or 8% Cash Advance Fee (whichever is greater)
D222	Credit One Bank American Express® Card 23.99% Variable Monthly APR (WSJ Prime + 20.74%) \$39 Annual Fee \$5.00 or 8% Cash Advance Fee (whichever is greater)
D242	Credit One Bank American Express® Card 24.40% Variable Monthly APR (WSJ Prime + 21.15%) \$95 Annual Fee \$10.00 or 5% Cash Advance Fee (whichever is greater)
D244	Credit One Bank American Express® Card 23.99% Variable Monthly APR (WSJ Prime + 20.74%) \$75 Annual Fee, then \$99 annually (\$8.25 per month) \$5.00 or 8% Cash Advance Fee (whichever is greater)

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D245	Credit One Bank American Express[®] Card 23.99% Variable Monthly APR (WSJ Prime + 20.74%) \$0 Annual Fee \$10.00 or 5% Cash Advance Fee (whichever is greater)
D247	Credit One Bank American Express[®] Card 24.40% Variable Monthly APR (WSJ Prime + 21.15%) \$39 Annual Fee \$5.00 or 8% Cash Advance Fee (whichever is greater)
D251	Credit One Bank American Express[®] Card 24.40% Variable Monthly APR (WSJ Prime + 21.15%) \$0 Annual Fee \$5.00 or 8% Cash Advance Fee (whichever is greater)
D252	Credit One Bank American Express[®] Card 23.99% Variable Monthly APR (WSJ Prime + 20.74%) \$39 Annual Fee \$5.00 or 8% Cash Advance Fee (whichever is greater)
D255	Credit One Bank American Express[®] Card 23.99% Variable Monthly APR (WSJ Prime + 20.74%) \$95 Annual Fee \$10.00 or 5% Cash Advance Fee (whichever is greater)

Pricing Summary

Interest Rates and Interest Charges	
ANNUAL PERCENTAGE RATE (APR) for Purchases	23.99% This APR will vary with the market based on the Prime Rate.
ANNUAL PERCENTAGE RATE (APR) for Balance Transfers	23.99% This APR will vary with the market based on the Prime Rate.
ANNUAL PERCENTAGE RATE (APR) for Cash Advances	23.99% This APR will vary with the market based on the Prime Rate.
Paying Interest	You will be charged interest on Purchases, Balance Transfers and Cash Advances from the posting date.
Minimum Interest Charge	If you are charged interest, the charge will be no less than \$1.00.
For Credit Card Tips from the Consumer Financial Protection Bureau	To learn more about factors to consider when applying for or using a credit card, visit the website of the Consumer Financial Protection Bureau at http:// www.consumerfinance.gov/learnmore .
Fees	
Annual Fee	\$75 for the first year. After that \$99 annually (\$8.25 per month).
Transaction Fees <ul style="list-style-type: none"> • Balance Transfers • Cash Advance • Foreign Transaction 	Either \$5 or 8% of the amount of each Balance Transfer, whichever is greater. Either \$5 or 8% of the amount of each Cash Advance, whichever is greater. Either \$1 or 3% of the amount of each purchase in U.S. dollars, whichever is greater.
Penalty Fees <ul style="list-style-type: none"> • Late Payment • Returned Payment 	Up to \$39* Up to \$39**

How We Will Calculate Your Balance: We use a method called “average daily balance (including new Purchases).” See your Card Agreement for more details.

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

Authorized User Card Fee: If you request a card for an authorized user, we charge an Authorized User Card Fee of \$19 annually. This fee will reduce the amount of your available credit.

***Late Payment Fee:** We will charge the maximum safe harbor amount, which is set annually in accordance with 12 C.F.R 1026.52(b)(1)(ii)(D). Currently the fee is \$28, unless you incurred a Late Payment Fee during the prior six billing cycles. If you did, the fee is currently \$39. This fee will not exceed

the related Minimum Payment that was due. We charge a Late Payment Fee to your Account if at least the Amount Due This Period (less any Late Payment Fee for the current billing cycle) plus any Past Due Amount is not received by 5:00 p.m. PT on the Payment Due Date shown on your statement.

****Returned Payment Fee:** We will charge the maximum safe harbor amount, which is set annually in accordance with 12 C.F.R 1026.52(b)(1)(ii)(D). If a payment is not honored upon first presentment, even if the payment is later honored, a Returned Payment Fee will be charged to your Account. Currently, the fee is \$28, unless you incurred a Returned Payment Fee in the prior six billing cycles. If you did, the fee is currently \$39. This fee will not exceed the related Minimum Payment that was due.

Additional Rate Information: The Purchase, Balance Transfer and Cash Advance APR equals the Prime Rate plus a margin of 20.74%. This corresponds to a monthly periodic rate of 1.99917%.

Minimum Payments: You may pay the entire New Balance shown on your billing statement at any time. Each billing period you must pay at least the Minimum Payment Due by the Payment Due Date shown on your billing statement. The Minimum Payment Due will be the sum of:

- 5% of your outstanding balance, rounded up to the next whole dollar, or \$30, whichever is greater;
- any Late Payment Fee for the current billing cycle;
- and any Past Due Amount (excluding any past due Late Payment Fees).

The Agreement

This Agreement, together with the Pricing Summary, is your contract with us.

Accepting this Agreement: You accept this Agreement when you use the Account. You may still reject this Agreement if you have not yet used the Card, used the Account, or paid a fee after receiving a billing statement. To reject the Agreement, call us at 866-515-5721 or write us at Bank Card Center, P.O. Box 95516, Las Vegas, NV 89193-5516. If you reject the Agreement, you are not responsible for any fees or charges.

Arbitration: This Agreement includes an Arbitration Provision with class action and jury trial waivers. You can reject the Arbitration Provision. See "How to REJECT this agreement to arbitrate" in the Arbitration section. If you do not, it will be part of this Agreement.

Promise to Pay: You agree to pay us for all amounts due on your Account, including credit for Purchases, Balance Transfers, and Cash Advances, as well as interest charges and fees. This includes charges made by Additional Cardholders and other Authorized Users.

Definitions

Account means the Credit One Bank card account under this Agreement.

Authorized User means any person you allow to use your Account or Card, including Additional Cardholders. If the Authorized User has been issued a Card and you want to terminate the Authorized User, you must notify us by telephone or in writing.

Balance Transfer means a transaction we designate that allows you to use your Account to pay another creditor or yourself. Balance Transfers cannot be used to pay us or our affiliates. A Balance Transfer will be subject to the terms of the Balance Transfer offer and this Agreement.

Card refers to one or more cards or access devices, including your Account number, that we give you or someone else with your authorization to get credit under this Agreement.

Cardholder refers to each person with a card issued in their name.

Cash Advance means the use of your Account to obtain funds at a financial institution or the use of a Convenience Check.

Convenience Check means a check we issue to you to take a Cash Advance. You may not use these checks to pay us or our affiliates.

Purchase means the use of the Account to obtain goods or services.

Prime Rate means the highest U.S. Prime Rate in the Money Rates section of The Wall Street Journal on the 25th day of the month, or the next day if that day is not a publication day. If The Wall Street Journal does not publish the U.S. Prime Rate, we may substitute another index.

we, us, our, and **Credit One Bank** refer to Credit One Bank, N.A., the issuer of your Card.

you, and **your** refer to each person who has applied for the Account and where appropriate, the Authorized User.

Features and Use of Your Account

Using Your Card: You may make Purchases wherever the Card is accepted. You may use the Account to obtain Cash Advances, but you may not make more than two Cash Advance transactions per day and you may not obtain more than \$200 in Cash Advances per day. You may use the Account only for personal, family, or household purposes, and if your Account is used for any other purpose you are still responsible for such use. You may not use the Account for business or commercial purposes. The Account may not be used for online or internet gambling or illegal purposes.

Your Credit Limit: We will tell you your credit limit. Keep your Account balance below your credit limit. If you do not, you must still pay us. We may designate part of your credit limit as a Cash Advance limit and part as a Balance Transfer limit. We may change your credit limit(s) at any time, without notice. You may use a portion of your credit limit for Cash Advances and Balance Transfers. Each Purchase, Cash Advance, and Balance Transfer obtained will reduce the amount of available credit under your credit limit until it is repaid. We may delay increasing your available credit by the amount of any payment that we receive for up to 12 calendar days.

Credit Limit Increase: To request a credit limit increase contact the Customer Service number on your statement. We may impose a fee for processing the request.

Credit Authorizations: We may decline to authorize a transaction for any reason. We will not be liable to you if we decline a transaction or if anyone refuses any use of your Card.

Automatic Billing: You may set up automatic billing with a merchant. You authorize us to provide an updated Account number or Card expiration date to any merchant at our discretion. Contact the merchant to stop automatic billing.

Joint Accounts: If this is a joint account, each of you is responsible individually and together for all amounts owed. Each of you is responsible even if the Account is used by only one of you. You will continue to be liable for the entire balance of the Account, even if your co-applicant is ordered by a court to pay us. You will remain liable to us if your co-applicant fails to pay as ordered by the court. Your Account status will continue to be reported to the credit reporting agencies under each of your names. The delivery of notices or billing statements to either of you serves as delivery to each of you. We may rely on instructions given by either of you. We are not liable to either of you for relying upon such instructions.

Electronic Access: Applications (apps) on electronic devices (such as mobile wallets) can store your Card and can be used to get credit under this Agreement. Such transactions are covered by this Agreement. Apps may have separate terms of use. We are not responsible if you violate those terms or for any consequences from violating those terms.

Additional Cardholder: At your request, we may, at our discretion, issue, in the name of another person, an additional Card on your Account. That person is an Additional Cardholder, as well as an Authorized User. An Additional Cardholder has access to certain Account information including balance, available credit and payment information. If you advise us that the Additional Cardholder is your spouse, information regarding the Account will be provided to consumer reporting agencies in your name as well as in the name of the Additional Cardholder. By requesting that we add an Additional Cardholder to your Account, you represent that you (1) have the consent of the Additional Cardholder to be added to the Account, (2) have provided a copy of this Agreement to the Additional Cardholder, and (3) if the Additional Cardholder is your spouse, you have told the Additional Cardholder that Credit One Bank will furnish credit information about them to the credit reporting agencies in connection with the Account. The Additional Cardholder may report the Card lost or stolen and may remove him or herself from the Account.

Interest Rates and Interest Changes

Annual Percentage Rates (APRs): See the Pricing Summary for your APRs. The APR for Balance Transfers will be the same as the APR for standard Purchases, unless a promotional rate applies.

Variable Rates: Your Pricing Summary indicates whether you have any variable APRs. Variable APRs are determined by adding to the Prime Rate the number of percentage points ("margin") specified in the Pricing Summary. Variable APRs will increase or decrease when the Prime Rate changes. The APR change will take effect beginning with billing cycles that end on or after the first day of the month after the month in which the Prime Rate changes. An increase in the APR will increase your interest charges and may increase your Minimum Payment Due.

Average Daily Balance Method (including new transactions): We calculate interest each billing cycle by first figuring the "average daily balance" for each type of balance. Standard Purchases, standard Cash Advances, standard Balance Transfers, and each promotional offer, are all types of balances.

For each type of balance, for each billing cycle, we start with the balance on the last day of your previous billing cycle. We subtract any unpaid interest. This is the beginning balance each day. Each day of the billing cycle we subtract any new payments and credits applied to that type of balance. We add any new transactions and fees for that type of balance. We add Purchases, Cash Advances, and Balance Transfers on the post date. We add

transaction fees on promotional rate and non-promotional rate Balance Transfers to the same type of balance as the transaction. We add all other fees to the standard Purchase balance. This gives us the daily balance for that type of balance, except that if the daily balance is negative, we treat it as zero. We then add up all of the daily balances and divide by the number of days in the billing cycle. This gives us the "average daily balance" for that type of balance. We multiply the average daily balance by the applicable monthly periodic rate (the APR divided by 12). This gives us the interest charged for that type of balance for that billing cycle. This interest is included in the Account balance on the last day of the billing cycle. The results for all types of balances are then added together to determine the total interest charged that billing cycle.

When Interest Begins: We begin to impose interest on a transaction or fee from the day we add it to the daily balance. We continue to impose interest until you pay the total amount you owe us. There is no grace period and you cannot avoid paying interest on Purchases, Balance Transfers or Cash Advances.

Fees

See the Pricing Summary for additional Fee information.

Annual Fee: If your Account is subject to an Annual Fee, the amount and when it is billed is shown on the Pricing Summary. The Annual Fee is billed to the Account until the Account is closed and the outstanding balance is paid in full. The Annual Fee is refundable as long as you cancel your Account and have not used your card for any Purchases, Cash Advances, or Balance Transfers and you have not made a payment.

Credit Limit Increase Fee: If a fee is imposed for processing a Credit Limit increase request, we will tell you the amount of the fee at the time of your request and before you agree to it.

Transaction Fee for Balance Transfers: The transaction fee for Balance Transfers will be the same as the transaction fee for Cash Advances, unless a promotional fee applies.

Foreign Transaction Fee: We add this fee for each purchase made outside the U.S. (A purchase is made outside the U.S. unless it is made with a U.S. merchant, processed completely in the U.S., and in U.S. dollars.) The fee is a percentage of the U.S. dollar amount of the purchase.

Optional Express Payment Service Fee: If a representative of ours helps expedite your payment, we may impose an Express Payment fee. You will be informed of the amount of the fee before you complete the transaction.

Duplicate Statement Fee: If you request a duplicate copy of a monthly statement, for any purpose other than to assert a billing error, you will be charged a fee of up to \$10 for each statement copy requested.

Sales Slip Request Fee: If you request a copy of a sales slip, for any purpose other than to resolve a dispute about the charges on your Account, you will be charged a fee of \$6 for each sales slip copy requested.

Replacement Card Fee: If you request a replacement card, a Replacement Card Fee of up to \$25 may be charged to your Account.

Payments

Minimum Payment Due: See the Pricing Summary for the minimum payment requirements.

Small Balances: As it is uneconomical for both you and us to process payments or maintain credits that are \$1 or less in amount, you agree as follows: (1) In any billing cycle in which you have had no transactions and your New Balance on the billing date is \$1 or less, the balance will be rounded to zero and you will not receive a bill for this amount. (2) In the event that you have a credit balance of \$1 or less for two consecutive billing cycles, the balance will be rounded to zero and you will not receive a refund of this amount.

Payment Instructions: You must pay us in U.S. dollars, in funds on deposit in the U.S. We credit your payments in accordance with the terms contained on your billing statement. If you mail your payment to an address other than the address designated on your billing statement, there may be a delay in processing and crediting the payment to your Account.

Irregular Payments: Any payment submitted in offer of settlement of a disputed debt, including any item containing a notation such as "paid in full," and any other item with a restrictive endorsement, must be sent to: Credit One Bank, P.O. Box 95516, Las Vegas, NV 89193-5516. We can accept late payments, partial payments, and checks or other items with restrictive endorsements at any other address without losing any of our rights under this Agreement.

Postdated Checks: You agree that we need not examine any payment check to confirm that it is not postdated and that we may deposit any postdated check on the day we receive it.

Payment Allocation: We apply payments up to the Minimum Payment Due and credits at our discretion, which may result in balances at lower APRs being paid first and higher interest charges. Payments over the Minimum Payment Due will be applied to balances with higher APRs first.

Collecting, Sharing, and Updating Information

Customer Privacy: We send you our Privacy Policy when you open your Account and thereafter in accordance with applicable law. It summarizes the personal information we collect; how we safeguard its confidentiality and security; when it may be shared with others; and how you can limit our sharing of this information. You accept the terms of our Privacy Policy when you use the Account. Contact us or visit CreditOne.com if you would like a copy.

Information About You: You authorize us to obtain and/or use information about you from third parties and credit reporting agencies to: (1) verify your identity and/or conduct investigative inquiries; (2) determine your income and credit eligibility; (3) review your Account and provide renewal of credit; (4) verify your current credit standing in order to present future credit limit increases or decreases; (5) qualify you for and present additional lines of credit or other offers; and (6) collect amounts owing on your Account. Upon request, we will tell you the name and address of any credit reporting agency that provided us with information concerning you.

Furnishing Information: We may furnish information concerning your Account or credit file to consumer reporting agencies and others who may properly receive that information. If you believe that information we furnished is inaccurate or incomplete, please write us at Credit One Bank, P. O. Box 98873, Las Vegas, NV 89193-8873. Please include your name, address, home phone number and Account number.

Telephone Calls, Text Messages and Emails Regarding Your Account: You are providing express written permission and consent authorizing Credit One Bank and our agents, servicers, contractors, subsidiaries, affiliates, officers, and other partners and employees to contact you at any phone number (including mobile, cellular/wireless, or similar devices) or email address you provide at any time, for any lawful purpose. The ways in which we may contact you include live operator, automatic telephone dialing systems (auto-dialer), prerecorded and artificial voice message, text/SMS message or email. Phone numbers and email addresses you provide include those you give to us, those from which you, or someone acting on your behalf, contact us or which we obtain through other means. If you provide a phone number for which you are not the owner, you confirm you are authorized to provide that number. Such lawful purposes include, but are not limited to: obtaining information; activation of the card for verification and identification purposes; account transactions or servicing related matters; suspected fraud or identity theft; collection on the Account; and providing information about special products and services. You agree to pay any fee(s) or charge(s) that you may incur for incoming communications from us or outgoing communications to us, to or from any such number or email address, without reimbursement from us.

Communication Revocation: You may revoke your authorization for most communications. However, you cannot revoke authorization for fraud related communications or legally required communications. To change your communication preferences or to revoke consent you must write us. Please:

- include your name, mailing address, and the last four digits of your Account number;
- specify whether you are changing your preferences regarding mail, telephone calls, emails, and/or text or SMS messages;
- provide the specific phone number(s) and/or email address for which you are requesting communications to cease;
- send this written notice to: Credit One Bank, P.O. Box 98873, Las Vegas, NV 89193-8873.

Certain communication preferences can be changed on-line. Please log in to your Account to see if that option is available.

Telephone Monitoring: You agree that we (and our servicers, agents and contractors) may monitor and record any calls between you and us.

Updating Your Phone Number: Notify us immediately if you change mobile or cell phone numbers or plan to give your phone to someone else. It is your responsibility to provide us with a true, accurate and complete mobile number and to maintain and update promptly any changes in this information. You can update your mobile number by calling us at the phone number on the back of your Card.

Indemnification: If you provide telephone number(s) for which you are not the subscriber, or fail to notify us when you cease to be the subscriber for a telephone number you previously gave us, you agree to indemnify us, our subsidiaries, affiliates, officers, agents, servicers, contractors, and other partners and employees for any costs and expenses, including reasonable attorneys' fees, incurred as a result of us contacting or attempting to contact you at the number(s). Your obligation under this paragraph shall survive termination of the Agreement.

Account Closure

Default: You are in default under this Agreement if (1) bankruptcy or another insolvency proceeding is filed by or against you; (2) we reasonably believe you are unable or unwilling to repay us; (3) you die or are legally incompetent or incapacitated; (4) you fail to comply with the terms of this

Agreement, including failing to make a required payment when due, exceeding your credit limit or using your Card or Account for an illegal transaction; (5) you give us misleading, false, incomplete or incorrect information or fail to give us any information we deem necessary; or (6) if you no longer permanently reside in one of the 50 states or the District of Columbia. If you are in default, we may declare the entire Account balance immediately due and payable without advance notice.

Collection Costs: If we use an attorney to collect your Account, we may charge you our legal costs as permitted by law. These include reasonable attorneys' fees, court or other collection costs, and fees and costs of any appeal.

Closing Your Account: You may close your Account at any time. You will remain responsible for any amount you owe us under this Agreement. Any joint Cardholder may cancel a joint Account. However, both of you will remain responsible for paying all amounts owed. If your Account is subject to an Annual Fee, the fee will continue to be charged until you pay your outstanding balance in full.

We may cancel, suspend or not renew your Card, Account, or access to the credit line at any time and for any reason without notice. If your Account is closed by us, the Annual Fee will continue to be charged until you pay your outstanding balance in full.

However, when your Account is closed, if there is: (1) a debit balance of \$1 or less, that balance will be rounded to zero and you will not be required to pay this amount; or (2) a credit balance of \$1 or less, that balance will be rounded to zero and this amount will not be refunded to you. The rounding to zero may occur after your closing statement cycles, and you may not receive a statement reflecting the rounding.

Arbitration Agreement

PLEASE READ CAREFULLY—IMPORTANT—AFFECTS YOUR LEGAL RIGHTS

This agreement to arbitrate provides that you or we can require controversies or disputes between us to be resolved by BINDING ARBITRATION. You have the right to REJECT this agreement to arbitrate by using the procedure explained below.

If you do not reject this agreement to arbitrate, you GIVE UP YOUR RIGHT TO GO TO COURT and controversies or disputes between us will be resolved by a NEUTRAL ARBITRATOR INSTEAD OF A JUDGE OR JURY, using rules that are simpler and more limited than in a court. Arbitrator decisions are subject to VERY LIMITED REVIEW BY A COURT. Arbitration will proceed INDIVIDUALLY— CLASS ACTIONS AND SIMILAR PROCEDURES WILL NOT BE AVAILABLE TO YOU.

Agreement to Arbitrate: You and we agree that either you or we may, without the other's consent, require that controversies or disputes between you and us (all of which are called "Claims"), be submitted to mandatory, binding arbitration. This agreement to arbitrate is made pursuant to a transaction involving interstate commerce, and shall be governed by, and enforceable under, the Federal Arbitration Act (the "FAA"), 9 U.S.C. §1 et seq., and (to the extent State law is applicable), the laws of the State of Nevada.

For purposes of this agreement to arbitrate, "you" includes you, any co-applicant, any Authorized User (including Additional Cardholders), or anyone else connected with you or claiming through you; and "we" or "us" includes Credit One Bank, N.A., all of its parents, subsidiaries, affiliates, successors, predecessors, employees, and related persons or entities, and all third parties who are regarded as agents or representatives of us in connection with the subject matter of the claim or dispute at issue.

Covered Claims: Claims subject to arbitration include, but are not limited to, any controversies or disputes arising from or relating in any way to your Account; any transactions involving your Account; any disclosures made to you concerning your Account; any interest, charges, or fees assessed on your Account; any service(s) or programs related to your Account; and, if permitted by the rules of the arbitration forum, any collection of debt related to your Account. Claims also include controversies or disputes arising from or relating in any way to advertising, solicitations, or any application for, approval of, or establishment of your Account. Claims subject to arbitration include any controversies or disputes based on any theory of law, whether contract, tort, statute, regulation, common law, or equity, or whether they seek legal or equitable remedies. All Claims are subject to arbitration whether they arose in the past, may currently exist, or may arise in the future. Arbitration will apply even if your Account is closed, you pay us in full any outstanding debt you owe, or you file for bankruptcy. Also, controversies or disputes about the validity, enforceability, coverage, meaning, or scope of this agreement to arbitrate or any part thereof are subject to arbitration and are for the arbitrator to decide. Any questions about what Claims are subject to arbitration shall be resolved by interpreting this agreement to arbitrate in the broadest way the law will allow it to be enforced.

Claims Not Covered: Claims (whether brought initially or by counter or cross-claim) are not subject to arbitration if they are filed by you or us in a small claims court, so long as the case remains in such court and only individual claims for relief are advanced in the case.

No Class Arbitration or Consolidation or Joinder of Parties: Class actions and other similar procedures in which individuals seek to represent similarly situated individuals or seek relief on behalf of the general public, and consolidation or joinder of Claims (except for claimants on the same account), are NOT available under this agreement to arbitrate. Claims in arbitration will proceed on an INDIVIDUAL basis only:

UNLESS YOU REJECT THIS AGREEMENT TO ARBITRATE, YOU AND WE WAIVE THE RIGHT TO ASSERT OR PARTICIPATE IN A CLASS ACTION OR ANY REPRESENTATIVE OR CONSOLIDATED PROCEEDING IN COURT OR IN ARBITRATION.

The arbitrator shall have no authority to entertain any Claim as a class action or private attorney general action or on any other similar representative basis, nor shall the arbitrator have any authority to consolidate or join Claims brought by separate claimants (except for claimants on the same account). This also means that the arbitrator shall have no authority to make any award for the benefit of, or against, any person other than the individual who is the named party.[†]

†Notice to California Account Holders: This agreement to arbitrate shall not be construed to prevent you from seeking in the arbitration the remedy of public injunctive relief if (a) you reside in California, (b) you resided in California at the time you entered into this agreement to arbitrate, or (iii) the billing address for your Account is a California address (hereafter, "California Account Holder").

Initiation of Arbitration: The arbitration shall be administered by the American Arbitration Association ("AAA") before a single arbitrator under the AAA's Consumer Arbitration Rules, or by a mutually agreeable administrator, before a single arbitrator, as modified by this arbitration provision. Information about the arbitration process for AAA can be obtained from the AAA at www.adr.org. The arbitrator shall be selected from the AAA (or mutually agreeable administrator) panel of neutrals then active on the roster maintained by the AAA (or mutually agreeable administrator) office located in the city of or nearest to your billing address and, unless otherwise mutually agreed, the arbitrator shall be a retired federal judge, a retired state appellate judge, a retired state trial judge, or a lawyer with at least 15 years of experience in that order of preference.

In the event that the AAA or mutually agreeable administrator is unable or unwilling to handle the Claim for any reason, then the matter shall be arbitrated instead by a neutral arbitrator selected by agreement of the parties (or, if the parties cannot agree, selected by a court in accordance with the FAA).

Arbitration Procedures and Applicable Law; Offer of Settlement: Unlike a lawsuit in state or federal court, arbitration is conducted by a private organization that specializes in alternative dispute resolution. Disputes in arbitration are decided by a neutral arbitrator instead of a judge or jury. You may represent yourself in arbitration, or you may be represented by a lawyer.

Under this agreement to arbitrate, a single arbitrator designated by the arbitration administrator will decide the Claim under applicable law. The arbitrator is bound by the terms of this agreement to arbitrate. The AAA or mutually agreeable administrator will apply its code of procedures in effect at the time the arbitration claim is filed. If there is a conflict between that code of procedures and this arbitration provision and/or any sections of this Card Agreement, this arbitration provision and/or this Card Agreement will control. The arbitrator will honor all claims of privilege recognized by law. Subject to the prohibition on class, representative, and consolidation procedures set forth above, the arbitrator will have the power to award to a party any damages or other relief (including relief in equity) provided for under applicable law. That is, a party will be entitled to recover in arbitration any damages or other relief that it could recover if it prevailed in a court proceeding. An arbitrator's award shall consist of a written statement setting forth the disposition of each Claim. At the request of any party, the arbitrator shall also set forth a written explanation of the essential findings and conclusions on which the award is based. An arbitration award shall decide the rights and obligations only of the parties named in the arbitration, and shall not have any bearing on another person or dispute.

If your Claim is for \$10,000 or less, you may choose whether the arbitration will be conducted solely on the basis of documents, in a telephonic hearing, or in an in-person hearing.

Any in-person hearing will take place in the federal judicial district that includes your billing address at the time the Claim is filed, unless the parties agree to a different place.

The Arbitrator's Decision: The arbitrator's decision will be final and binding on the parties. A party can file a written appeal to the arbitration administrator within thirty (30) days after an award is issued. The appeal will proceed before a panel of three neutral arbitrators designated by the same arbitration administrator. The panel will decide anew all factual and legal issues, following the same rules of procedure, by majority vote any aspect of the original decision objected to. The costs of such an appeal will be borne in accordance with the below paragraph entitled "Fees and Costs". Any review by a court shall be governed by the Federal Arbitration Act. Any final arbitration award will be binding on the named parties and enforceable by any court having jurisdiction.

Fees and Costs: We will pay any costs that are required to be paid by us under the arbitration administrator's rules of procedure. If you file the arbitration, you will pay your share of the initial filing fee, unless you seek and qualify for a fee waiver under the applicable rules of the arbitration administrator. The party filing an appeal shall be responsible for all filing fees and costs of the appeal unless prohibited by administrator's rules of procedure. All parties are responsible for their own attorney's fees, expert fees and any other expenses, unless the arbitrator awards such fees or expenses to you or us if allowed by applicable law.

Other Parties Subject to this Agreement to Arbitrate: In addition to you and us, the rights and duties described in this agreement to arbitrate apply to: any third party co-defendant of a claim subject to this arbitration provision; all joint account holders, Additional Cardholders, and Authorized Users of your Account(s).

How to REJECT this Agreement to Arbitrate: You can reject this agreement to arbitrate but only if we receive from you a written notice of rejection within 45 days after it was first provided to you. To reject this agreement to arbitrate you must send the notice of rejection to: Credit One Bank, Attention: Arbitration Opt Out, P. O. Box 98873, Las Vegas, NV 89193-8873. Rejection notices sent to any other address will not be accepted or effective. If you decide to reject this agreement to arbitrate in writing, your notice must state that you reject this agreement to arbitrate and include your name, address, account number, and personal signature. Rejection of arbitration will not affect your other rights or responsibilities under this Card Agreement.

Survival, Severability, and Amendment of Terms:

Survival. This agreement to arbitrate shall survive changes in the Agreement and termination of the Account or the relationship between you and us, including the bankruptcy of any party and any transfer or sale of your Account, or amounts owed on your Account, to another person or entity.

Severability. If any part or parts of your agreement to arbitrate are declared unenforceable, then such specific part or parts shall be of no force or effect and shall be severed, but the remainder of this agreement to arbitrate shall continue in full force and effect. If, however, the entire agreement to arbitrate or your waiver of the right to bring or participate in a class or representative action or in consolidation procedures is unenforceable, then the agreement to arbitrate shall be of no force or effect. Notwithstanding the preceding sentence, with respect to California Account Holders, if arbitration is unenforceable, in whole or in part, you and we agree to resolve any Claim by a judicial reference proceeding as described above.

Amendment in Writing Only. This agreement to arbitrate may not be amended, severed, or waived, except as expressly provided in the Agreement or in a written agreement between you and us.

Other Information

Transactions in Foreign Currencies: If you make a transaction at a merchant that settles in a currency other than U.S. dollars, Mastercard International Incorporated or Visa Incorporated will convert that charge into a U.S. Dollar amount. That conversion will be done at a rate selected by Mastercard or Visa from the range of rates available in wholesale currency markets for the applicable central processing date, which rate may vary from the rate Mastercard or Visa itself receives, or the government-mandated rate in effect for the applicable central processing date. The currency conversion rate used on the processing date may differ from the rate that would have been used on the purchase date or on the date the transaction is posted to your Account. You agree to pay the converted amount, including any charges for the conversion that may be imposed as described above.

Changes to Your Agreement: The rates, fees and terms of this Agreement may change and we may add or delete any term to this Agreement, consistent with applicable law. We will give you advance written notice of these changes and a right to reject the change, if required by law.

Unauthorized Use: Notify us immediately if your Card is lost or stolen or you suspect that someone is using your Card or Account without your permission.

Assignment: We may assign any or all of our rights and obligations under this Agreement. You may not assign any of your rights or obligations under this Agreement.

No Waiver: We will not lose our rights under this Agreement because we delay or do not enforce them.

Governing Law: This Agreement is governed by and interpreted in accordance with the laws applicable to national banks, and, where no such laws apply, by the laws of the State of Nevada, excluding the conflicts of law provisions thereof, regardless of your state of residence.

Conformance with Law; Severability: If any part of this Agreement conflicts with applicable law, that provision will be considered modified to conform to applicable law. If any part of this Agreement is invalid, the rest shall remain in effect, except as otherwise noted in the Arbitration Provision.

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 the Billing Inquiries address on the statement.

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 \$50.00 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 \$50.00. (Note: Neither of these are necessary if your purchase was based on an advertisement we mailed to you, or if we own or operate 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 the Billing Inquiries address shown on your statement.

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

Cash Back Rewards Program Supplement

This Supplement describes the terms and conditions of the Credit One Cash Back Rewards Program ("Program") and supplements the Card Agreement that governs your credit card account issued by Credit One Bank, N.A. (the "Account"). By using the Account, you agree to participate in the Program. Your participation is subject to the terms of the Card Agreement, including the arbitration provision, if applicable, and this Supplement. In the event of a conflict between the Card Agreement and this Supplement, with respect to matters relating to the Program, this Supplement controls.

Earning Cash Back Rewards: You earn cash back rewards in the form of an automatic statement credit equal to 1% of Net Eligible Purchases (as defined below) made with your Account. You do not earn cash back rewards on Cash Advances, Balance Transfers, interest, fees, and other charges. We will post a statement credit to your Account within seven days after the end of the month based on the Net Eligible Purchases made with your Account from the 27th of the previous month to the 26th of the current month. If your Account is in default, as defined in your Card Agreement, at the time the credit is to be posted, you WILL NOT receive the credit. Cash back rewards have no cash value.

Merchant Categories: Merchants who accept Visa/Mastercard credit cards are assigned a merchant code, which is determined by the merchant or its processor in accordance with Visa/ Mastercard procedures based on the kinds of products and services they primarily sell. We group similar merchant codes into Eligible Purchase categories for purposes of making cash back rewards offers to you. Please note:

- We make every effort to include all relevant merchant codes in our cash back rewards categories. However, even though a merchant or some of the items that it sells may appear to fit within a cash back rewards category, the merchant may not have a merchant code in that category. When this occurs, Purchases with that merchant won't qualify for cash back rewards offers on Purchases in that category.
- Although a merchant or the items that it sells may appear to fit the reward categories, the merchant may not have or use an eligible Code. Purchases made without an eligible code WILL NOT qualify for cash back rewards. A merchant with more than one location may submit Purchases using different codes, including codes that are not eligible under this Program. This means that Purchases from the same merchant at a different location may result in no reward.
- Purchases submitted by you, an authorized user, or the merchant through third-party payment accounts, mobile or wireless card readers, online or mobile digital wallets, or similar technology will not qualify in a cash back rewards category if the technology is not set up to process the purchase in that cash back rewards category.

Eligible Purchases: Eligible Purchases are Purchases from merchants in the following categories:

- gasoline,
- grocery (grocery Purchases do not include Purchases at superstores, at stores that sell groceries and other products like drugstores and convenience stores; or at smaller stores like bakeries, candy, nut or confection stores),
- mobile phone service, and
- internet, cable and satellite TV service.

Purchases That Are Not Eligible: Purchases from the following types of merchants are not eligible for cash back rewards:

- oil, propane, home heating companies,
- PayPal,
- warehouse clubs (including but not limited to Sam's Club and Costco),
- discount supercenters (including but not limited to Wal-Mart and Target).

Net Eligible Purchases: Net Eligible Purchases are Eligible Purchases minus any returns, disputed charges, unauthorized charges, illegal or fraudulent charges or other credits for such Purchases.

Program Restrictions: You will receive an automatic cash back rewards credit on each statement that has at least one Net Eligible Purchase. Automatic statement credits for cash back rewards will reduce the balance on your Account but will not count as payments. You will still be required to pay at least the Minimum Payment Due as shown on your billing statement each month. You WILL NOT earn cash back rewards for Purchases made while your Account is in default as defined within your Card Agreement. This Program excludes Accounts already enrolled in a different Credit One cash back rewards program.

Changes: The Program may be changed (added to, modified or deleted) by us at any time, including without limitation amendments to the definition of Eligible Purchases. We will give you prior notice to the extent required by law. The current version of this Program may be found at www.CreditOneBank.com along with the Card Agreement. Any revisions may affect your ability to earn cash back rewards.

Termination: We may suspend or terminate the Program or your participation in the Program at any time without prior notice. In such event, we will evaluate your Account for any eligible cash back rewards as of the Program termination date. Provided that you meet all of the other Program Restrictions listed above at that time, you will receive a distribution of the cash back rewards earned during the current billing period in the form of a statement credit.

Limited Liability: Unless otherwise required by law, this Program, or our Card Agreement with you, we will not be liable to you or anyone making a claim on your behalf, in connection with: (1) any change or termination of the Program; (2) any loss, damage, expense or inconvenience caused by any occurrence outside of our control; (3) any taxes that you incur as a result of receiving cash back rewards, payment of which taxes will be your responsibility; (4) any merchandise or services you purchase, or for any direct, indirect or consequential damages with respect to the use of your Account. In any event, any liability that Credit One may have to you in connection with the Program shall be limited to the amount of any cash back rewards you have earned in this Program. The Program and cash back rewards are void or limited where prohibited or restricted, respectively, by federal, state or local law.

Pricing Summary

Interest Rates and Interest Charges	
ANNUAL PERCENTAGE RATE (APR) for Purchases	23.99% This APR will vary with the market based on the Prime Rate.
ANNUAL PERCENTAGE RATE (APR) for Balance Transfers	23.99% This APR will vary with the market based on the Prime Rate.
ANNUAL PERCENTAGE RATE (APR) for Cash Advances	23.99% This APR will vary with the market based on the Prime Rate.
Paying Interest	You will be charged interest on Purchases, Balance Transfers and Cash Advances from the posting date.
Minimum Interest Charge	If you are charged interest, the charge will be no less than \$1.00.
For Credit Card Tips from the Consumer Financial Protection Bureau	To learn more about factors to consider when applying for or using a credit card, visit the website of the Consumer Financial Protection Bureau at http:// www.consumerfinance.gov/learnmore .
Fees	
Annual Fee	\$75 for the first year. After that \$99 annually (\$8.25 per month).
Transaction Fees <ul style="list-style-type: none"> • Balance Transfer • Cash Advance • Foreign Transaction 	Either \$5 or 8% of the amount of each Balance Transfer, whichever is greater. Either \$5 or 8% of the amount of each Cash Advance, whichever is greater. Either \$1 or 3% of the amount of each purchase in U.S. dollars, whichever is greater.
Penalty Fees <ul style="list-style-type: none"> • Late Payment • Returned Payment 	Up to \$39* Up to \$39**

How We Will Calculate Your Balance: We use a method called “average daily balance (including new Purchases).” See your Card Agreement for more details.

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

Authorized User Card Fee: If you request a card for an authorized user, we charge an Authorized User Card Fee of \$19 annually. This fee will reduce the amount of your available credit.

***Late Payment Fee:** We will charge the maximum safe harbor amount, which is set annually in accordance with 12 C.F.R 1026.52(b)(1)(ii)(D). Currently the fee is \$28, unless you incurred a Late Payment Fee during the prior six billing cycles. If you did, the fee is currently \$39. This fee will not exceed the related Minimum Payment that was due. We charge a Late Payment Fee to your Account if at least the Amount Due This Period (less any Late Payment Fee for the current billing cycle) plus any Past Due Amount is not received by 5:00 p.m. PT on the Payment Due Date shown on your statement.

****Returned Payment Fee:** We will charge the maximum safe harbor amount, which is set annually in accordance with 12 C.F.R 1026.52(b)(1)(ii)(D). If a payment is not honored upon first presentment, even if the payment is later honored, a Returned Payment Fee will be charged to your Account. Currently, the fee is \$28, unless you incurred a Returned Payment Fee in the prior six billing cycles. If you did, the fee is currently \$39. This fee will not exceed the related Minimum Payment that was due.

Additional Rate Information: The Purchase, Balance Transfer and Cash Advance APR equals the Prime Rate plus a margin of 20.74%. This corresponds to a monthly periodic rate of 1.99917%.

Minimum Payments: You may pay the entire New Balance shown on your billing statement at any time. Each billing period you must pay at least the Minimum Payment Due by the Payment Due Date shown on your billing statement. The Minimum Payment Due will be the sum of:

- 5% of your outstanding balance, rounded up to the next whole dollar, or \$30, whichever is greater;
- any Late Payment Fee for the current billing cycle;
- and any Past Due Amount (excluding any past due Late Payment Fees).

The Agreement

This Agreement, together with the Pricing Summary, is your contract with us.

Accepting this Agreement: You accept this Agreement when you use the Account. You may still reject this Agreement if you have not yet used the Card, used the Account, or paid a fee after receiving a billing statement. To reject the Agreement, call us at 866-515-5721 or write us at Bank Card Center, P.O. Box 95516, Las Vegas, NV 89193-5516. If you reject the Agreement, you are not responsible for any fees or charges.

Arbitration: This Agreement includes an Arbitration Provision with class action and jury trial waivers. You can reject the Arbitration Provision. See "How to REJECT this agreement to arbitrate" in the Arbitration section. If you do not, it will be part of this Agreement.

Promise to Pay: You agree to pay us for all amounts due on your Account, including credit for Purchases, Balance Transfers, and Cash Advances, as well as interest charges and fees. This includes charges made by Additional Cardholders and other Authorized Users.

Definitions

Account means the Credit One Bank card account under this Agreement.

Authorized User means any person you allow to use your Account or Card, including Additional Cardholders. If the Authorized User has been issued a Card and you want to terminate the Authorized User, you must notify us by telephone or in writing.

Balance Transfer means a transaction we designate that allows you to use your Account to pay another creditor or yourself. Balance Transfers cannot be used to pay us or our affiliates. A Balance Transfer will be subject to the terms of the Balance Transfer offer and this Agreement.

Card refers to one or more cards or access devices, including your Account number, that we give you or someone else with your authorization to get credit under this Agreement.

Cardholder refers to each person with a card issued in their name.

Cash Advance means the use of your Account to obtain funds at a financial institution or the use of a Convenience Check.

Convenience Check means a check we issue to you to take a Cash Advance. You may not use these checks to pay us or our affiliates.

Purchase means the use of the Account to obtain goods or services.

Prime Rate means the highest U.S. Prime Rate in the Money Rates section of The Wall Street Journal on the 25th day of the month, or the next day if that day is not a publication day. If The Wall Street Journal does not publish the U.S. Prime Rate, we may substitute another index.

we, us, our, and **Credit One Bank** refer to Credit One Bank, N.A., the issuer of your Card.

you, and **your** refer to each person who has applied for the Account and where appropriate, the Authorized User.

Features and Use of Your Account

Using Your Card: You may make Purchases wherever the Card is accepted. You may use the Account to obtain Cash Advances, but you may not make more than two Cash Advance transactions per day and you may not obtain more than \$200 in Cash Advances per day. You may use the Account only for personal, family, or household purposes, and if your Account is used for any other purpose you are still responsible for such use. You may not use the Account for business or commercial purposes. The Account may not be used for online or internet gambling or illegal purposes.

Your Credit Limit: We will tell you your credit limit. Keep your Account balance below your credit limit. If you do not, you must still pay us. We may designate part of your credit limit as a Cash Advance limit and part as a Balance Transfer limit. We may change your credit limit(s) at any time, without notice. You may use a portion of your credit limit for Cash Advances and Balance Transfers. Each Purchase, Cash Advance, and Balance Transfer obtained will reduce the amount of available credit under your credit limit until it is repaid. We may delay increasing your available credit by the amount of any payment that we receive for up to 12 calendar days.

Credit Limit Increase: To request a credit limit increase contact the Customer Service number on your statement. We may impose a fee for processing the request.

Credit Authorizations: We may decline to authorize a transaction for any reason. We will not be liable to you if we decline a transaction or if anyone refuses any use of your Card.

Automatic Billing: You may set up automatic billing with a merchant. You authorize us to provide an updated Account number or Card expiration date to any merchant at our discretion. Contact the merchant to stop automatic billing.

Joint Accounts: If this is a joint account, each of you is responsible individually and together for all amounts owed. Each of you is responsible even if the Account is used by only one of you. You will continue to be liable for the entire balance of the Account, even if your co-applicant is ordered by a court to pay us. You will remain liable to us if your co-applicant fails to pay as ordered by the court. Your Account status will continue to be reported to the credit reporting agencies under each of your names. The delivery of notices or billing statements to either of you serves as delivery to each of you. We may rely on instructions given by either of you. We are not liable to either of you for relying upon such instructions.

Electronic Access: Applications (apps) on electronic devices (such as mobile wallets) can store your Card and can be used to get credit under this Agreement. Such transactions are covered by this Agreement. Apps may have separate terms of use. We are not responsible if you violate those terms or for any consequences from violating those terms.

Additional Cardholder: At your request, we may, at our discretion, issue, in the name of another person, an additional Card on your Account. That person is an Additional Cardholder, as well as an Authorized User. An Additional Cardholder has access to certain Account information including balance, available credit and payment information. If you advise us that the Additional Cardholder is your spouse, information regarding the Account will be provided to consumer reporting agencies in your name as well as in the name of the Additional Cardholder. By requesting that we add an Additional Cardholder to your Account, you represent that you (1) have the consent of the Additional Cardholder to be added to the Account, (2) have provided a copy of this Agreement to the Additional Cardholder, and (3) if the Additional Cardholder is your spouse, you have told the Additional Cardholder that Credit One Bank will furnish credit information about them to the credit reporting agencies in connection with the Account. The Additional Cardholder may report the Card lost or stolen and may remove him or herself from the Account.

Interest Rates and Interest Changes

Annual Percentage Rates (APRs): See the Pricing Summary for your APRs. The APR for Balance Transfers will be the same as the APR for standard Purchases, unless a promotional rate applies.

Variable Rates: Your Pricing Summary indicates whether you have any variable APRs. Variable APRs are determined by adding to the Prime Rate the number of percentage points ("margin") specified in the Pricing Summary. Variable APRs will increase or decrease when the Prime Rate changes. The APR change will take effect beginning with billing cycles that end on or after the first day of the month after the month in which the Prime Rate changes. An increase in the APR will increase your interest charges and may increase your Minimum Payment Due.

Average Daily Balance Method (including new transactions): We calculate interest each billing cycle by first figuring the “average daily balance” for each type of balance. Standard Purchases, standard Cash Advances, standard Balance Transfers, and each promotional offer, are all types of balances.

For each type of balance, for each billing cycle, we start with the balance on the last day of your previous billing cycle. We subtract any unpaid interest. This is the beginning balance each day. Each day of the billing cycle we subtract any new payments and credits applied to that type of balance. We add any new transactions and fees for that type of balance. We add Purchases, Cash Advances, and Balance Transfers on the post date. We add transaction fees on promotional rate and non-promotional rate Balance Transfers to the same type of balance as the transaction. We add all other fees to the standard Purchase balance. This gives us the daily balance for that type of balance, except that if the daily balance is negative, we treat it as zero. We then add up all of the daily balances and divide by the number of days in the billing cycle. This gives us the “average daily balance” for that type of balance. We multiply the average daily balance by the applicable monthly periodic rate (the APR divided by 12). This gives us the interest charged for that type of balance for that billing cycle. This interest is included in the Account balance on the last day of the billing cycle. The results for all types of balances are then added together to determine the total interest charged that billing cycle.

When Interest Begins: We begin to impose interest on a transaction or fee from the day we add it to the daily balance. We continue to impose interest until you pay the total amount you owe us. There is no grace period and you cannot avoid paying interest on Purchases, Balance Transfers or Cash Advances.

Fees

See the Pricing Summary for additional Fee information.

Annual Fee: If your Account is subject to an Annual Fee, the amount and when it is billed is shown on the Pricing Summary. The Annual Fee is billed to the Account until the Account is closed and the outstanding balance is paid in full. The Annual Fee is refundable as long as you cancel your Account and have not used your card for any Purchases, Cash Advances, or Balance Transfers and you have not made a payment.

Credit Limit Increase Fee: If a fee is imposed for processing a Credit Limit increase request, we will tell you the amount of the fee at the time of your request and before you agree to it.

Transaction Fee for Balance Transfers: The transaction fee for Balance Transfers will be the same as the transaction fee for Cash Advances, unless a promotional fee applies.

Foreign Transaction Fee: We add this fee for each purchase made outside the U.S. (A purchase is made outside the U.S. unless it is made with a U.S. merchant, processed completely in the U.S., and in U.S. dollars.) The fee is a percentage of the U.S. dollar amount of the purchase.

Optional Express Payment Service Fee: If a representative of ours helps expedite your payment, we may impose an Express Payment fee. You will be informed of the amount of the fee before you complete the transaction.

Duplicate Statement Fee: If you request a duplicate copy of a monthly statement, for any purpose other than to assert a billing error, you will be charged a fee of up to \$10 for each statement copy requested.

Sales Slip Request Fee: If you request a copy of a sales slip, for any purpose other than to resolve a dispute about the charges on your Account, you will be charged a fee of \$6 for each sales slip copy requested.

Replacement Card Fee: If you request a replacement card, a Replacement Card Fee of up to \$25 may be charged to your Account.

Payments

Minimum Payment Due: See the Pricing Summary for the minimum payment requirements.

Small Balances: As it is uneconomical for both you and us to process payments or maintain credits that are \$1 or less in amount, you agree as follows: (1) In any billing cycle in which you have had no transactions and your New Balance on the billing date is \$1 or less, the balance will be rounded to zero and you will not receive a bill for this amount. (2) In the event that you have a credit balance of \$1 or less for two consecutive billing cycles, the balance will be rounded to zero and you will not receive a refund of this amount.

Payment Instructions: You must pay us in U.S. dollars, in funds on deposit in the U.S. We credit your payments in accordance with the terms contained on your billing statement. If you mail your payment to an address other than the address designated on your billing statement, there may be a delay in processing and crediting the payment to your Account.

Irregular Payments: Any payment submitted in offer of settlement of a disputed debt, including any item containing a notation such as “paid in full,” and any other item with a restrictive endorsement, must be sent to: Credit One Bank, P.O. Box 95516, Las Vegas, NV 89193-5516. We can accept late payments, partial payments, and checks or other items with restrictive endorsements at any other address without losing any of our rights under this Agreement.

Postdated Checks: You agree that we need not examine any payment check to confirm that it is not postdated and that we may deposit any postdated check on the day we receive it.

Payment Allocation: We apply payments up to the Minimum Payment Due and credits at our discretion, which may result in balances at lower APRs being paid first and higher interest charges. Payments over the Minimum Payment Due will be applied to balances with higher APRs first.

Collecting, Sharing, and Updating Information

Customer Privacy: We send you our Privacy Policy when you open your Account and thereafter in accordance with applicable law. It summarizes the personal information we collect; how we safeguard its confidentiality and security; when it may be shared with others; and how you can limit our sharing of this information. You accept the terms of our Privacy Policy when you use the Account. Contact us or visit CreditOne.com if you would like a copy.

Information About You: You authorize us to obtain and/or use information about you from third parties and credit reporting agencies to: (1) verify your identity and/or conduct investigative inquiries; (2) determine your income and credit eligibility; (3) review your Account and provide renewal of credit; (4) verify your current credit standing in order to present future credit limit increases or decreases; (5) qualify you for and present additional lines of credit or other offers; and (6) collect amounts owing on your Account. Upon request, we will tell you the name and address of any credit reporting agency that provided us with information concerning you.

Furnishing Information: We may furnish information concerning your Account or credit file to consumer reporting agencies and others who may properly receive that information. If you believe that information we furnished is inaccurate or incomplete, please write us at Credit One Bank, P. O. Box 98873, Las Vegas, NV 89193-8873. Please include your name, address, home phone number and Account number.

Telephone Calls, Text Messages and Emails Regarding Your Account: You are providing express written permission and consent authorizing Credit One Bank and our agents, servicers, contractors, subsidiaries, affiliates, officers, and other partners and employees to contact you at any phone number (including mobile, cellular/wireless, or similar devices) or email address you provide at any time, for any lawful purpose. The ways in which we may contact you include live operator, automatic telephone dialing systems (auto-dialer), prerecorded and artificial voice message, text/SMS message or email. Phone numbers and email addresses you provide include those you give to us, those from which you, or someone acting on your behalf, contact us or which we obtain through other means. If you provide a phone number for which you are not the owner, you confirm you are authorized to provide that number. Such lawful purposes include, but are not limited to: obtaining information; activation of the card for verification and identification purposes; account transactions or servicing related matters; suspected fraud or identity theft; collection on the Account; and providing information about special products and services. You agree to pay any fee(s) or charge(s) that you may incur for incoming communications from us or outgoing communications to us, to or from any such number or email address, without reimbursement from us.

Communication Revocation: You may revoke your authorization for most communications. However, you cannot revoke authorization for fraud related communications or legally required communications. To change your communication preferences or to revoke consent you must write us. Please:

- include your name, mailing address, and the last four digits of your Account number;
- specify whether you are changing your preferences regarding mail, telephone calls, emails, and/or text or SMS messages;
- provide the specific phone number(s) and/or email address for which you are requesting communications to cease;
- send this written notice to: Credit One Bank, P.O. Box 98873, Las Vegas, NV 89193-8873.

Certain communication preferences can be changed on-line. Please log in to your Account to see if that option is available.

Telephone Monitoring: You agree that we (and our servicers, agents and contractors) may monitor and record any calls between you and us.

Updating Your Phone Number: Notify us immediately if you change mobile or cell phone numbers or plan to give your phone to someone else. It is your responsibility to provide us with a true, accurate and complete mobile number and to maintain and update promptly any changes in this information. You can update your mobile number by calling us at the phone number on the back of your Card.

Indemnification: If you provide telephone number(s) for which you are not the subscriber, or fail to notify us when you cease to be the subscriber for a telephone number you previously gave us, you agree to indemnify us, our subsidiaries, affiliates, officers, agents, servicers, contractors, and other partners and employees for any costs and expenses, including reasonable attorneys' fees, incurred as a result of us contacting or attempting to contact you at the number(s). Your obligation under this paragraph shall survive termination of the Agreement.

Account Closure

Default: You are in default under this Agreement if (1) bankruptcy or another insolvency proceeding is filed by or against you; (2) we reasonably believe you are unable or unwilling to repay us; (3) you die or are legally incompetent or incapacitated; (4) you fail to comply with the terms of this Agreement, including failing to make a required payment when due, exceeding your credit limit or using your Card or Account for an illegal transaction; (5) you give us misleading, false, incomplete or incorrect information or fail to give us any information we deem necessary; or (6) if you no longer permanently reside in one of the 50 states or the District of Columbia. If you are in default, we may declare the entire Account balance immediately due and payable without advance notice.

Collection Costs: If we use an attorney to collect your Account, we may charge you our legal costs as permitted by law. These include reasonable attorneys' fees, court or other collection costs, and fees and costs of any appeal.

Closing Your Account: You may close your Account at any time. You will remain responsible for any amount you owe us under this Agreement. Any joint Cardholder may cancel a joint Account. However, both of you will remain responsible for paying all amounts owed. If your Account is subject to an Annual Fee, the fee will continue to be charged until you pay your outstanding balance in full.

We may cancel, suspend or not renew your Card, Account, or access to the credit line at any time and for any reason without notice. If your Account is closed by us, the Annual Fee will continue to be charged until you pay your outstanding balance in full.

However, when your Account is closed, if there is: (1) a debit balance of \$1 or less, that balance will be rounded to zero and you will not be required to pay this amount; or (2) a credit balance of \$1 or less, that balance will be rounded to zero and this amount will not be refunded to you. The rounding to zero may occur after your closing statement cycles, and you may not receive a statement reflecting the rounding.

Arbitration Agreement

PLEASE READ CAREFULLY—IMPORTANT—AFFECTS YOUR LEGAL RIGHTS

This agreement to arbitrate provides that you or we can require controversies or disputes between us to be resolved by BINDING ARBITRATION. You have the right to REJECT this agreement to arbitrate by using the procedure explained below.

If you do not reject this agreement to arbitrate, you GIVE UP YOUR RIGHT TO GO TO COURT and controversies or disputes between us will be resolved by a NEUTRAL ARBITRATOR INSTEAD OF A JUDGE OR JURY, using rules that are simpler and more limited than in a court. Arbitrator decisions are subject to VERY LIMITED REVIEW BY A COURT. Arbitration will proceed INDIVIDUALLY— CLASS ACTIONS AND SIMILAR PROCEDURES WILL NOT BE AVAILABLE TO YOU.

Agreement to Arbitrate: You and we agree that either you or we may, without the other's consent, require that controversies or disputes between you and us (all of which are called "Claims"), be submitted to mandatory, binding arbitration. This agreement to arbitrate is made pursuant to a transaction involving interstate commerce, and shall be governed by, and enforceable under, the Federal Arbitration Act (the "FAA"), 9 U.S.C. §1 et seq., and (to the extent State law is applicable), the laws of the State of Nevada.

For purposes of this agreement to arbitrate, "you" includes you, any co-applicant, any Authorized User (including Additional Cardholders), or anyone else connected with you or claiming through you; and "we" or "us" includes Credit One Bank, N.A., all of its parents, subsidiaries, affiliates, successors, predecessors, employees, and related persons or entities, and all third parties who are regarded as agents or representatives of us in connection with the subject matter of the claim or dispute at issue.

Covered Claims: Claims subject to arbitration include, but are not limited to, any controversies or disputes arising from or relating in any way to your Account; any transactions involving your Account; any disclosures made to you concerning your Account; any interest, charges, or fees assessed on your Account; any service(s) or programs related to your Account; and, if permitted by the rules of the arbitration forum, any collection of debt related to your Account. Claims also include controversies or disputes arising from or relating in any way to advertising, solicitations, or any application for, approval of, or establishment of your Account. Claims subject to arbitration include any controversies or disputes based on any theory of law, whether contract, tort, statute, regulation, common law, or equity, or whether they seek legal or equitable remedies. All Claims are subject to arbitration whether they arose in the past, may currently exist, or may arise in the future. Arbitration will apply even if your Account is closed, you pay us in full any outstanding debt you owe, or you file for bankruptcy. Also, controversies or disputes about the validity, enforceability, coverage, meaning, or scope of this agreement to arbitrate or any part thereof are subject to arbitration and are for the arbitrator to decide. Any questions about what Claims are subject to arbitration shall be resolved by interpreting this agreement to arbitrate in the broadest way the law will allow it to be enforced.

Claims Not Covered: Claims (whether brought initially or by counter or cross-claim) are not subject to arbitration if they are filed by you or us in a small claims court, so long as the case remains in such court and only individual claims for relief are advanced in the case.

No Class Arbitration or Consolidation or Joinder of Parties: Class actions and other similar procedures in which individuals seek to represent similarly situated individuals or seek relief on behalf of the general public, and consolidation or joinder of Claims (except for claimants on the same account), are NOT available under this agreement to arbitrate. Claims in arbitration will proceed on an INDIVIDUAL basis only:

UNLESS YOU REJECT THIS AGREEMENT TO ARBITRATE, YOU AND WE WAIVE THE RIGHT TO ASSERT OR PARTICIPATE
IN A CLASS ACTION OR ANY REPRESENTATIVE OR CONSOLIDATED PROCEEDING IN COURT OR IN ARBITRATION.

The arbitrator shall have no authority to entertain any Claim as a class action or private attorney general action or on any other similar representative basis, nor shall the arbitrator have any authority to consolidate or join Claims brought by separate claimants (except for claimants on the same account). This also means that the arbitrator shall have no authority to make any award for the benefit of, or against, any person other than the individual who is the named party.[†]

†Notice to California Account Holders: This agreement to arbitrate shall not be construed to prevent you from seeking in the arbitration the remedy of public injunctive relief if (a) you reside in California, (b) you resided in California at the time you entered into this agreement to arbitrate, or (iii) the billing address for your Account is a California address (hereafter, "California Account Holder").

Initiation of Arbitration: The arbitration shall be administered by the American Arbitration Association ("AAA") before a single arbitrator under the AAA's Consumer Arbitration Rules, or by a mutually agreeable administrator, before a single arbitrator, as modified by this arbitration provision. Information about the arbitration process for AAA can be obtained from the AAA at www.adr.org. The arbitrator shall be selected from the AAA (or mutually agreeable administrator) panel of neutrals then active on the roster maintained by the AAA (or mutually agreeable administrator) office located in the city of or nearest to your billing address and, unless otherwise mutually agreed, the arbitrator shall be a retired federal judge, a retired state appellate judge, a retired state trial judge, or a lawyer with at least 15 years of experience in that order of preference.

In the event that the AAA or mutually agreeable administrator is unable or unwilling to handle the Claim for any reason, then the matter shall be arbitrated instead by a neutral arbitrator selected by agreement of the parties (or, if the parties cannot agree, selected by a court in accordance with the FAA).

Arbitration Procedures and Applicable Law; Offer of Settlement: Unlike a lawsuit in state or federal court, arbitration is conducted by a private organization that specializes in alternative dispute resolution. Disputes in arbitration are decided by a neutral arbitrator instead of a judge or jury. You may represent yourself in arbitration, or you may be represented by a lawyer.

Under this agreement to arbitrate, a single arbitrator designated by the arbitration administrator will decide the Claim under applicable law. The arbitrator is bound by the terms of this agreement to arbitrate. The AAA or mutually agreeable administrator will apply its code of procedures in effect at the time the arbitration claim is filed. If there is a conflict between that code of procedures and this arbitration provision and/or any sections of this Card Agreement, this arbitration provision and/or this Card Agreement will control. The arbitrator will honor all claims of privilege recognized by law. Subject to the prohibition on class, representative, and consolidation procedures set forth above, the arbitrator will have the power to award to a party any damages or other relief (including relief in equity) provided for under applicable law. That is, a party will be entitled to recover in arbitration any damages or other relief that it could recover if it prevailed in a court proceeding. An arbitrator's award shall consist of a written statement setting forth the disposition of each Claim. At the request of any party, the arbitrator shall also set forth a written explanation of the essential findings and conclusions on which the award is based. An arbitration award shall decide the rights and obligations only of the parties named in the arbitration, and shall not have any bearing on another person or dispute.

If your Claim is for \$10,000 or less, you may choose whether the arbitration will be conducted solely on the basis of documents, in a telephonic hearing, or in an in-person hearing.

Any in-person hearing will take place in the federal judicial district that includes your billing address at the time the Claim is filed, unless the parties agree to a different place.

The Arbitrator's Decision: The arbitrator's decision will be final and binding on the parties. A party can file a written appeal to the arbitration administrator within thirty (30) days after an award is issued. The appeal will proceed before a panel of three neutral arbitrators designated by the same arbitration administrator. The panel will decide anew all factual and legal issues, following the same rules of procedure, by majority vote any aspect of the original decision objected to. The costs of such an appeal will be borne in accordance with the below paragraph entitled "Fees and Costs". Any review by a court shall be governed by the Federal Arbitration Act. Any final arbitration award will be binding on the named parties and enforceable by any court having jurisdiction.

Fees and Costs: We will pay any costs that are required to be paid by us under the arbitration administrator's rules of procedure. If you file the arbitration, you will pay your share of the initial filing fee, unless you seek and qualify for a fee waiver under the applicable rules of the arbitration administrator. The party filing an appeal shall be responsible for all filing fees and costs of the appeal unless prohibited by administrator's rules of procedure. All parties are responsible for their own attorney's fees, expert fees and any other expenses, unless the arbitrator awards such fees or expenses to you or us if allowed by applicable law.

Other Parties Subject to this Agreement to Arbitrate: In addition to you and us, the rights and duties described in this agreement to arbitrate apply to: any third party co-defendant of a claim subject to this arbitration provision; all joint account holders, Additional Cardholders, and Authorized Users of your Account(s).

How to REJECT this Agreement to Arbitrate: You can reject this agreement to arbitrate but only if we receive from you a written notice of rejection within 45 days after it was first provided to you. To reject this agreement to arbitrate you must send the notice of rejection to: Credit One Bank, Attention: Arbitration Opt Out, P. O. Box 98873, Las Vegas, NV 89193-8873. Rejection notices sent to any other address will not be accepted or effective. If you decide to reject this agreement to arbitrate in writing, your notice must state that you reject this agreement to arbitrate and include your name, address, account number, and personal signature. Rejection of arbitration will not affect your other rights or responsibilities under this Card Agreement.

Survival, Severability, and Amendment of Terms:

Survival. This agreement to arbitrate shall survive changes in the Agreement and termination of the Account or the relationship between you and us, including the bankruptcy of any party and any transfer or sale of your Account, or amounts owed on your Account, to another person or entity.

Severability. If any part or parts of your agreement to arbitrate are declared unenforceable, then such specific part or parts shall be of no force or effect and shall be severed, but the remainder of this agreement to arbitrate shall continue in full force and effect. If, however, the entire agreement to arbitrate or your waiver of the right to bring or participate in a class or representative action or in consolidation procedures is unenforceable, then the agreement to arbitrate shall be of no force or effect. Notwithstanding the preceding sentence, with respect to California Account Holders, if arbitration is unenforceable, in whole or in part, you and we agree to resolve any Claim by a judicial reference proceeding as described above.

Amendment in Writing Only. This agreement to arbitrate may not be amended, severed, or waived, except as expressly provided in the Agreement or in a written agreement between you and us.

Other Information

Transactions in Foreign Currencies: If you make a transaction at a merchant that settles in a currency other than U.S. dollars, Mastercard International Incorporated or Visa Incorporated will convert that charge into a U.S. Dollar amount. That conversion will be done at a rate selected by Mastercard or Visa from the range of rates available in wholesale currency markets for the applicable central processing date, which rate may vary from the rate Mastercard or Visa itself receives, or the government-mandated rate in effect for the applicable central processing date. The currency conversion rate used on the processing date may differ from the rate that would have been used on the purchase date or on the date the transaction is posted to your Account. You agree to pay the converted amount, including any charges for the conversion that may be imposed as described above.

Changes to Your Agreement: The rates, fees and terms of this Agreement may change and we may add or delete any term to this Agreement, consistent with applicable law. We will give you advance written notice of these changes and a right to reject the change, if required by law.

Unauthorized Use: Notify us immediately if your Card is lost or stolen or you suspect that someone is using your Card or Account without your permission.

Assignment: We may assign any or all of our rights and obligations under this Agreement. You may not assign any of your rights or obligations under this Agreement.

No Waiver: We will not lose our rights under this Agreement because we delay or do not enforce them.

Governing Law: This Agreement is governed by and interpreted in accordance with the laws applicable to national banks, and, where no such laws apply, by the laws of the State of Nevada, excluding the conflicts of law provisions thereof, regardless of your state of residence.

Conformance with Law; Severability: If any part of this Agreement conflicts with applicable law, that provision will be considered modified to conform to applicable law. If any part of this Agreement is invalid, the rest shall remain in effect, except as otherwise noted in the Arbitration Provision.

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 the Billing Inquiries address on the statement.

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 \$50.00 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 \$50.00. (Note: Neither of these are necessary if your purchase was based on an advertisement we mailed to you, or if we own or operate 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 the Billing Inquiries address shown on your statement.

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

Cash Back Rewards Program Supplement

This document ("Supplement") describes the terms and conditions of the Credit One Bank Cash Back Rewards Program ("Program") and supplements the Card Agreement that governs your credit card account issued by Credit One Bank, N.A. (the "Account"). By using the Account, you agree to participate in the Program. Your participation is subject to the terms of the Card Agreement, including the arbitration provision, if applicable, and this Supplement. In the event of a conflict between the Card Agreement and this Supplement, with respect to matters relating to the Program, this Supplement controls.

Earning Cash Back Rewards: You earn cash back rewards in the form of an automatic statement credit equal to 2% of Net Eligible Purchases (as defined below) made at the NASCAR.com Superstore (store.NASCAR.com) with your Account and 1% of all other Net Eligible Purchases made with your Account. You do not earn cash back rewards on Cash Advances, Balance Transfers, interest, fees, and other charges. We will post a statement credit to your Account within seven days after the end of the month based on the Net Eligible Purchases made with your Account from the 27th of the previous month to the 26th of the current month. If your Account is in default, as defined in your Card Agreement, at the time the credit is to be posted, you WILL NOT receive the credit. Cash back rewards have no cash value.

Merchant Categories: Merchants who accept Visa/Mastercard credit cards are assigned a merchant code, which is determined by the merchant or its processor in accordance with Visa/ Mastercard procedures based on the kinds of products and services they primarily sell. We group similar merchant codes into Eligible Purchase categories for purposes of making cash back rewards offers to you. Please note:

- We make every effort to include all relevant merchant codes in our cash back rewards categories. However, even though a merchant or some of the items that it sells may appear to fit within a cash back rewards category, the merchant may not have a merchant code in that category. When this occurs, Purchases with that merchant won't qualify for cash back rewards offers on Purchases in that category.
- Although a merchant or the items that it sells may appear to fit the cash back rewards categories, the merchant may not have or use an eligible Code. Purchases made without an eligible code WILL NOT qualify for cash back rewards. A merchant with more than one location may submit Purchases using different codes, including codes that are not eligible under this Program. This means that Purchases from the same merchant at a different location may result in no cash back rewards.
- Purchases submitted by you, an authorized user, or the merchant through third-party payment accounts, mobile or wireless card readers, online or mobile digital wallets, or similar technology will not qualify in a cash back rewards category if the technology is not set up to process the purchase in that cash back rewards category.

Eligible Purchases: Eligible Purchases are Purchases from merchants in the following categories:

- gasoline,
- automotive parts and services.

Purchases That Are Not Eligible: Purchases from the following types of merchants are not eligible for cash back rewards:

- oil, propane, home heating companies,
- PayPal,
- warehouse clubs (including but not limited to Sam's Club and Costco),
- discount supercenters (including but not limited to Wal-Mart and Target).

Net Eligible Purchases: Net Eligible Purchases are Eligible Purchases minus any returns, disputed charges, unauthorized charges, illegal or fraudulent charges or other credits for such Purchases.

Program Restrictions: You will receive an automatic cash back rewards credit on each statement that has at least one Net Eligible Purchase. Automatic statement credits for cash back rewards will reduce the balance on your Account but will not count as payments. You will still be required to pay at least the Minimum Payment Due as shown on your billing statement each month. You WILL NOT earn cash back rewards for Purchases made while your Account is in default as defined within your Card Agreement. This Program excludes Accounts already enrolled in a different Credit One Bank cash back rewards program.

Changes: The Program may be changed (added to, modified or deleted) by us at any time, including without limitation amendments to the definition of Eligible Purchases. We will give you prior notice to the extent required by law. The current version of this Program may be found at www.CreditOneBank.com along with the Card Agreement. Any revisions may affect your ability to earn cash back rewards.

Termination: We may suspend or terminate the Program or your participation in the Program at any time without prior notice. In such event, we will evaluate your Account for any eligible cash back rewards as of the Program termination date. Provided that you meet all of the other Program Restrictions listed above at that time, you will receive a distribution of the cash back rewards earned during the current billing period in the form of a statement credit.

Limited Liability: Unless otherwise required by law, this Program, or our Card Agreement with you, we will not be liable to you or anyone making a claim on your behalf, in connection with: (1) any change or termination of the Program; (2) any loss, damage, expense or inconvenience caused by any occurrence outside of our control; (3) any taxes that you incur as a result of receiving cash back rewards, payment of which taxes will be your responsibility; (4) any merchandise or services you purchase, or for any direct, indirect or consequential damages with respect to the use of your Account. In any event, any liability that Credit One Bank may have to you in connection with the Program shall be limited to the amount of any cash back rewards you have earned in this Program. The Program and cash back rewards are void or limited where prohibited or restricted, respectively, by federal, state or local law.

Pricing Summary

Interest Rates and Interest Charges	
ANNUAL PERCENTAGE RATE (APR) for Purchases	23.90% This APR will vary with the market based on the Prime Rate.
ANNUAL PERCENTAGE RATE (APR) for Balance Transfers	23.90% This APR will vary with the market based on the Prime Rate.
ANNUAL PERCENTAGE RATE (APR) for Cash Advances	23.90% This APR will vary with the market based on the Prime Rate.
Paying Interest	Your due date is at least 24 days after the close of each billing cycle. We will not charge you any interest on Purchases if you pay your entire balance by the due date each month. We will begin charging interest on Cash Advances and Balance Transfers from the posting date.
Minimum Interest Charge	If you are charged interest, the charge will be no less than \$1.00.
For Credit Card Tips from the Consumer Financial Protection Bureau	To learn more about factors to consider when applying for or using a credit card, visit the website of the Consumer Financial Protection Bureau at http:// www.consumerfinance.gov/learnmore .
Fees	
Annual Fee	\$39
Transaction Fees • Balance Transfer • Cash Advance • Foreign Transaction	Either \$5 or 8% of the amount of each Balance Transfer, whichever is greater. Either \$5 or 8% of the amount of each Cash Advance, whichever is greater. Either \$1 or 3% of the amount of each purchase in U.S. dollars, whichever is greater.
Penalty Fees • Late Payment • Returned Payment	Up to \$39* Up to \$39**

How We Will Calculate Your Balance: We use a method called “average daily balance (including new Purchases).” See your Card Agreement for more details.

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

Authorized User Card Fee: If you request a card for an authorized user, we charge an Authorized User Card Fee of \$19 annually. This fee will reduce the amount of your available credit.

***Late Payment Fee:** We will charge the maximum safe harbor amount, which is set annually in accordance with 12 C.F.R 1026.52(b)(1)(ii)(D). Currently the fee is \$28, unless you incurred a Late Payment Fee during the prior six billing cycles. If you did, the fee is currently \$39. This fee will not exceed the related Minimum Payment that was due. We charge a Late Payment Fee to your Account if at least the Amount Due This Period (less any Late Payment Fee for the current billing cycle) plus any Past Due Amount is not received by 5:00 p.m. PT on the Payment Due Date shown on your statement.

****Returned Payment Fee:** We will charge the maximum safe harbor amount, which is set annually in accordance with 12 C.F.R 1026.52(b)(1)(ii)(D). If a payment is not honored upon first presentment, even if the payment is later honored, a Returned Payment Fee will be charged to your Account. Currently, the fee is \$28, unless you incurred a Returned Payment Fee in the prior six billing cycles. If you did, the fee is currently \$39. This fee will not exceed the related Minimum Payment that was due.

Additional Rate Information: The Purchase, Balance Transfer and Cash Advance APR equals the Prime Rate plus a margin of 20.65%. This corresponds to a monthly periodic rate of 1.99167%.

Minimum Payments: You may pay the entire New Balance shown on your billing statement at any time. Each billing period you must pay at least the Minimum Payment Due by the Payment Due Date shown on your billing statement. The Minimum Payment Due will be the sum of:

- 5% of your outstanding balance, rounded up to the next whole dollar, or \$30, whichever is greater;
- any Late Payment Fee for the current billing cycle;
- and any Past Due Amount (excluding any past due Late Payment Fees).

The Agreement

This Agreement, together with the Pricing Summary, is your contract with us.

Accepting this Agreement: You accept this Agreement when you use the Account. You may still reject this Agreement if you have not yet used the Card, used the Account, or paid a fee after receiving a billing statement. To reject the Agreement, call us at 866-515-5721 or write us at Bank Card Center, P.O. Box 95516, Las Vegas, NV 89193-5516. If you reject the Agreement, you are not responsible for any fees or charges.

Arbitration: This Agreement includes an Arbitration Provision with class action and jury trial waivers. You can reject the Arbitration Provision. See "How to REJECT this agreement to arbitrate" in the Arbitration section. If you do not, it will be part of this Agreement.

Promise to Pay: You agree to pay us for all amounts due on your Account, including credit for Purchases, Balance Transfers, and Cash Advances, as well as interest charges and fees. This includes charges made by Additional Cardholders and other Authorized Users.

Definitions

Account means the Credit One Bank card account under this Agreement.

Authorized User means any person you allow to use your Account or Card, including Additional Cardholders. If the Authorized User has been issued a Card and you want to terminate the Authorized User, you must notify us by telephone or in writing.

Balance Transfer means a transaction we designate that allows you to use your Account to pay another creditor or yourself. Balance Transfers cannot be used to pay us or our affiliates. A Balance Transfer will be subject to the terms of the Balance Transfer offer and this Agreement.

Card refers to one or more cards or access devices, including your Account number, that we give you or someone else with your authorization to get credit under this Agreement.

Cardholder refers to each person with a card issued in their name.

Cash Advance means the use of your Account to obtain funds at a financial institution or the use of a Convenience Check.

Convenience Check means a check we issue to you to take a Cash Advance. You may not use these checks to pay us or our affiliates.

Purchase means the use of the Account to obtain goods or services.

Prime Rate means the highest U.S. Prime Rate in the Money Rates section of The Wall Street Journal on the 25th day of the month, or the next day if that day is not a publication day. If The Wall Street Journal does not publish the U.S. Prime Rate, we may substitute another index.

we, us, our, and **Credit One Bank** refer to Credit One Bank, N.A., the issuer of your Card.

you, and **your** refer to each person who has applied for the Account and where appropriate, the Authorized User.

Features and Use of Your Account

Using Your Card: You may make Purchases wherever the Card is accepted. You may use the Account to obtain Cash Advances, but you may not make more than two Cash Advance transactions per day and you may not obtain more than \$200 in Cash Advances per day. You may use the Account only for personal, family, or household purposes, and if your Account is used for any other purpose you are still responsible for such use. You may not use the Account for business or commercial purposes. The Account may not be used for online or internet gambling or illegal purposes.

Your Credit Limit: We will tell you your credit limit. Keep your Account balance below your credit limit. If you do not, you must still pay us. We may designate part of your credit limit as a Cash Advance limit and part as a Balance Transfer limit. We may change your credit limit(s) at any time, without notice. You may use a portion of your credit limit for Cash Advances and Balance Transfers. Each Purchase, Cash Advance, and Balance Transfer obtained will reduce the amount of available credit under your credit limit until it is repaid. We may delay increasing your available credit by the amount of any payment that we receive for up to 12 calendar days.

Credit Limit Increase: To request a credit limit increase contact the Customer Service number on your statement. We may impose a fee for processing the request.

Credit Authorizations: We may decline to authorize a transaction for any reason. We will not be liable to you if we decline a transaction or if anyone refuses any use of your Card.

Automatic Billing: You may set up automatic billing with a merchant. You authorize us to provide an updated Account number or Card expiration date to any merchant at our discretion. Contact the merchant to stop automatic billing.

Joint Accounts: If this is a joint account, each of you is responsible individually and together for all amounts owed. Each of you is responsible even if the Account is used by only one of you. You will continue to be liable for the entire balance of the Account, even if your co-applicant is ordered by a court to pay us. You will remain liable to us if your co-applicant fails to pay as ordered by the court. Your Account status will continue to be reported to the credit reporting agencies under each of your names. The delivery of notices or billing statements to either of you serves as delivery to each of you. We may rely on instructions given by either of you. We are not liable to either of you for relying upon such instructions.

Electronic Access: Applications (apps) on electronic devices (such as mobile wallets) can store your Card and can be used to get credit under this Agreement. Such transactions are covered by this Agreement. Apps may have separate terms of use. We are not responsible if you violate those terms or for any consequences from violating those terms.

Additional Cardholder: At your request, we may, at our discretion, issue, in the name of another person, an additional Card on your Account. That person is an Additional Cardholder, as well as an Authorized User. An Additional Cardholder has access to certain Account information including balance, available credit and payment information. If you advise us that the Additional Cardholder is your spouse, information regarding the Account will be provided to consumer reporting agencies in your name as well as in the name of the Additional Cardholder. By requesting that we add an Additional Cardholder to your Account, you represent that you (1) have the consent of the Additional Cardholder to be added to the Account, (2) have provided a copy of this Agreement to the Additional Cardholder, and (3) if the Additional Cardholder is your spouse, you have told the Additional Cardholder that Credit One Bank will furnish credit information about them to the credit reporting agencies in connection with the Account. The Additional Cardholder may report the Card lost or stolen and may remove him or herself from the Account.

Interest Rates and Interest Changes

Annual Percentage Rates (APRs): See the Pricing Summary for your APRs. The APR for Balance Transfers will be the same as the APR for standard Purchases, unless a promotional rate applies.

Variable Rates: Your Pricing Summary indicates whether you have any variable APRs. Variable APRs are determined by adding to the Prime Rate the number of percentage points ("margin") specified in the Pricing Summary. Variable APRs will increase or decrease when the Prime Rate changes. The APR change will take effect beginning with billing cycles that end on or after the first day of the month after the month in which the Prime Rate changes. An increase in the APR will increase your interest charges and may increase your Minimum Payment Due.

Average Daily Balance Method (including new transactions): We calculate interest each billing cycle by first figuring the "average daily balance" for each type of balance. Standard Purchases, standard Cash Advances, standard Balance Transfers, and each promotional offer, are all types of balances.

For each type of balance, for each billing cycle, we start with the balance on the last day of your previous billing cycle. We subtract any unpaid interest. This is the beginning balance each day. Each day of the billing cycle we subtract any new payments and credits applied to that type of balance. We add any new transactions and fees for that type of balance. We add Purchases, Cash Advances, and Balance Transfers on the post date. We add transaction fees on promotional rate and non-promotional rate Balance Transfers to the same type of balance as the transaction. We add all other fees to the standard Purchase balance. This gives us the daily balance for that type of balance, except that if the daily balance is negative, we treat it as zero. We then add up all of the daily balances and divide by the number of days in the billing cycle. This gives us the "average daily balance" for that type of balance. We multiply the average daily balance by the applicable monthly periodic rate (the APR divided by 12). This gives us the interest charged for that type of balance for that billing cycle. This interest is included in the Account balance on the last day of the billing cycle. The results for all types of balances are then added together to determine the total interest charged that billing cycle.

When Interest Begins: We begin to impose interest on a transaction or fee from the day we add it to the daily balance. We continue to impose interest until you pay the total amount you owe us. You can avoid paying interest on Purchases as described below. However, you cannot avoid paying interest on Balance Transfers or Cash Advances.

How to Avoid Paying Interest on Purchases ("Grace Period"): If you pay the New Balance on your billing statement by the Payment Due Date shown on that billing statement, we will not impose interest on new Purchases paid by the Payment Due Date on your current billing statement. The Payment Due Date will be at least 24 days after the close of the billing cycle. If you have been paying your Account balance in full and thereby avoiding interest on Purchases, but then do not pay the next New Statement Balance in full by the Payment Due Date, in that billing cycle we will start charging interest on the unpaid portion of your balance.

Fees

See the Pricing Summary for additional Fee information.

Annual Fee: If your Account is subject to an Annual Fee, the amount and when it is billed is shown on the Pricing Summary. The Annual Fee is billed to the Account until the Account is closed and the outstanding balance is paid in full. The Annual Fee is refundable as long as you cancel your Account and have not used your card for any Purchases, Cash Advances, or Balance Transfers and you have not made a payment.

Credit Limit Increase Fee: If a fee is imposed for processing a Credit Limit increase request, we will tell you the amount of the fee at the time of your request and before you agree to it.

Transaction Fee for Balance Transfers: The transaction fee for Balance Transfers will be the same as the transaction fee for Cash Advances, unless a promotional fee applies.

Foreign Transaction Fee: We add this fee for each purchase made outside the U.S. (A purchase is made outside the U.S. unless it is made with a U.S. merchant, processed completely in the U.S., and in U.S. dollars.) The fee is a percentage of the U.S. dollar amount of the purchase.

Optional Express Payment Service Fee: If a representative of ours helps expedite your payment, we may impose an Express Payment fee. You will be informed of the amount of the fee before you complete the transaction.

Duplicate Statement Fee: If you request a duplicate copy of a monthly statement, for any purpose other than to assert a billing error, you will be charged a fee of up to \$10 for each statement copy requested.

Sales Slip Request Fee: If you request a copy of a sales slip, for any purpose other than to resolve a dispute about the charges on your Account, you will be charged a fee of \$6 for each sales slip copy requested.

Replacement Card Fee: If you request a replacement card, a Replacement Card Fee of up to \$25 may be charged to your Account.

Payments

Minimum Payment Due: See the Pricing Summary for the minimum payment requirements.

Small Balances: As it is uneconomical for both you and us to process payments or maintain credits that are \$1 or less in amount, you agree as follows: (1) In any billing cycle in which you have had no transactions and your New Balance on the billing date is \$1 or less, the balance will be rounded to zero and you will not receive a bill for this amount. (2) In the event that you have a credit balance of \$1 or less for two consecutive billing cycles, the balance will be rounded to zero and you will not receive a refund of this amount.

Payment Instructions: You must pay us in U.S. dollars, in funds on deposit in the U.S. We credit your payments in accordance with the terms contained on your billing statement. If you mail your payment to an address other than the address designated on your billing statement, there may be a delay in processing and crediting the payment to your Account.

Irregular Payments: Any payment submitted in offer of settlement of a disputed debt, including any item containing a notation such as "paid in full," and any other item with a restrictive endorsement, must be sent to: Credit One Bank, P.O. Box 95516, Las Vegas, NV 89193-5516. We can accept late payments, partial payments, and checks or other items with restrictive endorsements at any other address without losing any of our rights under this Agreement.

Postdated Checks: You agree that we need not examine any payment check to confirm that it is not postdated and that we may deposit any postdated check on the day we receive it.

Payment Allocation: We apply payments up to the Minimum Payment Due and credits at our discretion, which may result in balances at lower APRs being paid first and higher interest charges. Payments over the Minimum Payment Due will be applied to balances with higher APRs first.

Collecting, Sharing, and Updating Information

Customer Privacy: We send you our Privacy Policy when you open your Account and thereafter in accordance with applicable law. It summarizes the personal information we collect; how we safeguard its confidentiality and security; when it may be shared with others; and how you can limit our sharing of this information. You accept the terms of our Privacy Policy when you use the Account. Contact us or visit CreditOne.com if you would like a copy.

Information About You: You authorize us to obtain and/or use information about you from third parties and credit reporting agencies to: (1) verify your identity and/or conduct investigative inquiries; (2) determine your income and credit eligibility; (3) review your Account and provide renewal of credit; (4) verify your current credit standing in order to present future credit limit increases or decreases; (5) qualify you for and present additional lines of credit or other offers; and (6) collect amounts owing on your Account. Upon request, we will tell you the name and address of any credit reporting agency that provided us with information concerning you.

Furnishing Information: We may furnish information concerning your Account or credit file to consumer reporting agencies and others who may properly receive that information. If you believe that information we furnished is inaccurate or incomplete, please write us at Credit One Bank, P. O. Box 98873, Las Vegas, NV 89193-8873. Please include your name, address, home phone number and Account number.

Telephone Calls, Text Messages and Emails Regarding Your Account: You are providing express written permission and consent authorizing Credit One Bank and our agents, servicers, contractors, subsidiaries, affiliates, officers, and other partners and employees to contact you at any phone number (including mobile, cellular/wireless, or similar devices) or email address you provide at any time, for any lawful purpose. The ways in which we may contact you include live operator, automatic telephone dialing systems (auto-dialer), prerecorded and artificial voice message, text/SMS message or email. Phone numbers and email addresses you provide include those you give to us, those from which you, or someone acting on your behalf, contact us or which we obtain through other means. If you provide a phone number for which you are not the owner, you confirm you are authorized to provide that number. Such lawful purposes include, but are not limited to: obtaining information; activation of the card for verification and identification purposes; account transactions or servicing related matters; suspected fraud or identity theft; collection on the Account; and providing information about special products and services. You agree to pay any fee(s) or charge(s) that you may incur for incoming communications from us or outgoing communications to us, to or from any such number or email address, without reimbursement from us.

Communication Revocation: You may revoke your authorization for most communications. However, you cannot revoke authorization for fraud related communications or legally required communications. To change your communication preferences or to revoke consent you must write us. Please:

- include your name, mailing address, and the last four digits of your Account number;
- specify whether you are changing your preferences regarding mail, telephone calls, emails, and/or text or SMS messages;
- provide the specific phone number(s) and/or email address for which you are requesting communications to cease;
- send this written notice to: Credit One Bank, P.O. Box 98873, Las Vegas, NV 89193-8873.

Certain communication preferences can be changed on-line. Please log in to your Account to see if that option is available.

Telephone Monitoring: You agree that we (and our servicers, agents and contractors) may monitor and record any calls between you and us.

Updating Your Phone Number: Notify us immediately if you change mobile or cell phone numbers or plan to give your phone to someone else. It is your responsibility to provide us with a true, accurate and complete mobile number and to maintain and update promptly any changes in this information. You can update your mobile number by calling us at the phone number on the back of your Card.

Indemnification: If you provide telephone number(s) for which you are not the subscriber, or fail to notify us when you cease to be the subscriber for a telephone number you previously gave us, you agree to indemnify us, our subsidiaries, affiliates, officers, agents, servicers, contractors, and other partners and employees for any costs and expenses, including reasonable attorneys' fees, incurred as a result of us contacting or attempting to contact you at the number(s). Your obligation under this paragraph shall survive termination of the Agreement.

Account Closure

Default: You are in default under this Agreement if (1) bankruptcy or another insolvency proceeding is filed by or against you; (2) we reasonably believe you are unable or unwilling to repay us; (3) you die or are legally incompetent or incapacitated; (4) you fail to comply with the terms of this Agreement, including failing to make a required payment when due, exceeding your credit limit or using your Card or Account for an illegal transaction; (5) you give us misleading, false, incomplete or incorrect information or fail to give us any information we deem necessary; or (6) if you no longer permanently reside in one of the 50 states or the District of Columbia. If you are in default, we may declare the entire Account balance immediately due and payable without advance notice.

Collection Costs: If we use an attorney to collect your Account, we may charge you our legal costs as permitted by law. These include reasonable attorneys' fees, court or other collection costs, and fees and costs of any appeal.

Closing Your Account: You may close your Account at any time. You will remain responsible for any amount you owe us under this Agreement. Any joint Cardholder may cancel a joint Account. However, both of you will remain responsible for paying all amounts owed. If your Account is subject to an Annual Fee, the fee will continue to be charged until you pay your outstanding balance in full.

We may cancel, suspend or not renew your Card, Account, or access to the credit line at any time and for any reason without notice. If your Account is closed by us, the Annual Fee will continue to be charged until you pay your outstanding balance in full.

However, when your Account is closed, if there is: (1) a debit balance of \$1 or less, that balance will be rounded to zero and you will not be required to pay this amount; or (2) a credit balance of \$1 or less, that balance will be rounded to zero and this amount will not be refunded to you. The rounding to zero may occur after your closing statement cycles, and you may not receive a statement reflecting the rounding.

Arbitration Agreement

PLEASE READ CAREFULLY—IMPORTANT—AFFECTS YOUR LEGAL RIGHTS

This agreement to arbitrate provides that you or we can require controversies or disputes between us to be resolved by BINDING ARBITRATION. You have the right to REJECT this agreement to arbitrate by using the procedure explained below.

If you do not reject this agreement to arbitrate, you GIVE UP YOUR RIGHT TO GO TO COURT and controversies or disputes between us will be resolved by a NEUTRAL ARBITRATOR INSTEAD OF A JUDGE OR JURY, using rules that are simpler and more limited than in a court. Arbitrator decisions are subject to VERY LIMITED REVIEW BY A COURT. Arbitration will proceed INDIVIDUALLY— CLASS ACTIONS AND SIMILAR PROCEDURES WILL NOT BE AVAILABLE TO YOU.

Agreement to Arbitrate: You and we agree that either you or we may, without the other's consent, require that controversies or disputes between you and us (all of which are called "Claims"), be submitted to mandatory, binding arbitration. This agreement to arbitrate is made pursuant to a transaction involving interstate commerce, and shall be governed by, and enforceable under, the Federal Arbitration Act (the "FAA"), 9 U.S.C. §1 et seq., and (to the extent State law is applicable), the laws of the State of Nevada.

For purposes of this agreement to arbitrate, "you" includes you, any co-applicant, any Authorized User (including Additional Cardholders), or anyone else connected with you or claiming through you; and "we" or "us" includes Credit One Bank, N.A., all of its parents, subsidiaries, affiliates, successors, predecessors, employees, and related persons or entities, and all third parties who are regarded as agents or representatives of us in connection with the subject matter of the claim or dispute at issue.

Covered Claims: Claims subject to arbitration include, but are not limited to, any controversies or disputes arising from or relating in any way to your Account; any transactions involving your Account; any disclosures made to you concerning your Account; any interest, charges, or fees assessed on your Account; any service(s) or programs related to your Account; and, if permitted by the rules of the arbitration forum, any collection of debt related to your Account. Claims also include controversies or disputes arising from or relating in any way to advertising, solicitations, or any application for, approval of, or establishment of your Account. Claims subject to arbitration include any controversies or disputes based on any theory of law, whether contract, tort, statute, regulation, common law, or equity, or whether they seek legal or equitable remedies. All Claims are subject to arbitration whether

they arose in the past, may currently exist, or may arise in the future. Arbitration will apply even if your Account is closed, you pay us in full any outstanding debt you owe, or you file for bankruptcy. Also, controversies or disputes about the validity, enforceability, coverage, meaning, or scope of this agreement to arbitrate or any part thereof are subject to arbitration and are for the arbitrator to decide. Any questions about what Claims are subject to arbitration shall be resolved by interpreting this agreement to arbitrate in the broadest way the law will allow it to be enforced.

Claims Not Covered: Claims (whether brought initially or by counter or cross-claim) are not subject to arbitration if they are filed by you or us in a small claims court, so long as the case remains in such court and only individual claims for relief are advanced in the case.

No Class Arbitration or Consolidation or Joinder of Parties: Class actions and other similar procedures in which individuals seek to represent similarly situated individuals or seek relief on behalf of the general public, and consolidation or joinder of Claims (except for claimants on the same account), are NOT available under this agreement to arbitrate. Claims in arbitration will proceed on an INDIVIDUAL basis only:

UNLESS YOU REJECT THIS AGREEMENT TO ARBITRATE, YOU AND WE WAIVE THE RIGHT TO ASSERT OR PARTICIPATE
IN A CLASS ACTION OR ANY REPRESENTATIVE OR CONSOLIDATED PROCEEDING IN COURT OR IN ARBITRATION.

The arbitrator shall have no authority to entertain any Claim as a class action or private attorney general action or on any other similar representative basis, nor shall the arbitrator have any authority to consolidate or join Claims brought by separate claimants (except for claimants on the same account). This also means that the arbitrator shall have no authority to make any award for the benefit of, or against, any person other than the individual who is the named party.[†]

†Notice to California Account Holders: This agreement to arbitrate shall not be construed to prevent you from seeking in the arbitration the remedy of public injunctive relief if (a) you reside in California, (b) you resided in California at the time you entered into this agreement to arbitrate, or (iii) the billing address for your Account is a California address (hereafter, "California Account Holder").

Initiation of Arbitration: The arbitration shall be administered by the American Arbitration Association ("AAA") before a single arbitrator under the AAA's Consumer Arbitration Rules, or by a mutually agreeable administrator, before a single arbitrator, as modified by this arbitration provision. Information about the arbitration process for AAA can be obtained from the AAA at www.adr.org. The arbitrator shall be selected from the AAA (or mutually agreeable administrator) panel of neutrals then active on the roster maintained by the AAA (or mutually agreeable administrator) office located in the city of or nearest to your billing address and, unless otherwise mutually agreed, the arbitrator shall be a retired federal judge, a retired state appellate judge, a retired state trial judge, or a lawyer with at least 15 years of experience in that order of preference.

In the event that the AAA or mutually agreeable administrator is unable or unwilling to handle the Claim for any reason, then the matter shall be arbitrated instead by a neutral arbitrator selected by agreement of the parties (or, if the parties cannot agree, selected by a court in accordance with the FAA).

Arbitration Procedures and Applicable Law; Offer of Settlement: Unlike a lawsuit in state or federal court, arbitration is conducted by a private organization that specializes in alternative dispute resolution. Disputes in arbitration are decided by a neutral arbitrator instead of a judge or jury. You may represent yourself in arbitration, or you may be represented by a lawyer.

Under this agreement to arbitrate, a single arbitrator designated by the arbitration administrator will decide the Claim under applicable law. The arbitrator is bound by the terms of this agreement to arbitrate. The AAA or mutually agreeable administrator will apply its code of procedures in effect at the time the arbitration claim is filed. If there is a conflict between that code of procedures and this arbitration provision and/or any sections of this Card Agreement, this arbitration provision and/or this Card Agreement will control. The arbitrator will honor all claims of privilege recognized by law. Subject to the prohibition on class, representative, and consolidation procedures set forth above, the arbitrator will have the power to award to a party any damages or other relief (including relief in equity) provided for under applicable law. That is, a party will be entitled to recover in arbitration any damages or other relief that it could recover if it prevailed in a court proceeding. An arbitrator's award shall consist of a written statement setting forth the disposition of each Claim. At the request of any party, the arbitrator shall also set forth a written explanation of the essential findings and conclusions on which the award is based. An arbitration award shall decide the rights and obligations only of the parties named in the arbitration, and shall not have any bearing on another person or dispute.

If your Claim is for \$10,000 or less, you may choose whether the arbitration will be conducted solely on the basis of documents, in a telephonic hearing, or in an in-person hearing.

Any in-person hearing will take place in the federal judicial district that includes your billing address at the time the Claim is filed, unless the parties agree to a different place.

The Arbitrator's Decision: The arbitrator's decision will be final and binding on the parties. A party can file a written appeal to the arbitration administrator within thirty (30) days after an award is issued. The appeal will proceed before a panel of three neutral arbitrators designated by the same arbitration administrator. The panel will decide anew all factual and legal issues, following the same rules of procedure, by majority vote any

aspect of the original decision objected to. The costs of such an appeal will be borne in accordance with the below paragraph entitled "Fees and Costs". Any review by a court shall be governed by the Federal Arbitration Act. Any final arbitration award will be binding on the named parties and enforceable by any court having jurisdiction.

Fees and Costs: We will pay any costs that are required to be paid by us under the arbitration administrator's rules of procedure. If you file the arbitration, you will pay your share of the initial filing fee, unless you seek and qualify for a fee waiver under the applicable rules of the arbitration administrator. The party filing an appeal shall be responsible for all filing fees and costs of the appeal unless prohibited by administrator's rules of procedure. All parties are responsible for their own attorney's fees, expert fees and any other expenses, unless the arbitrator awards such fees or expenses to you or us if allowed by applicable law.

Other Parties Subject to this Agreement to Arbitrate: In addition to you and us, the rights and duties described in this agreement to arbitrate apply to: any third party co-defendant of a claim subject to this arbitration provision; all joint account holders, Additional Cardholders, and Authorized Users of your Account(s).

How to REJECT this Agreement to Arbitrate: You can reject this agreement to arbitrate but only if we receive from you a written notice of rejection within 45 days after it was first provided to you. To reject this agreement to arbitrate you must send the notice of rejection to: Credit One Bank, Attention: Arbitration Opt Out, P. O. Box 98873, Las Vegas, NV 89193-8873. Rejection notices sent to any other address will not be accepted or effective. If you decide to reject this agreement to arbitrate in writing, your notice must state that you reject this agreement to arbitrate and include your name, address, account number, and personal signature. Rejection of arbitration will not affect your other rights or responsibilities under this Card Agreement.

Survival, Severability, and Amendment of Terms:

Survival. This agreement to arbitrate shall survive changes in the Agreement and termination of the Account or the relationship between you and us, including the bankruptcy of any party and any transfer or sale of your Account, or amounts owed on your Account, to another person or entity.

Severability. If any part or parts of your agreement to arbitrate are declared unenforceable, then such specific part or parts shall be of no force or effect and shall be severed, but the remainder of this agreement to arbitrate shall continue in full force and effect. If, however, the entire agreement to arbitrate or your waiver of the right to bring or participate in a class or representative action or in consolidation procedures is unenforceable, then the agreement to arbitrate shall be of no force or effect. Notwithstanding the preceding sentence, with respect to California Account Holders, if arbitration is unenforceable, in whole or in part, you and we agree to resolve any Claim by a judicial reference proceeding as described above.

Amendment in Writing Only. This agreement to arbitrate may not be amended, severed, or waived, except as expressly provided in the Agreement or in a written agreement between you and us.

Other Information

Transactions in Foreign Currencies: If you make a transaction at a merchant that settles in a currency other than U.S. dollars, Mastercard International Incorporated or Visa Incorporated will convert that charge into a U.S. Dollar amount. That conversion will be done at a rate selected by Mastercard or Visa from the range of rates available in wholesale currency markets for the applicable central processing date, which rate may vary from the rate Mastercard or Visa itself receives, or the government-mandated rate in effect for the applicable central processing date. The currency conversion rate used on the processing date may differ from the rate that would have been used on the purchase date or on the date the transaction is posted to your Account. You agree to pay the converted amount, including any charges for the conversion that may be imposed as described above.

Changes to Your Agreement: The rates, fees and terms of this Agreement may change and we may add or delete any term to this Agreement, consistent with applicable law. We will give you advance written notice of these changes and a right to reject the change, if required by law.

Unauthorized Use: Notify us immediately if your Card is lost or stolen or you suspect that someone is using your Card or Account without your permission.

Assignment: We may assign any or all of our rights and obligations under this Agreement. You may not assign any of your rights or obligations under this Agreement.

No Waiver: We will not lose our rights under this Agreement because we delay or do not enforce them.

Governing Law: This Agreement is governed by and interpreted in accordance with the laws applicable to national banks, and, where no such laws apply, by the laws of the State of Nevada, excluding the conflicts of law provisions thereof, regardless of your state of residence.

Conformance with Law; Severability: If any part of this Agreement conflicts with applicable law, that provision will be considered modified to conform to applicable law. If any part of this Agreement is invalid, the rest shall remain in effect, except as otherwise noted in the Arbitration Provision.

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 the Billing Inquiries address on the statement.

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 \$50.00 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 \$50.00. (Note: Neither of these are necessary if your purchase was based on an advertisement we mailed to you, or if we own or operate 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 the Billing Inquiries address shown on your statement.

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

Cash Back Rewards Program Supplement

This Supplement describes the terms and conditions of the Credit One Cash Back Rewards Program ("Program") and supplements the Card Agreement that governs your credit card account issued by Credit One Bank, N.A. (the "Account"). By using the Account, you agree to participate in the Program. Your participation is subject to the terms of the Card Agreement, including the arbitration provision, if applicable, and this Supplement. In the event of a conflict between the Card Agreement and this Supplement, with respect to matters relating to the Program, this Supplement controls.

Earning Cash Back Rewards: You earn cash back rewards in the form of an automatic statement credit equal to 1% of Net Eligible Purchases (as defined below) made with your Account. You do not earn cash back rewards on Cash Advances, Balance Transfers, interest, fees, and other charges. We will post a statement credit to your Account within seven days after the end of the month based on the Net Eligible Purchases made with your Account from the 27th of the previous month to the 26th of the current month. If your Account is in default, as defined in your Card Agreement, at the time the credit is to be posted, you WILL NOT receive the credit. Cash back rewards have no cash value.

Merchant Categories: Merchants who accept Visa/Mastercard credit cards are assigned a merchant code, which is determined by the merchant or its processor in accordance with Visa/ Mastercard procedures based on the kinds of products and services they primarily sell. We group similar merchant codes into Eligible Purchase categories for purposes of making cash back rewards offers to you. Please note:

- We make every effort to include all relevant merchant codes in our cash back rewards categories. However, even though a merchant or some of the items that it sells may appear to fit within a cash back rewards category, the merchant may not have a merchant code in that category. When this occurs, Purchases with that merchant won't qualify for cash back rewards offers on Purchases in that category.
- Although a merchant or the items that it sells may appear to fit the reward categories, the merchant may not have or use an eligible Code. Purchases made without an eligible code WILL NOT qualify for cash back rewards. A merchant with more than one location may submit Purchases using different codes, including codes that are not eligible under this Program. This means that Purchases from the same merchant at a different location may result in no reward.
- Purchases submitted by you, an authorized user, or the merchant through third-party payment accounts, mobile or wireless card readers, online or mobile digital wallets, or similar technology will not qualify in a cash back rewards category if the technology is not set up to process the purchase in that cash back rewards category.

Eligible Purchases: Eligible Purchases are Purchases from merchants in the following categories:

- gasoline,
- grocery (grocery Purchases do not include Purchases at superstores, at stores that sell groceries and other products like drugstores and convenience stores; or at smaller stores like bakeries, candy, nut or confection stores),
- mobile phone service, and
- internet, cable and satellite TV service.

Purchases That Are Not Eligible: Purchases from the following types of merchants are not eligible for cash back rewards:

- oil, propane, home heating companies,
- PayPal,
- warehouse clubs (including but not limited to Sam's Club and Costco),
- discount supercenters (including but not limited to Wal-Mart and Target).

Net Eligible Purchases: Net Eligible Purchases are Eligible Purchases minus any returns, disputed charges, unauthorized charges, illegal or fraudulent charges or other credits for such Purchases.

Program Restrictions: You will receive an automatic cash back rewards credit on each statement that has at least one Net Eligible Purchase. Automatic statement credits for cash back rewards will reduce the balance on your Account but will not count as payments. You will still be required to pay at least the Minimum Payment Due as shown on your billing statement each month. You WILL NOT earn cash back rewards for Purchases made while your Account is in default as defined within your Card Agreement. This Program excludes Accounts already enrolled in a different Credit One cash back rewards program.

Changes: The Program may be changed (added to, modified or deleted) by us at any time, including without limitation amendments to the definition of Eligible Purchases. We will give you prior notice to the extent required by law. The current version of this Program may be found at www.CreditOneBank.com along with the Card Agreement. Any revisions may affect your ability to earn cash back rewards.

Termination: We may suspend or terminate the Program or your participation in the Program at any time without prior notice. In such event, we will evaluate your Account for any eligible cash back rewards as of the Program termination date. Provided that you meet all of the other Program Restrictions listed above at that time, you will receive a distribution of the cash back rewards earned during the current billing period in the form of a statement credit.

Limited Liability: Unless otherwise required by law, this Program, or our Card Agreement with you, we will not be liable to you or anyone making a claim on your behalf, in connection with: (1) any change or termination of the Program; (2) any loss, damage, expense or inconvenience caused by any occurrence outside of our control; (3) any taxes that you incur as a result of receiving cash back rewards, payment of which taxes will be your responsibility; (4) any merchandise or services you purchase, or for any direct, indirect or consequential damages with respect to the use of your Account. In any event, any liability that Credit One may have to you in connection with the Program shall be limited to the amount of any cash back rewards you have earned in this Program. The Program and cash back rewards are void or limited where prohibited or restricted, respectively, by federal, state or local law.

Pricing Summary

Interest Rates and Interest Charges	
ANNUAL PERCENTAGE RATE (APR) for Purchases	24.40% This APR will vary with the market based on the Prime Rate.
ANNUAL PERCENTAGE RATE (APR) for Balance Transfers	24.40% This APR will vary with the market based on the Prime Rate.
ANNUAL PERCENTAGE RATE (APR) for Cash Advances	24.40% This APR will vary with the market based on the Prime Rate.
Paying Interest	Your due date is at least 24 days after the close of each billing cycle. We will not charge you any interest on Purchases if you pay your entire balance by the due date each month. We will begin charging interest on Cash Advances and Balance Transfers from the posting date.
Minimum Interest Charge	If you are charged interest, the charge will be no less than \$1.00.
For Credit Card Tips from the Consumer Financial Protection Bureau	To learn more about factors to consider when applying for or using a credit card, visit the website of the Consumer Financial Protection Bureau at http:// www.consumerfinance.gov/learnmore .
Fees	
Annual Fee	\$39
Transaction Fees • Balance Transfer • Cash Advance • Foreign Transaction	Either \$5 or 8% of the amount of each Balance Transfer, whichever is greater. Either \$5 or 8% of the amount of each Cash Advance, whichever is greater. Either \$1 or 3% of the amount of each purchase in U.S. dollars, whichever is greater.
Penalty Fees • Late Payment • Returned Payment	Up to \$39* Up to \$39**

How We Will Calculate Your Balance: We use a method called “average daily balance (including new Purchases).” See your Card Agreement for more details.

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

***Late Payment Fee:** We will charge the maximum safe harbor amount, which is set annually in accordance with 12 C.F.R 1026.52(b)(1)(ii)(D). Currently the fee is \$28, unless you incurred a Late Payment Fee during the prior six billing cycles. If you did, the fee is currently \$39. This fee will not exceed

the related Minimum Payment that was due. We charge a Late Payment Fee to your Account if at least the Amount Due This Period (less any Late Payment Fee for the current billing cycle) plus any Past Due Amount is not received by 5:00 p.m. PT on the Payment Due Date shown on your statement.

****Returned Payment Fee:** We will charge the maximum safe harbor amount, which is set annually in accordance with 12 C.F.R 1026.52(b)(1)(ii)(D). If a payment is not honored upon first presentment, even if the payment is later honored, a Returned Payment Fee will be charged to your Account. Currently, the fee is \$28, unless you incurred a Returned Payment Fee in the prior six billing cycles. If you did, the fee is currently \$39. This fee will not exceed the related Minimum Payment that was due.

Additional Rate Information: The Purchase, Balance Transfer and Cash Advance APR equals the Prime Rate plus a margin of 21.15%. This corresponds to a monthly periodic rate of 2.03333%.

Minimum Payments: You may pay the entire New Balance shown on your billing statement at any time. Each billing period you must pay at least the Minimum Payment Due by the Payment Due Date shown on your billing statement. The Minimum Payment Due will be the sum of:

- 5% of your outstanding balance, rounded up to the next whole dollar, or \$30, whichever is greater;
- any Late Payment Fee for the current billing cycle;
- and any Past Due Amount (excluding any past due Late Payment Fees).

The Agreement

This Agreement, together with the Pricing Summary, is your contract with us.

Accepting this Agreement: You accept this Agreement when you use the Account. You may still reject this Agreement if you have not yet used the Card, used the Account, or paid a fee after receiving a billing statement. To reject the Agreement, call us at 866-515-5721 or write us at Bank Card Center, P.O. Box 95516, Las Vegas, NV 89193-5516. If you reject the Agreement, you are not responsible for any fees or charges.

Arbitration: This Agreement includes an Arbitration Provision with class action and jury trial waivers. You can reject the Arbitration Provision. See "How to REJECT this agreement to arbitrate" in the Arbitration section. If you do not, it will be part of this Agreement.

Promise to Pay: You agree to pay us for all amounts due on your Account, including credit for Purchases, Balance Transfers, and Cash Advances, as well as interest charges and fees. This includes charges made by Additional Cardholders and other Authorized Users.

Definitions

Account means the Credit One Bank card account under this Agreement.

Authorized User means any person you allow to use your Account or Card, including Additional Cardholders. If the Authorized User has been issued a Card and you want to terminate the Authorized User, you must notify us by telephone or in writing.

Balance Transfer means a transaction we designate that allows you to use your Account to pay another creditor or yourself. Balance Transfers cannot be used to pay us or our affiliates. A Balance Transfer will be subject to the terms of the Balance Transfer offer and this Agreement.

Card refers to one or more cards or access devices, including your Account number, that we give you or someone else with your authorization to get credit under this Agreement.

Cardholder refers to each person with a card issued in their name.

Cash Advance means the use of your Account to obtain funds at a financial institution or the use of a Convenience Check.

Convenience Check means a check we issue to you to take a Cash Advance. You may not use these checks to pay us or our affiliates.

Purchase means the use of the Account to obtain goods or services.

Prime Rate means the highest U.S. Prime Rate in the Money Rates section of The Wall Street Journal on the 25th day of the month, or the next day if that day is not a publication day. If The Wall Street Journal does not publish the U.S. Prime Rate, we may substitute another index.

we, us, our, and Credit One Bank refer to Credit One Bank, N.A., the issuer of your Card.

you, and **your** refer to each person who has applied for the Account and where appropriate, the Authorized User.

Features and Use of Your Account

Using Your Card: You may make Purchases wherever the Card is accepted. You may use the Account to obtain Cash Advances, but you may not make more than two Cash Advance transactions per day and you may not obtain more than \$200 in Cash Advances per day. You may use the Account only for personal, family, or household purposes, and if your Account is used for any other purpose you are still responsible for such use. You may not use the Account for business or commercial purposes. The Account may not be used for online or internet gambling or illegal purposes.

Your Credit Limit: We will tell you your credit limit. Keep your Account balance below your credit limit. If you do not, you must still pay us. We may designate part of your credit limit as a Cash Advance limit and part as a Balance Transfer limit. We may change your credit limit(s) at any time, without notice. You may use a portion of your credit limit for Cash Advances and Balance Transfers. Each Purchase, Cash Advance, and Balance Transfer obtained will reduce the amount of available credit under your credit limit until it is repaid. We may delay increasing your available credit by the amount of any payment that we receive for up to 12 calendar days.

Credit Limit Increase: To request a credit limit increase contact the Customer Service number on your statement. We may impose a fee for processing the request.

Credit Authorizations: We may decline to authorize a transaction for any reason. We will not be liable to you if we decline a transaction or if anyone refuses any use of your Card.

Automatic Billing: You may set up automatic billing with a merchant. You authorize us to provide an updated Account number or Card expiration date to any merchant at our discretion. Contact the merchant to stop automatic billing.

Joint Accounts: If this is a joint account, each of you is responsible individually and together for all amounts owed. Each of you is responsible even if the Account is used by only one of you. You will continue to be liable for the entire balance of the Account, even if your co-applicant is ordered by a court to pay us. You will remain liable to us if your co-applicant fails to pay as ordered by the court. Your Account status will continue to be reported to the credit reporting agencies under each of your names. The delivery of notices or billing statements to either of you serves as delivery to each of you. We may rely on instructions given by either of you. We are not liable to either of you for relying upon such instructions.

Electronic Access: Applications (apps) on electronic devices (such as mobile wallets) can store your Card and can be used to get credit under this Agreement. Such transactions are covered by this Agreement. Apps may have separate terms of use. We are not responsible if you violate those terms or for any consequences from violating those terms.

Additional Cardholder: At your request, we may, at our discretion, issue, in the name of another person, an additional Card on your Account. That person is an Additional Cardholder, as well as an Authorized User. An Additional Cardholder has access to certain Account information including balance, available credit and payment information. If you advise us that the Additional Cardholder is your spouse, information regarding the Account will be provided to consumer reporting agencies in your name as well as in the name of the Additional Cardholder. By requesting that we add an Additional Cardholder to your Account, you represent that you (1) have the consent of the Additional Cardholder to be added to the Account, (2) have provided a copy of this Agreement to the Additional Cardholder, and (3) if the Additional Cardholder is your spouse, you have told the Additional Cardholder that Credit One Bank will furnish credit information about them to the credit reporting agencies in connection with the Account. The Additional Cardholder may report the Card lost or stolen and may remove him or herself from the Account.

Interest Rates and Interest Changes

Annual Percentage Rates (APRs): See the Pricing Summary for your APRs. The APR for Balance Transfers will be the same as the APR for standard Purchases, unless a promotional rate applies.

Variable Rates: Your Pricing Summary indicates whether you have any variable APRs. Variable APRs are determined by adding to the Prime Rate the number of percentage points ("margin") specified in the Pricing Summary. Variable APRs will increase or decrease when the Prime Rate changes. The APR change will take effect beginning with billing cycles that end on or after the first day of the month after the month in which the Prime Rate changes. An increase in the APR will increase your interest charges and may increase your Minimum Payment Due.

Average Daily Balance Method (including new transactions): We calculate interest each billing cycle by first figuring the "average daily balance" for each type of balance. Standard Purchases, standard Cash Advances, standard Balance Transfers, and each promotional offer, are all types of balances.

For each type of balance, for each billing cycle, we start with the balance on the last day of your previous billing cycle. We subtract any unpaid interest. This is the beginning balance each day. Each day of the billing cycle we subtract any new payments and credits applied to that type of balance. We add any new transactions and fees for that type of balance. We add Purchases, Cash Advances, and Balance Transfers on the post date. We add transaction fees on promotional rate and non-promotional rate Balance Transfers to the same type of balance as the transaction. We add all other fees to the standard Purchase balance. This gives us the daily balance for that type of balance, except that if the daily balance is negative, we treat it as zero. We then add up all of the daily balances and divide by the number of days in the billing cycle. This gives us the "average daily balance" for that type of balance. We multiply the average daily balance by the applicable monthly periodic rate (the APR divided by 12). This gives us the interest charged for that type of balance for that billing cycle. This interest is included in the Account balance on the last day of the billing cycle. The results for all types of balances are then added together to determine the total interest charged that billing cycle.

When Interest Begins: We begin to impose interest on a transaction or fee from the day we add it to the daily balance. We continue to impose interest until you pay the total amount you owe us. You can avoid paying interest on Purchases as described below. However, you cannot avoid paying interest on Balance Transfers or Cash Advances.

How to Avoid Paying Interest on Purchases ("Grace Period"): If you pay the New Balance on your billing statement by the Payment Due Date shown on that billing statement, we will not impose interest on new Purchases paid by the Payment Due Date on your current billing statement. The Payment Due Date will be at least 24 days after the close of the billing cycle. If you have been paying your Account balance in full and thereby avoiding interest on Purchases, but then do not pay the next New Statement Balance in full by the Payment Due Date, in that billing cycle we will start charging interest on the unpaid portion of your balance.

Fees

See the Pricing Summary for additional Fee information.

Annual Fee: If your Account is subject to an Annual Fee, the amount and when it is billed is shown on the Pricing Summary. The Annual Fee is billed to the Account until the Account is closed and the outstanding balance is paid in full. The Annual Fee is refundable as long as you cancel your Account and have not used your card for any Purchases, Cash Advances, or Balance Transfers and you have not made a payment.

Credit Limit Increase Fee: If a fee is imposed for processing a Credit Limit increase request, we will tell you the amount of the fee at the time of your request and before you agree to it.

Transaction Fee for Balance Transfers: The transaction fee for Balance Transfers will be the same as the transaction fee for Cash Advances, unless a promotional fee applies.

Foreign Transaction Fee: We add this fee for each purchase made outside the U.S. (A purchase is made outside the U.S. unless it is made with a U.S. merchant, processed completely in the U.S., and in U.S. dollars.) The fee is a percentage of the U.S. dollar amount of the purchase.

Optional Express Payment Service Fee: If a representative of ours helps expedite your payment, we may impose an Express Payment fee. You will be informed of the amount of the fee before you complete the transaction.

Duplicate Statement Fee: If you request a duplicate copy of a monthly statement, for any purpose other than to assert a billing error, you will be charged a fee of up to \$10 for each statement copy requested.

Sales Slip Request Fee: If you request a copy of a sales slip, for any purpose other than to resolve a dispute about the charges on your Account, you will be charged a fee of \$6 for each sales slip copy requested.

Replacement Card Fee: If you request a replacement card, a Replacement Card Fee of up to \$25 may be charged to your Account.

Payments

Minimum Payment Due: See the Pricing Summary for the minimum payment requirements.

Small Balances: As it is uneconomical for both you and us to process payments or maintain credits that are \$1 or less in amount, you agree as follows: (1) In any billing cycle in which you have had no transactions and your New Balance on the billing date is \$1 or less, the balance will be rounded to zero and you will not receive a bill for this amount. (2) In the event that you have a credit balance of \$1 or less for two consecutive billing cycles, the balance will be rounded to zero and you will not receive a refund of this amount.

Payment Instructions: You must pay us in U.S. dollars, in funds on deposit in the U.S. We credit your payments in accordance with the terms contained on your billing statement. If you mail your payment to an address other than the address designated on your billing statement, there may be a delay in processing and crediting the payment to your Account.

Irregular Payments: Any payment submitted in offer of settlement of a disputed debt, including any item containing a notation such as "paid in full," and any other item with a restrictive endorsement, must be sent to: Credit One Bank, P.O. Box 95516, Las Vegas, NV 89193-5516. We can accept late payments, partial payments, and checks or other items with restrictive endorsements at any other address without losing any of our rights under this Agreement.

Postdated Checks: You agree that we need not examine any payment check to confirm that it is not postdated and that we may deposit any postdated check on the day we receive it.

Payment Allocation: We apply payments up to the Minimum Payment Due and credits at our discretion, which may result in balances at lower APRs being paid first and higher interest charges. Payments over the Minimum Payment Due will be applied to balances with higher APRs first.

Collecting, Sharing, and Updating Information

Customer Privacy: We send you our Privacy Policy when you open your Account and thereafter in accordance with applicable law. It summarizes the personal information we collect; how we safeguard its confidentiality and security; when it may be shared with others; and how you can limit our sharing of this information. You accept the terms of our Privacy Policy when you use the Account. Contact us or visit CreditOne.com if you would like a copy.

Information About You: You authorize us to obtain and/or use information about you from third parties and credit reporting agencies to: (1) verify your identity and/or conduct investigative inquiries; (2) determine your income and credit eligibility; (3) review your Account and provide renewal of credit; (4) verify your current credit standing in order to present future credit limit increases or decreases; (5) qualify you for and present additional lines of credit or other offers; and (6) collect amounts owing on your Account. Upon request, we will tell you the name and address of any credit reporting agency that provided us with information concerning you.

Furnishing Information: We may furnish information concerning your Account or credit file to consumer reporting agencies and others who may properly receive that information. If you believe that information we furnished is inaccurate or incomplete, please write us at Credit One Bank, P. O. Box 98873, Las Vegas, NV 89193-8873. Please include your name, address, home phone number and Account number.

Telephone Calls, Text Messages and Emails Regarding Your Account: You are providing express written permission and consent authorizing Credit One Bank and our agents, servicers, contractors, subsidiaries, affiliates, officers, and other partners and employees to contact you at any phone number (including mobile, cellular/wireless, or similar devices) or email address you provide at any time, for any lawful purpose. The ways in which we may contact you include live operator, automatic telephone dialing systems (auto-dialer), prerecorded and artificial voice message, text/SMS message or email. Phone numbers and email addresses you provide include those you give to us, those from which you, or someone acting on your behalf, contact us or which we obtain through other means. If you provide a phone number for which you are not the owner, you confirm you are authorized to provide that number. Such lawful purposes include, but are not limited to: obtaining information; activation of the card for verification and identification purposes; account transactions or servicing related matters; suspected fraud or identity theft; collection on the Account; and providing information about special products and services. You agree to pay any fee(s) or charge(s) that you may incur for incoming communications from us or outgoing communications to us, to or from any such number or email address, without reimbursement from us.

Communication Revocation: You may revoke your authorization for most communications. However, you cannot revoke authorization for fraud related communications or legally required communications. To change your communication preferences or to revoke consent you must write us. Please:

- include your name, mailing address, and the last four digits of your Account number;
- specify whether you are changing your preferences regarding mail, telephone calls, emails, and/or text or SMS messages;
- provide the specific phone number(s) and/or email address for which you are requesting communications to cease;
- send this written notice to: Credit One Bank, P.O. Box 98873, Las Vegas, NV 89193-8873.

Certain communication preferences can be changed on-line. Please log in to your Account to see if that option is available.

Telephone Monitoring: You agree that we (and our servicers, agents and contractors) may monitor and record any calls between you and us.

Updating Your Phone Number: Notify us immediately if you change mobile or cell phone numbers or plan to give your phone to someone else. It is your responsibility to provide us with a true, accurate and complete mobile number and to maintain and update promptly any changes in this information. You can update your mobile number by calling us at the phone number on the back of your Card.

Indemnification: If you provide telephone number(s) for which you are not the subscriber, or fail to notify us when you cease to be the subscriber for a telephone number you previously gave us, you agree to indemnify us, our subsidiaries, affiliates, officers, agents, servicers, contractors, and other partners and employees for any costs and expenses, including reasonable attorneys' fees, incurred as a result of us contacting or attempting to contact you at the number(s). Your obligation under this paragraph shall survive termination of the Agreement.

Account Closure

Default: You are in default under this Agreement if (1) bankruptcy or another insolvency proceeding is filed by or against you; (2) we reasonably believe you are unable or unwilling to repay us; (3) you die or are legally incompetent or incapacitated; (4) you fail to comply with the terms of this Agreement, including failing to make a required payment when due, exceeding your credit limit or using your Card or Account for an illegal transaction; (5) you give us misleading, false, incomplete or incorrect information or fail to give us any information we deem necessary; or (6) if you no longer permanently reside in one of the 50 states or the District of Columbia. If you are in default, we may declare the entire Account balance immediately due and payable without advance notice.

Collection Costs: If we use an attorney to collect your Account, we may charge you our legal costs as permitted by law. These include reasonable attorneys' fees, court or other collection costs, and fees and costs of any appeal.

Closing Your Account: You may close your Account at any time. You will remain responsible for any amount you owe us under this Agreement. Any joint Cardholder may cancel a joint Account. However, both of you will remain responsible for paying all amounts owed. If your Account is subject to an Annual Fee, the fee will continue to be charged until you pay your outstanding balance in full.

We may cancel, suspend or not renew your Card, Account, or access to the credit line at any time and for any reason without notice. If your Account is closed by us, the Annual Fee will continue to be charged until you pay your outstanding balance in full.

However, when your Account is closed, if there is: (1) a debit balance of \$1 or less, that balance will be rounded to zero and you will not be required to pay this amount; or (2) a credit balance of \$1 or less, that balance will be rounded to zero and this amount will not be refunded to you. The rounding to zero may occur after your closing statement cycles, and you may not receive a statement reflecting the rounding.

Arbitration Agreement

PLEASE READ CAREFULLY—IMPORTANT—AFFECTS YOUR LEGAL RIGHTS

This agreement to arbitrate provides that you or we can require controversies or disputes between us to be resolved by BINDING ARBITRATION. You have the right to REJECT this agreement to arbitrate by using the procedure explained below.

If you do not reject this agreement to arbitrate, you GIVE UP YOUR RIGHT TO GO TO COURT and controversies or disputes between us will be resolved by a NEUTRAL ARBITRATOR INSTEAD OF A JUDGE OR JURY, using rules that are simpler and more limited than in a court. Arbitrator decisions are subject to VERY LIMITED REVIEW BY A COURT. Arbitration will proceed INDIVIDUALLY— CLASS ACTIONS AND SIMILAR PROCEDURES WILL NOT BE AVAILABLE TO YOU.

Agreement to Arbitrate: You and we agree that either you or we may, without the other's consent, require that controversies or disputes between you and us (all of which are called "Claims"), be submitted to mandatory, binding arbitration. This agreement to arbitrate is made pursuant to a transaction involving interstate commerce, and shall be governed by, and enforceable under, the Federal Arbitration Act (the "FAA"), 9 U.S.C. §1 et seq., and (to the extent State law is applicable), the laws of the State of Nevada.

For purposes of this agreement to arbitrate, "you" includes you, any co-applicant, any Authorized User (including Additional Cardholders), or anyone else connected with you or claiming through you; and "we" or "us" includes Credit One Bank, N.A., all of its parents, subsidiaries, affiliates, successors, predecessors, employees, and related persons or entities, and all third parties who are regarded as agents or representatives of us in connection with the subject matter of the claim or dispute at issue.

Covered Claims: Claims subject to arbitration include, but are not limited to, any controversies or disputes arising from or relating in any way to your Account; any transactions involving your Account; any disclosures made to you concerning your Account; any interest, charges, or fees assessed on your Account; any service(s) or programs related to your Account; and, if permitted by the rules of the arbitration forum, any collection of debt related to your Account. Claims also include controversies or disputes arising from or relating in any way to advertising, solicitations, or any application for, approval of, or establishment of your Account. Claims subject to arbitration include any controversies or disputes based on any theory of law, whether contract, tort, statute, regulation, common law, or equity, or whether they seek legal or equitable remedies. All Claims are subject to arbitration whether

they arose in the past, may currently exist, or may arise in the future. Arbitration will apply even if your Account is closed, you pay us in full any outstanding debt you owe, or you file for bankruptcy. Also, controversies or disputes about the validity, enforceability, coverage, meaning, or scope of this agreement to arbitrate or any part thereof are subject to arbitration and are for the arbitrator to decide. Any questions about what Claims are subject to arbitration shall be resolved by interpreting this agreement to arbitrate in the broadest way the law will allow it to be enforced.

Claims Not Covered: Claims (whether brought initially or by counter or cross-claim) are not subject to arbitration if they are filed by you or us in a small claims court, so long as the case remains in such court and only individual claims for relief are advanced in the case.

No Class Arbitration or Consolidation or Joinder of Parties: Class actions and other similar procedures in which individuals seek to represent similarly situated individuals or seek relief on behalf of the general public, and consolidation or joinder of Claims (except for claimants on the same account), are NOT available under this agreement to arbitrate. Claims in arbitration will proceed on an INDIVIDUAL basis only:

UNLESS YOU REJECT THIS AGREEMENT TO ARBITRATE, YOU AND WE WAIVE THE RIGHT TO ASSERT OR PARTICIPATE
IN A CLASS ACTION OR ANY REPRESENTATIVE OR CONSOLIDATED PROCEEDING IN COURT OR IN ARBITRATION.

The arbitrator shall have no authority to entertain any Claim as a class action or private attorney general action or on any other similar representative basis, nor shall the arbitrator have any authority to consolidate or join Claims brought by separate claimants (except for claimants on the same account). This also means that the arbitrator shall have no authority to make any award for the benefit of, or against, any person other than the individual who is the named party.[†]

†Notice to California Account Holders: This agreement to arbitrate shall not be construed to prevent you from seeking in the arbitration the remedy of public injunctive relief if (a) you reside in California, (b) you resided in California at the time you entered into this agreement to arbitrate, or (iii) the billing address for your Account is a California address (hereafter, "California Account Holder").

Initiation of Arbitration: The arbitration shall be administered by the American Arbitration Association ("AAA") before a single arbitrator under the AAA's Consumer Arbitration Rules, or by a mutually agreeable administrator, before a single arbitrator, as modified by this arbitration provision. Information about the arbitration process for AAA can be obtained from the AAA at www.adr.org. The arbitrator shall be selected from the AAA (or mutually agreeable administrator) panel of neutrals then active on the roster maintained by the AAA (or mutually agreeable administrator) office located in the city of or nearest to your billing address and, unless otherwise mutually agreed, the arbitrator shall be a retired federal judge, a retired state appellate judge, a retired state trial judge, or a lawyer with at least 15 years of experience in that order of preference.

In the event that the AAA or mutually agreeable administrator is unable or unwilling to handle the Claim for any reason, then the matter shall be arbitrated instead by a neutral arbitrator selected by agreement of the parties (or, if the parties cannot agree, selected by a court in accordance with the FAA).

Arbitration Procedures and Applicable Law; Offer of Settlement: Unlike a lawsuit in state or federal court, arbitration is conducted by a private organization that specializes in alternative dispute resolution. Disputes in arbitration are decided by a neutral arbitrator instead of a judge or jury. You may represent yourself in arbitration, or you may be represented by a lawyer.

Under this agreement to arbitrate, a single arbitrator designated by the arbitration administrator will decide the Claim under applicable law. The arbitrator is bound by the terms of this agreement to arbitrate. The AAA or mutually agreeable administrator will apply its code of procedures in effect at the time the arbitration claim is filed. If there is a conflict between that code of procedures and this arbitration provision and/or any sections of this Card Agreement, this arbitration provision and/or this Card Agreement will control. The arbitrator will honor all claims of privilege recognized by law. Subject to the prohibition on class, representative, and consolidation procedures set forth above, the arbitrator will have the power to award to a party any damages or other relief (including relief in equity) provided for under applicable law. That is, a party will be entitled to recover in arbitration any damages or other relief that it could recover if it prevailed in a court proceeding. An arbitrator's award shall consist of a written statement setting forth the disposition of each Claim. At the request of any party, the arbitrator shall also set forth a written explanation of the essential findings and conclusions on which the award is based. An arbitration award shall decide the rights and obligations only of the parties named in the arbitration, and shall not have any bearing on another person or dispute.

If your Claim is for \$10,000 or less, you may choose whether the arbitration will be conducted solely on the basis of documents, in a telephonic hearing, or in an in-person hearing.

Any in-person hearing will take place in the federal judicial district that includes your billing address at the time the Claim is filed, unless the parties agree to a different place.

The Arbitrator's Decision: The arbitrator's decision will be final and binding on the parties. A party can file a written appeal to the arbitration administrator within thirty (30) days after an award is issued. The appeal will proceed before a panel of three neutral arbitrators designated by the same arbitration administrator. The panel will decide anew all factual and legal issues, following the same rules of procedure, by majority vote any

aspect of the original decision objected to. The costs of such an appeal will be borne in accordance with the below paragraph entitled "Fees and Costs". Any review by a court shall be governed by the Federal Arbitration Act. Any final arbitration award will be binding on the named parties and enforceable by any court having jurisdiction.

Fees and Costs: We will pay any costs that are required to be paid by us under the arbitration administrator's rules of procedure. If you file the arbitration, you will pay your share of the initial filing fee, unless you seek and qualify for a fee waiver under the applicable rules of the arbitration administrator. The party filing an appeal shall be responsible for all filing fees and costs of the appeal unless prohibited by administrator's rules of procedure. All parties are responsible for their own attorney's fees, expert fees and any other expenses, unless the arbitrator awards such fees or expenses to you or us if allowed by applicable law.

Other Parties Subject to this Agreement to Arbitrate: In addition to you and us, the rights and duties described in this agreement to arbitrate apply to: any third party co-defendant of a claim subject to this arbitration provision; all joint account holders, Additional Cardholders, and Authorized Users of your Account(s).

How to REJECT this Agreement to Arbitrate: You can reject this agreement to arbitrate but only if we receive from you a written notice of rejection within 45 days after it was first provided to you. To reject this agreement to arbitrate you must send the notice of rejection to: Credit One Bank, Attention: Arbitration Opt Out, P. O. Box 98873, Las Vegas, NV 89193-8873. Rejection notices sent to any other address will not be accepted or effective. If you decide to reject this agreement to arbitrate in writing, your notice must state that you reject this agreement to arbitrate and include your name, address, account number, and personal signature. Rejection of arbitration will not affect your other rights or responsibilities under this Card Agreement.

Survival, Severability, and Amendment of Terms:

Survival. This agreement to arbitrate shall survive changes in the Agreement and termination of the Account or the relationship between you and us, including the bankruptcy of any party and any transfer or sale of your Account, or amounts owed on your Account, to another person or entity.

Severability. If any part or parts of your agreement to arbitrate are declared unenforceable, then such specific part or parts shall be of no force or effect and shall be severed, but the remainder of this agreement to arbitrate shall continue in full force and effect. If, however, the entire agreement to arbitrate or your waiver of the right to bring or participate in a class or representative action or in consolidation procedures is unenforceable, then the agreement to arbitrate shall be of no force or effect. Notwithstanding the preceding sentence, with respect to California Account Holders, if arbitration is unenforceable, in whole or in part, you and we agree to resolve any Claim by a judicial reference proceeding as described above.

Amendment in Writing Only. This agreement to arbitrate may not be amended, severed, or waived, except as expressly provided in the Agreement or in a written agreement between you and us.

Other Information

Transactions in Foreign Currencies: If you make a transaction at a merchant that settles in a currency other than U.S. dollars, Mastercard International Incorporated or Visa Incorporated will convert that charge into a U.S. Dollar amount. That conversion will be done at a rate selected by Mastercard or Visa from the range of rates available in wholesale currency markets for the applicable central processing date, which rate may vary from the rate Mastercard or Visa itself receives, or the government-mandated rate in effect for the applicable central processing date. The currency conversion rate used on the processing date may differ from the rate that would have been used on the purchase date or on the date the transaction is posted to your Account. You agree to pay the converted amount, including any charges for the conversion that may be imposed as described above.

Changes to Your Agreement: The rates, fees and terms of this Agreement may change and we may add or delete any term to this Agreement, consistent with applicable law. We will give you advance written notice of these changes and a right to reject the change, if required by law.

Unauthorized Use: Notify us immediately if your Card is lost or stolen or you suspect that someone is using your Card or Account without your permission.

Assignment: We may assign any or all of our rights and obligations under this Agreement. You may not assign any of your rights or obligations under this Agreement.

No Waiver: We will not lose our rights under this Agreement because we delay or do not enforce them.

Governing Law: This Agreement is governed by and interpreted in accordance with the laws applicable to national banks, and, where no such laws apply, by the laws of the State of Nevada, excluding the conflicts of law provisions thereof, regardless of your state of residence.

Conformance with Law; Severability: If any part of this Agreement conflicts with applicable law, that provision will be considered modified to conform to applicable law. If any part of this Agreement is invalid, the rest shall remain in effect, except as otherwise noted in the Arbitration Provision.

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 the Billing Inquiries address on the statement.

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 \$50.00 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 \$50.00. (Note: Neither of these are necessary if your purchase was based on an advertisement we mailed to you, or if we own or operate 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 the Billing Inquiries address shown on your statement.

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

Cash Back Rewards Program Supplement

This Supplement describes the terms and conditions of the Credit One Bank Cash Back Rewards Program ("Program") and supplements the Card Agreement that governs your credit card account issued by Credit One Bank, N.A. (the "Account"). By using the Account, you agree to participate in the Program. Your participation is subject to the terms of the Card Agreement, including the arbitration provision, if applicable, and this Supplement. In the event of a conflict between the Card Agreement and this Supplement, with respect to matters relating to the Program, this Supplement controls.

Earning Cash Back Rewards: You earn cash back rewards in the form of an automatic statement credit equal to 1% of Net Eligible Purchases (as defined below) made with your Account. You do not earn cash back rewards on Cash Advances, Balance Transfers, interest, fees, and other charges. We will post a statement credit to your Account within seven days after the end of the month based on the Net Eligible Purchases made with your Account from the 27th of the previous month to the 26th of the current month. If your Account is in default, as defined in your Card Agreement, at the time the credit is to be posted, you WILL NOT receive the credit. Cash back rewards have no cash value.

Merchant Categories: Merchants who accept Visa/Mastercard credit cards are assigned a merchant code, which is determined by the merchant or its processor in accordance with Visa/ Mastercard procedures based on the kinds of products and services they primarily sell. We group similar merchant codes into Eligible Purchase categories for purposes of making cash back rewards offers to you. Please note:

- We make every effort to include all relevant merchant codes in our cash back rewards categories. However, even though a merchant or some of the items that it sells may appear to fit within a cash back rewards category, the merchant may not have a merchant code in that category. When this occurs, Purchases with that merchant won't qualify for cash back rewards offers on Purchases in that category.
- Although a merchant or the items that it sells may appear to fit the cash back rewards categories, the merchant may not have or use an eligible Code. Purchases made without an eligible code WILL NOT qualify for cash back rewards. A merchant with more than one location may submit Purchases using different codes, including codes that are not eligible under this Program. This means that Purchases from the same merchant at a different location may result in no cash back rewards.
- Purchases submitted by you, an authorized user, or the merchant through third-party payment accounts, mobile or wireless card readers, online or mobile digital wallets, or similar technology will not qualify in a cash back rewards category if the technology is not set up to process the purchase in that cash back rewards category.

Eligible Purchases: Eligible Purchases are Purchases from merchants in the following categories:

- gasoline,
- grocery (grocery Purchases do not include Purchases at superstores, at stores that sell groceries and other products like drugstores and convenience stores; or at smaller stores like bakeries, candy, nut or confection stores),
- dining (dining Purchases do not include Purchases at stores like bakeries, candy, nut or confections stores),
- mobile phone service, and
- internet, cable and satellite TV service.

Purchases That Are Not Eligible: Purchases from the following types of merchants are not eligible for cash back rewards:

- oil, propane, home heating companies,
- PayPal,
- warehouse clubs (including but not limited to Sam's Club and Costco),
- discount supercenters (including but not limited to Wal-Mart and Target).

Net Eligible Purchases: Net Eligible Purchases are Eligible Purchases minus any returns, disputed charges, unauthorized charges, illegal or fraudulent charges or other credits for such Purchases.

Program Restrictions: You will receive an automatic cash back rewards credit on each statement that has at least one Net Eligible Purchase. Automatic statement credits for cash back rewards will reduce the balance on your Account but will not count as payments. You will still be required to pay at least the Minimum Payment Due as shown on your billing statement each month. You WILL NOT earn cash back rewards for Purchases made while your Account is in default as defined within your Card Agreement. This Program excludes Accounts already enrolled in a different Credit One Bank cash back rewards program.

Changes: The Program may be changed (added to, modified or deleted) by us at any time, including without limitation amendments to the definition of Eligible Purchases. We will give you prior notice to the extent required by law. The current version of this Program may be found at www.CreditOneBank.com along with the Card Agreement. Any revisions may affect your ability to earn cash back rewards.

Termination: We may suspend or terminate the Program or your participation in the Program at any time without prior notice. In such event, we will evaluate your Account for any eligible cash back rewards as of the Program termination date. Provided that you meet all of the other Program Restrictions listed above at that time, you will receive a distribution of the cash back rewards earned during the current billing period in the form of a statement credit.

Limited Liability: Unless otherwise required by law, this Program, or our Card Agreement with you, we will not be liable to you or anyone making a claim on your behalf, in connection with: (1) any change or termination of the Program; (2) any loss, damage, expense or inconvenience caused by any occurrence outside of our control; (3) any taxes that you incur as a result of receiving cash back rewards, payment of which taxes will be your responsibility; (4) any merchandise or services you purchase, or for any direct, indirect or consequential damages with respect to the use of your Account. In any event, any liability that Credit One Bank may have to you in connection with the Program shall be limited to the amount of any cash back rewards you have earned in this Program. The Program and cash back rewards are void or limited where prohibited or restricted, respectively, by federal, state or local law.

Pricing Summary

Interest Rates and Interest Charges	
ANNUAL PERCENTAGE RATE (APR) for Purchases	24.40%
ANNUAL PERCENTAGE RATE (APR) for Balance Transfers	24.40%
ANNUAL PERCENTAGE RATE (APR) for Cash Advances	24.40%
Paying Interest	Your due date is at least 24 days after the close of each billing cycle. We will not charge you any interest on Purchases if you pay your entire balance by the due date each month. We will begin charging interest on Cash Advances and Balance Transfers from the posting date.
Minimum Interest Charge	If you are charged interest, the charge will be no less than \$1.00.
For Credit Card Tips from the Consumer Financial Protection Bureau	To learn more about factors to consider when applying for or using a credit card, visit the website of the Consumer Financial Protection Bureau at http:// www.consumerfinance.gov/learnmore .
Fees	
Annual Fee	\$75 for the first year. After that \$75 annually (\$6.25 per month).
Transaction Fees <ul style="list-style-type: none"> • Balance Transfer • Cash Advance • Foreign Transaction 	Either \$10 or 5% of the amount of each Balance Transfer, whichever is greater. Either \$10 or 5% of the amount of each Cash Advance, whichever is greater. Either \$1 or 3% of the amount of each purchase in U.S. dollars, whichever is greater.
Penalty Fees <ul style="list-style-type: none"> • Late Payment • Returned Payment 	Up to \$39* Up to \$39**

How We Will Calculate Your Balance: We use a method called “average daily balance (including new Purchases).” See your Card Agreement for more details.

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

***Late Payment Fee:** We will charge the maximum safe harbor amount, which is set annually in accordance with 12 C.F.R 1026.52(b)(1)(ii)(D). Currently the fee is \$28, unless you incurred a Late Payment Fee during the prior six billing cycles. If you did, the fee is currently \$39. This fee will not exceed

the related Minimum Payment that was due. We charge a Late Payment Fee to your Account if at least the Amount Due This Period (less any Late Payment Fee for the current billing cycle) plus any Past Due Amount is not received by 5:00 p.m. PT on the Payment Due Date shown on your statement.

****Returned Payment Fee:** We will charge the maximum safe harbor amount, which is set annually in accordance with 12 C.F.R 1026.52(b)(1)(ii)(D). If a payment is not honored upon first presentment, even if the payment is later honored, a Returned Payment Fee will be charged to your Account. Currently, the fee is \$28, unless you incurred a Returned Payment Fee in the prior six billing cycles. If you did, the fee is currently \$39. This fee will not exceed the related Minimum Payment that was due.

Additional Rate Information: The Purchase, Balance Transfer and Cash Advance APR corresponds to a monthly periodic rate of 2.03333%.

Minimum Payments: You may pay the entire New Balance shown on your billing statement at any time. Each billing period you must pay at least the Minimum Payment Due by the Payment Due Date shown on your billing statement. The Minimum Payment Due will be the sum of:

- 5% of your outstanding balance, rounded up to the next whole dollar, or \$30, whichever is greater;
- any Late Payment Fee for the current billing cycle;
- and any Past Due Amount (excluding any past due Late Payment Fees).

Military Lending Act Protections

Covered Borrower: A Covered Borrower is a consumer who is entitled to the Limitations on Terms of Consumer Credit Extended to Service Members and Dependents pursuant to a determination made in accordance with 32 C.F.R. 232.5(b).

Compliance with the Military Lending Act: This Agreement shall be interpreted to comply with the Military Lending Act, including its restrictions on permissible loan terms and limitations on interest and fees. As a Covered Borrower: (a) the arbitration provision shall not apply to you, (b) the Duplicate Statement Fee, the Sales Slip Request Fee, and the Replacement Card Fee shall not apply to you, and (c) any other provision of this Agreement that is inconsistent with the Military Lending Act shall not apply to you.

The Agreement

This Agreement, together with the Pricing Summary, is your contract with us.

Accepting this Agreement: You accept this Agreement when you use the Account. You may still reject this Agreement if you have not yet used the Card, used the Account, or paid a fee after receiving a billing statement. To reject the Agreement, call us at 866-515-5721 or write us at Bank Card Center, P.O. Box 95516, Las Vegas, NV 89193-5516. If you reject the Agreement, you are not responsible for any fees or charges.

Arbitration: This Agreement includes an Arbitration Provision with class action and jury trial waivers. You can reject the Arbitration Provision. See "How to REJECT this agreement to arbitrate" in the Arbitration section. If you do not, it will be part of this Agreement.

Promise to Pay: You agree to pay us for all amounts due on your Account, including credit for Purchases, Balance Transfers, and Cash Advances, as well as interest charges and fees. This includes charges made by Additional Cardholders and other Authorized Users.

Definitions

Account means the Credit One Bank card account under this Agreement.

Authorized User means any person you allow to use your Account or Card, including Additional Cardholders. If the Authorized User has been issued a Card and you want to terminate the Authorized User, you must notify us by telephone or in writing.

Balance Transfer means a transaction we designate that allows you to use your Account to pay another creditor or yourself. Balance Transfers cannot be used to pay us or our affiliates. A Balance Transfer will be subject to the terms of the Balance Transfer offer and this Agreement.

Card refers to one or more cards or access devices, including your Account number, that we give you or someone else with your authorization to get credit under this Agreement.

Cardholder refers to each person with a card issued in their name.

Cash Advance means the use of your Account to obtain funds at a financial institution or the use of a Convenience Check.

Convenience Check means a check we issue to you to take a Cash Advance. You may not use these checks to pay us or our affiliates.

Purchase means the use of the Account to obtain goods or services.

Prime Rate means the highest U.S. Prime Rate in the Money Rates section of The Wall Street Journal on the 25th day of the month, or the next day if that day is not a publication day. If The Wall Street Journal does not publish the U.S. Prime Rate, we may substitute another index.

we, us, our, and Credit One Bank refer to Credit One Bank, N.A., the issuer of your Card.

you, and your refer to each person who has applied for the Account and where appropriate, the Authorized User.

Features and Use of Your Account

Using Your Card: You may make Purchases wherever the Card is accepted. You may use the Account to obtain Cash Advances, but you may not make more than two Cash Advance transactions per day and you may not obtain more than \$200 in Cash Advances per day. You may use the Account only for personal, family, or household purposes, and if your Account is used for any other purpose you are still responsible for such use. You may not use the Account for business or commercial purposes. The Account may not be used for online or internet gambling or illegal purposes.

Your Credit Limit: We will tell you your credit limit. Keep your Account balance below your credit limit. If you do not, you must still pay us. We may designate part of your credit limit as a Cash Advance limit and part as a Balance Transfer limit. We may change your credit limit(s) at any time, without notice. You may use a portion of your credit limit for Cash Advances and Balance Transfers. Each Purchase, Cash Advance, and Balance Transfer obtained will reduce the amount of available credit under your credit limit until it is repaid. We may delay increasing your available credit by the amount of any payment that we receive for up to 12 calendar days.

Credit Limit Increase: To request a credit limit increase contact the Customer Service number on your statement. We may impose a fee for processing the request.

Credit Authorizations: We may decline to authorize a transaction for any reason. We will not be liable to you if we decline a transaction or if anyone refuses any use of your Card.

Automatic Billing: You may set up automatic billing with a merchant. You authorize us to provide an updated Account number or Card expiration date to any merchant at our discretion. Contact the merchant to stop automatic billing.

Joint Accounts: If this is a joint account, each of you is responsible individually and together for all amounts owed. Each of you is responsible even if the Account is used by only one of you. You will continue to be liable for the entire balance of the Account, even if your co-applicant is ordered by a court to pay us. You will remain liable to us if your co-applicant fails to pay as ordered by the court. Your Account status will continue to be reported to the credit reporting agencies under each of your names. The delivery of notices or billing statements to either of you serves as delivery to each of you. We may rely on instructions given by either of you. We are not liable to either of you for relying upon such instructions.

Electronic Access: Applications (apps) on electronic devices (such as mobile wallets) can store your Card and can be used to get credit under this Agreement. Such transactions are covered by this Agreement. Apps may have separate terms of use. We are not responsible if you violate those terms or for any consequences from violating those terms.

Additional Cardholder: At your request, we may, at our discretion, issue, in the name of another person, an additional Card on your Account. That person is an Additional Cardholder, as well as an Authorized User. An Additional Cardholder has access to certain Account information including balance, available credit and payment information. If you advise us that the Additional Cardholder is your spouse, information regarding the Account will be provided to consumer reporting agencies in your name as well as in the name of the Additional Cardholder. By requesting that we add an Additional Cardholder to your Account, you represent that you (1) have the consent of the Additional Cardholder to be added to the Account, (2) have provided a copy of this Agreement to the Additional Cardholder, and (3) if the Additional Cardholder is your spouse, you have told the Additional Cardholder that Credit One Bank will furnish credit information about them to the credit reporting agencies in connection with the Account. The Additional Cardholder may report the Card lost or stolen and may remove him or herself from the Account.

Interest Rates and Interest Changes

Annual Percentage Rates (APRs): See the Pricing Summary for your APRs. The APR for Balance Transfers will be the same as the APR for standard Purchases, unless a promotional rate applies.

Variable Rates: Your Pricing Summary indicates whether you have any variable APRs. Variable APRs are determined by adding to the Prime Rate the number of percentage points ("margin") specified in the Pricing Summary. Variable APRs will increase or decrease when the Prime Rate changes. The APR change will take effect beginning with billing cycles that end on or after the first day of the month after the month in which the Prime Rate changes. An increase in the APR will increase your interest charges and may increase your Minimum Payment Due.

Average Daily Balance Method (including new transactions): We calculate interest each billing cycle by first figuring the "average daily balance" for each type of balance. Standard Purchases, standard Cash Advances, standard Balance Transfers, and each promotional offer, are all types of balances.

For each type of balance, for each billing cycle, we start with the balance on the last day of your previous billing cycle. We subtract any unpaid interest. This is the beginning balance each day. Each day of the billing cycle we subtract any new payments and credits applied to that type of balance. We add any new transactions and fees for that type of balance. We add Purchases, Cash Advances, and Balance Transfers on the post date. We add transaction fees on promotional rate and non-promotional rate Balance Transfers to the same type of balance as the transaction. We add all other fees to the standard Purchase balance. This gives us the daily balance for that type of balance, except that if the daily balance is negative, we treat it as zero. We then add up all of the daily balances and divide by the number of days in the billing cycle. This gives us the "average daily balance" for that type of balance. We multiply the average daily balance by the applicable monthly periodic rate (the APR divided by 12). This gives us the interest charged for that type of balance for that billing cycle. This interest is included in the Account balance on the last day of the billing cycle. The results for all types of balances are then added together to determine the total interest charged that billing cycle.

When Interest Begins: We begin to impose interest on a transaction or fee from the day we add it to the daily balance. We continue to impose interest until you pay the total amount you owe us. You can avoid paying interest on Purchases as described below. However, you cannot avoid paying interest on Balance Transfers or Cash Advances.

How to Avoid Paying Interest on Purchases ("Grace Period"): If you pay the New Balance on your billing statement by the Payment Due Date shown on that billing statement, we will not impose interest on new Purchases paid by the Payment Due Date on your current billing statement. The Payment Due Date will be at least 24 days after the close of the billing cycle. If you have been paying your Account balance in full and thereby avoiding interest on Purchases, but then do not pay the next New Statement Balance in full by the Payment Due Date, in that billing cycle we will start charging interest on the unpaid portion of your balance.

Fees

See the Pricing Summary for additional Fee information.

Annual Fee: If your Account is subject to an Annual Fee, the amount and when it is billed is shown on the Pricing Summary. The Annual Fee is billed to the Account until the Account is closed and the outstanding balance is paid in full. The Annual Fee is refundable as long as you cancel your Account and have not used your card for any Purchases, Cash Advances, or Balance Transfers and you have not made a payment.

Credit Limit Increase Fee: If a fee is imposed for processing a Credit Limit increase request, we will tell you the amount of the fee at the time of your request and before you agree to it.

Transaction Fee for Balance Transfers: The transaction fee for Balance Transfers will be the same as the transaction fee for Cash Advances, unless a promotional fee applies.

Foreign Transaction Fee: We add this fee for each purchase made outside the U.S. (A purchase is made outside the U.S. unless it is made with a U.S. merchant, processed completely in the U.S., and in U.S. dollars.) The fee is a percentage of the U.S. dollar amount of the purchase.

Optional Express Payment Service Fee: If a representative of ours helps expedite your payment, we may impose an Express Payment fee. You will be informed of the amount of the fee before you complete the transaction.

Duplicate Statement Fee: If you request a duplicate copy of a monthly statement, for any purpose other than to assert a billing error, you will be charged a fee of up to \$10 for each statement copy requested.

Sales Slip Request Fee: If you request a copy of a sales slip, for any purpose other than to resolve a dispute about the charges on your Account, you will be charged a fee of \$6 for each sales slip copy requested.

Replacement Card Fee: If you request a replacement card, a Replacement Card Fee of up to \$25 may be charged to your Account.

Payments

Minimum Payment Due: See the Pricing Summary for the minimum payment requirements.

Small Balances: As it is uneconomical for both you and us to process payments or maintain credits that are \$1 or less in amount, you agree as follows: (1) In any billing cycle in which you have had no transactions and your New Balance on the billing date is \$1 or less, the balance will be rounded to zero and you will not receive a bill for this amount. (2) In the event that you have a credit balance of \$1 or less for two consecutive billing cycles, the balance will be rounded to zero and you will not receive a refund of this amount.

Payment Instructions: You must pay us in U.S. dollars, in funds on deposit in the U.S. We credit your payments in accordance with the terms contained on your billing statement. If you mail your payment to an address other than the address designated on your billing statement, there may be a delay in processing and crediting the payment to your Account.

Irregular Payments: Any payment submitted in offer of settlement of a disputed debt, including any item containing a notation such as "paid in full," and any other item with a restrictive endorsement, must be sent to: Credit One Bank, P.O. Box 95516, Las Vegas, NV 89193-5516. We can accept late payments, partial payments, and checks or other items with restrictive endorsements at any other address without losing any of our rights under this Agreement.

Postdated Checks: You agree that we need not examine any payment check to confirm that it is not postdated and that we may deposit any postdated check on the day we receive it.

Payment Allocation: We apply payments up to the Minimum Payment Due and credits at our discretion, which may result in balances at lower APRs being paid first and higher interest charges. Payments over the Minimum Payment Due will be applied to balances with higher APRs first.

Collecting, Sharing, and Updating Information

Customer Privacy: We send you our Privacy Policy when you open your Account and thereafter in accordance with applicable law. It summarizes the personal information we collect; how we safeguard its confidentiality and security; when it may be shared with others; and how you can limit our sharing of this information. You accept the terms of our Privacy Policy when you use the Account. Contact us or visit CreditOne.com if you would like a copy.

Information About You: You authorize us to obtain and/or use information about you from third parties and credit reporting agencies to: (1) verify your identity and/or conduct investigative inquiries; (2) determine your income and credit eligibility; (3) review your Account and provide renewal of credit; (4) verify your current credit standing in order to present future credit limit increases or decreases; (5) qualify you for and present additional lines of credit or other offers; and (6) collect amounts owing on your Account. Upon request, we will tell you the name and address of any credit reporting agency that provided us with information concerning you.

Furnishing Information: We may furnish information concerning your Account or credit file to consumer reporting agencies and others who may properly receive that information. If you believe that information we furnished is inaccurate or incomplete, please write us at Credit One Bank, P. O. Box 98873, Las Vegas, NV 89193-8873. Please include your name, address, home phone number and Account number.

Telephone Calls, Text Messages and Emails Regarding Your Account: You are providing express written permission and consent authorizing Credit One Bank and our agents, servicers, contractors, subsidiaries, affiliates, officers, and other partners and employees to contact you at any phone number (including mobile, cellular/wireless, or similar devices) or email address you provide at any time, for any lawful purpose. The ways in which we may contact you include live operator, automatic telephone dialing systems (auto-dialer), prerecorded and artificial voice message, text/SMS message or email. Phone numbers and email addresses you provide include those you give to us, those from which you, or someone acting on your behalf, contact us or which we obtain through other means. If you provide a phone number for which you are not the owner, you confirm you are authorized to provide that number. Such lawful purposes include, but are not limited to: obtaining information; activation of the card for verification and identification purposes; account transactions or servicing related matters; suspected fraud or identity theft; collection on the Account; and providing information about special products and services. You agree to pay any fee(s) or charge(s) that you may incur for incoming communications from us or outgoing communications to us, to or from any such number or email address, without reimbursement from us.

Communication Revocation: You may revoke your authorization for most communications. However, you cannot revoke authorization for fraud related communications or legally required communications. To change your communication preferences or to revoke consent you must write us. Please:

- include your name, mailing address, and the last four digits of your Account number;

- specify whether you are changing your preferences regarding mail, telephone calls, emails, and/or text or SMS messages;
- provide the specific phone number(s) and/or email address for which you are requesting communications to cease;
- send this written notice to: Credit One Bank, P.O. Box 98873, Las Vegas, NV 89193-8873.

Certain communication preferences can be changed on-line. Please log in to your Account to see if that option is available.

Telephone Monitoring: You agree that we (and our servicers, agents and contractors) may monitor and record any calls between you and us.

Updating Your Phone Number: Notify us immediately if you change mobile or cell phone numbers or plan to give your phone to someone else. It is your responsibility to provide us with a true, accurate and complete mobile number and to maintain and update promptly any changes in this information. You can update your mobile number by calling us at the phone number on the back of your Card.

Indemnification: If you provide telephone number(s) for which you are not the subscriber, or fail to notify us when you cease to be the subscriber for a telephone number you previously gave us, you agree to indemnify us, our subsidiaries, affiliates, officers, agents, servicers, contractors, and other partners and employees for any costs and expenses, including reasonable attorneys' fees, incurred as a result of us contacting or attempting to contact you at the number(s). Your obligation under this paragraph shall survive termination of the Agreement.

Account Closure

Default: You are in default under this Agreement if (1) bankruptcy or another insolvency proceeding is filed by or against you; (2) we reasonably believe you are unable or unwilling to repay us; (3) you die or are legally incompetent or incapacitated; (4) you fail to comply with the terms of this Agreement, including failing to make a required payment when due, exceeding your credit limit or using your Card or Account for an illegal transaction; (5) you give us misleading, false, incomplete or incorrect information or fail to give us any information we deem necessary; or (6) if you no longer permanently reside in one of the 50 states or the District of Columbia. If you are in default, we may declare the entire Account balance immediately due and payable without advance notice.

Collection Costs: If we use an attorney to collect your Account, we may charge you our legal costs as permitted by law. These include reasonable attorneys' fees, court or other collection costs, and fees and costs of any appeal.

Closing Your Account: You may close your Account at any time. You will remain responsible for any amount you owe us under this Agreement. Any joint Cardholder may cancel a joint Account. However, both of you will remain responsible for paying all amounts owed. If your Account is subject to an Annual Fee, the fee will continue to be charged until you pay your outstanding balance in full.

We may cancel, suspend or not renew your Card, Account, or access to the credit line at any time and for any reason without notice. If your Account is closed by us, the Annual Fee will continue to be charged until you pay your outstanding balance in full.

However, when your Account is closed, if there is: (1) a debit balance of \$1 or less, that balance will be rounded to zero and you will not be required to pay this amount; or (2) a credit balance of \$1 or less, that balance will be rounded to zero and this amount will not be refunded to you. The rounding to zero may occur after your closing statement cycles, and you may not receive a statement reflecting the rounding.

Arbitration Agreement

PLEASE READ CAREFULLY—IMPORTANT—AFFECTS YOUR LEGAL RIGHTS

This agreement to arbitrate provides that you or we can require controversies or disputes between us to be resolved by BINDING ARBITRATION. You have the right to REJECT this agreement to arbitrate by using the procedure explained below.

If you do not reject this agreement to arbitrate, you GIVE UP YOUR RIGHT TO GO TO COURT and controversies or disputes between us will be resolved by a NEUTRAL ARBITRATOR INSTEAD OF A JUDGE OR JURY, using rules that are simpler and more limited than in a court. Arbitrator decisions are subject to VERY LIMITED REVIEW BY A COURT. Arbitration will proceed INDIVIDUALLY— CLASS ACTIONS AND SIMILAR PROCEDURES WILL NOT BE AVAILABLE TO YOU.

Agreement to Arbitrate: You and we agree that either you or we may, without the other's consent, require that controversies or disputes between you and us (all of which are called "Claims"), be submitted to mandatory, binding arbitration. This agreement to arbitrate is made pursuant to a transaction involving interstate commerce, and shall be governed by, and enforceable under, the Federal Arbitration Act (the "FAA"), 9 U.S.C. §1 et seq., and (to the extent State law is applicable), the laws of the State of Nevada.

For purposes of this agreement to arbitrate, "you" includes you, any co-applicant, any Authorized User (including Additional Cardholders), or anyone else connected with you or claiming through you; and "we" or "us" includes Credit One Bank, N.A., all of its parents, subsidiaries, affiliates, successors,

predecessors, employees, and related persons or entities, and all third parties who are regarded as agents or representatives of us in connection with the subject matter of the claim or dispute at issue.

Covered Claims: Claims subject to arbitration include, but are not limited to, any controversies or disputes arising from or relating in any way to your Account; any transactions involving your Account; any disclosures made to you concerning your Account; any interest, charges, or fees assessed on your Account; any service(s) or programs related to your Account; and, if permitted by the rules of the arbitration forum, any collection of debt related to your Account. Claims also include controversies or disputes arising from or relating in any way to advertising, solicitations, or any application for, approval of, or establishment of your Account. Claims subject to arbitration include any controversies or disputes based on any theory of law, whether contract, tort, statute, regulation, common law, or equity, or whether they seek legal or equitable remedies. All Claims are subject to arbitration whether they arose in the past, may currently exist, or may arise in the future. Arbitration will apply even if your Account is closed, you pay us in full any outstanding debt you owe, or you file for bankruptcy. Also, controversies or disputes about the validity, enforceability, coverage, meaning, or scope of this agreement to arbitrate or any part thereof are subject to arbitration and are for the arbitrator to decide. Any questions about what Claims are subject to arbitration shall be resolved by interpreting this agreement to arbitrate in the broadest way the law will allow it to be enforced.

Claims Not Covered: Claims (whether brought initially or by counter or cross-claim) are not subject to arbitration if they are filed by you or us in a small claims court, so long as the case remains in such court and only individual claims for relief are advanced in the case.

No Class Arbitration or Consolidation or Joinder of Parties: Class actions and other similar procedures in which individuals seek to represent similarly situated individuals or seek relief on behalf of the general public, and consolidation or joinder of Claims (except for claimants on the same account), are NOT available under this agreement to arbitrate. Claims in arbitration will proceed on an INDIVIDUAL basis only:

UNLESS YOU REJECT THIS AGREEMENT TO ARBITRATE, YOU AND WE WAIVE THE RIGHT TO ASSERT OR PARTICIPATE
IN A CLASS ACTION OR ANY REPRESENTATIVE OR CONSOLIDATED PROCEEDING IN COURT OR IN ARBITRATION.

The arbitrator shall have no authority to entertain any Claim as a class action or private attorney general action or on any other similar representative basis, nor shall the arbitrator have any authority to consolidate or join Claims brought by separate claimants (except for claimants on the same account). This also means that the arbitrator shall have no authority to make any award for the benefit of, or against, any person other than the individual who is the named party.[†]

†Notice to California Account Holders: This agreement to arbitrate shall not be construed to prevent you from seeking in the arbitration the remedy of public injunctive relief if (a) you reside in California, (b) you resided in California at the time you entered into this agreement to arbitrate, or (iii) the billing address for your Account is a California address (hereafter, "California Account Holder").

Initiation of Arbitration: The arbitration shall be administered by the American Arbitration Association ("AAA") before a single arbitrator under the AAA's Consumer Arbitration Rules, or by a mutually agreeable administrator, before a single arbitrator, as modified by this arbitration provision. Information about the arbitration process for AAA can be obtained from the AAA at www.adr.org. The arbitrator shall be selected from the AAA (or mutually agreeable administrator) panel of neutrals then active on the roster maintained by the AAA (or mutually agreeable administrator) office located in the city of or nearest to your billing address and, unless otherwise mutually agreed, the arbitrator shall be a retired federal judge, a retired state appellate judge, a retired state trial judge, or a lawyer with at least 15 years of experience in that order of preference. In the event that the AAA or mutually agreeable administrator is unable or unwilling to handle the Claim for any reason, then the matter shall be arbitrated instead by a neutral arbitrator selected by agreement of the parties (or, if the parties cannot agree, selected by a court in accordance with the FAA).

Arbitration Procedures and Applicable Law; Offer of Settlement: Unlike a lawsuit in state or federal court, arbitration is conducted by a private organization that specializes in alternative dispute resolution. Disputes in arbitration are decided by a neutral arbitrator instead of a judge or jury. You may represent yourself in arbitration, or you may be represented by a lawyer.

Under this agreement to arbitrate, a single arbitrator designated by the arbitration administrator will decide the Claim under applicable law. The arbitrator is bound by the terms of this agreement to arbitrate. The AAA or mutually agreeable administrator will apply its code of procedures in effect at the time the arbitration claim is filed. If there is a conflict between that code of procedures and this arbitration provision and/or any sections of this Card Agreement, this arbitration provision and/or this Card Agreement will control. The arbitrator will honor all claims of privilege recognized by law. Subject to the prohibition on class, representative, and consolidation procedures set forth above, the arbitrator will have the power to award to a party any damages or other relief (including relief in equity) provided for under applicable law. That is, a party will be entitled to recover in arbitration any damages or other relief that it could recover if it prevailed in a court proceeding. An arbitrator's award shall consist of a written statement setting forth the disposition of each Claim. At the request of any party, the arbitrator shall also set forth a written explanation of the essential findings and conclusions on which the award is based. An arbitration award shall decide the rights and obligations only of the parties named in the arbitration, and shall not have any bearing on another person or dispute.

If your Claim is for \$10,000 or less, you may choose whether the arbitration will be conducted solely on the basis of documents, in a telephonic hearing, or in an in-person hearing.

Any in-person hearing will take place in the federal judicial district that includes your billing address at the time the Claim is filed, unless the parties agree to a different place.

The Arbitrator's Decision: The arbitrator's decision will be final and binding on the parties. A party can file a written appeal to the arbitration administrator within thirty (30) days after an award is issued. The appeal will proceed before a panel of three neutral arbitrators designated by the same arbitration administrator. The panel will decide anew all factual and legal issues, following the same rules of procedure, by majority vote any aspect of the original decision objected to. The costs of such an appeal will be borne in accordance with the below paragraph entitled "Fees and Costs". Any review by a court shall be governed by the Federal Arbitration Act. Any final arbitration award will be binding on the named parties and enforceable by any court having jurisdiction.

Fees and Costs: We will pay any costs that are required to be paid by us under the arbitration administrator's rules of procedure. If you file the arbitration, you will pay your share of the initial filing fee, unless you seek and qualify for a fee waiver under the applicable rules of the arbitration administrator. The party filing an appeal shall be responsible for all filing fees and costs of the appeal unless prohibited by administrator's rules of procedure. All parties are responsible for their own attorney's fees, expert fees and any other expenses, unless the arbitrator awards such fees or expenses to you or us if allowed by applicable law.

Other Parties Subject to this Agreement to Arbitrate: In addition to you and us, the rights and duties described in this agreement to arbitrate apply to: any third party co-defendant of a claim subject to this arbitration provision; all joint account holders, Additional Cardholders, and Authorized Users of your Account(s).

How to REJECT this Agreement to Arbitrate: You can reject this agreement to arbitrate but only if we receive from you a written notice of rejection within 45 days after it was first provided to you. To reject this agreement to arbitrate you must send the notice of rejection to: Credit One Bank, Attention: Arbitration Opt Out, P. O. Box 98873, Las Vegas, NV 89193-8873. Rejection notices sent to any other address will not be accepted or effective. If you decide to reject this agreement to arbitrate in writing, your notice must state that you reject this agreement to arbitrate and include your name, address, account number, and personal signature. Rejection of arbitration will not affect your other rights or responsibilities under this Card Agreement.

Survival, Severability, and Amendment of Terms:

Survival. This agreement to arbitrate shall survive changes in the Agreement and termination of the Account or the relationship between you and us, including the bankruptcy of any party and any transfer or sale of your Account, or amounts owed on your Account, to another person or entity.

Severability. If any part or parts of your agreement to arbitrate are declared unenforceable, then such specific part or parts shall be of no force or effect and shall be severed, but the remainder of this agreement to arbitrate shall continue in full force and effect. If, however, the entire agreement to arbitrate or your waiver of the right to bring or participate in a class or representative action or in consolidation procedures is unenforceable, then the agreement to arbitrate shall be of no force or effect. Notwithstanding the preceding sentence, with respect to California Account Holders, if arbitration is unenforceable, in whole or in part, you and we agree to resolve any Claim by a judicial reference proceeding as described above.

Amendment in Writing Only. This agreement to arbitrate may not be amended, severed, or waived, except as expressly provided in the Agreement or in a written agreement between you and us.

Other Information

Transactions in Foreign Currencies: If you make a transaction at a merchant that settles in a currency other than U.S. dollars, Mastercard International Incorporated or Visa Incorporated will convert that charge into a U.S. Dollar amount. That conversion will be done at a rate selected by Mastercard or Visa from the range of rates available in wholesale currency markets for the applicable central processing date, which rate may vary from the rate Mastercard or Visa itself receives, or the government-mandated rate in effect for the applicable central processing date. The currency conversion rate used on the processing date may differ from the rate that would have been used on the purchase date or on the date the transaction is posted to your Account. You agree to pay the converted amount, including any charges for the conversion that may be imposed as described above.

Changes to Your Agreement: The rates, fees and terms of this Agreement may change and we may add or delete any term to this Agreement, consistent with applicable law. We will give you advance written notice of these changes and a right to reject the change, if required by law.

Unauthorized Use: Notify us immediately if your Card is lost or stolen or you suspect that someone is using your Card or Account without your permission.

Assignment: We may assign any or all of our rights and obligations under this Agreement. You may not assign any of your rights or obligations under this Agreement.

No Waiver: We will not lose our rights under this Agreement because we delay or do not enforce them.

Governing Law: This Agreement is governed by and interpreted in accordance with the laws applicable to national banks, and, where no such laws apply, by the laws of the State of Nevada, excluding the conflicts of law provisions thereof, regardless of your state of residence.

Conformance with Law; Severability: If any part of this Agreement conflicts with applicable law, that provision will be considered modified to conform to applicable law. If any part of this Agreement is invalid, the rest shall remain in effect, except as otherwise noted in the Arbitration Provision.

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 the Billing Inquiries address on the statement.

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 \$50.00 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 \$50.00. (Note: Neither of these are necessary if your purchase was based on an advertisement we mailed to you, or if we own or operate 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 the Billing Inquiries address shown on your statement.

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

Cash Back Rewards Program Supplement

This Supplement describes the terms and conditions of the Credit One Cash Back Rewards Program ("Program") and supplements the Card Agreement that governs your credit card account issued by Credit One Bank, N.A. (the "Account"). By using the Account, you agree to participate in the Program. Your participation is subject to the terms of the Card Agreement, including the arbitration provision, if applicable, and this Supplement. In the event of a conflict between the Card Agreement and this Supplement, with respect to matters relating to the Program, this Supplement controls.

Earning Cash Back Rewards: You earn cash back rewards in the form of an automatic statement credit equal to 1% of Net Eligible Purchases (as defined below) made with your Account. You do not earn cash back rewards on Cash Advances, Balance Transfers, interest, fees, and other charges. We will post a statement credit to your Account within seven days after the end of the month based on the Net Eligible Purchases made with your Account from the 27th of the previous month to the 26th of the current month. If your Account is in default, as defined in your Card Agreement, at the time the credit is to be posted, you WILL NOT receive the credit. Cash back rewards have no cash value.

Merchant Categories: Merchants who accept Visa/Mastercard credit cards are assigned a merchant code, which is determined by the merchant or its processor in accordance with Visa/ Mastercard procedures based on the kinds of products and services they primarily sell. We group similar merchant codes into Eligible Purchase categories for purposes of making cash back rewards offers to you. Please note:

- We make every effort to include all relevant merchant codes in our cash back rewards categories. However, even though a merchant or some of the items that it sells may appear to fit within a cash back rewards category, the merchant may not have a merchant code in that category. When this occurs, Purchases with that merchant won't qualify for cash back rewards offers on Purchases in that category.
- Although a merchant or the items that it sells may appear to fit the reward categories, the merchant may not have or use an eligible Code. Purchases made without an eligible code WILL NOT qualify for cash back rewards. A merchant with more than one location may submit Purchases using different codes, including codes that are not eligible under this Program. This means that Purchases from the same merchant at a different location may result in no reward.
- Purchases submitted by you, an authorized user, or the merchant through third-party payment accounts, mobile or wireless card readers, online or mobile digital wallets, or similar technology will not qualify in a cash back rewards category if the technology is not set up to process the purchase in that cash back rewards category.

Eligible Purchases: Eligible Purchases are Purchases from merchants in the following categories:

- gasoline,
- grocery (grocery Purchases do not include Purchases at superstores, at stores that sell groceries and other products like drugstores and convenience stores; or at smaller stores like bakeries, candy, nut or confection stores),
- mobile phone service, and
- internet, cable and satellite TV service.

Purchases That Are Not Eligible: Purchases from the following types of merchants are not eligible for cash back rewards:

- oil, propane, home heating companies,
- PayPal,
- warehouse clubs (including but not limited to Sam's Club and Costco),
- discount supercenters (including but not limited to Wal-Mart and Target).

Net Eligible Purchases: Net Eligible Purchases are Eligible Purchases minus any returns, disputed charges, unauthorized charges, illegal or fraudulent charges or other credits for such Purchases.

Program Restrictions: You will receive an automatic cash back rewards credit on each statement that has at least one Net Eligible Purchase. Automatic statement credits for cash back rewards will reduce the balance on your Account but will not count as payments. You will still be required to pay at least the Minimum Payment Due as shown on your billing statement each month. You WILL NOT earn cash back rewards for Purchases made while your Account is in default as defined within your Card Agreement. This Program excludes Accounts already enrolled in a different Credit One cash back rewards program.

Changes: The Program may be changed (added to, modified or deleted) by us at any time, including without limitation amendments to the definition of Eligible Purchases. We will give you prior notice to the extent required by law. The current version of this Program may be found at www.CreditOneBank.com along with the Card Agreement. Any revisions may affect your ability to earn cash back rewards.

Termination: We may suspend or terminate the Program or your participation in the Program at any time without prior notice. In such event, we will evaluate your Account for any eligible cash back rewards as of the Program termination date. Provided that you meet all of the other Program Restrictions listed above at that time, you will receive a distribution of the cash back rewards earned during the current billing period in the form of a statement credit.

Limited Liability: Unless otherwise required by law, this Program, or our Card Agreement with you, we will not be liable to you or anyone making a claim on your behalf, in connection with: (1) any change or termination of the Program; (2) any loss, damage, expense or inconvenience caused by any occurrence outside of our control; (3) any taxes that you incur as a result of receiving cash back rewards, payment of which taxes will be your responsibility; (4) any merchandise or services you purchase, or for any direct, indirect or consequential damages with respect to the use of your Account. In any event, any liability that Credit One may have to you in connection with the Program shall be limited to the amount of any cash back rewards you have earned in this Program. The Program and cash back rewards are void or limited where prohibited or restricted, respectively, by federal, state or local law.

Pricing Summary

Interest Rates and Interest Charges	
ANNUAL PERCENTAGE RATE (APR) for Purchases	24.40%
ANNUAL PERCENTAGE RATE (APR) for Balance Transfers	24.40%
ANNUAL PERCENTAGE RATE (APR) for Cash Advances	24.40%
Paying Interest	Your due date is at least 24 days after the close of each billing cycle. We will not charge you any interest on Purchases if you pay your entire balance by the due date each month. We will begin charging interest on Cash Advances and Balance Transfers from the posting date.
Minimum Interest Charge	If you are charged interest, the charge will be no less than \$1.00.
For Credit Card Tips from the Consumer Financial Protection Bureau	To learn more about factors to consider when applying for or using a credit card, visit the website of the Consumer Financial Protection Bureau at http:// www.consumerfinance.gov/learnmore .
Fees	
Annual Fee	\$39
Transaction Fees • Balance Transfer • Cash Advance • Foreign Transaction	Either \$10 or 5% of the amount of each Balance Transfer, whichever is greater. Either \$10 or 5% of the amount of each Cash Advance, whichever is greater. Either \$1 or 3% of the amount of each purchase in U.S. dollars, whichever is greater.
Penalty Fees • Late Payment • Returned Payment	Up to \$39* Up to \$39**

How We Will Calculate Your Balance: We use a method called “average daily balance (including new Purchases).” See your Card Agreement for more details.

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

***Late Payment Fee:** We will charge the maximum safe harbor amount, which is set annually in accordance with 12 C.F.R 1026.52(b)(1)(ii)(D). Currently the fee is \$28, unless you incurred a Late Payment Fee during the prior six billing cycles. If you did, the fee is currently \$39. This fee will not exceed

the related Minimum Payment that was due. We charge a Late Payment Fee to your Account if at least the Amount Due This Period (less any Late Payment Fee for the current billing cycle) plus any Past Due Amount is not received by 5:00 p.m. PT on the Payment Due Date shown on your statement.

****Returned Payment Fee:** We will charge the maximum safe harbor amount, which is set annually in accordance with 12 C.F.R. 1026.52(b)(1)(ii)(D). If a payment is not honored upon first presentment, even if the payment is later honored, a Returned Payment Fee will be charged to your Account. Currently, the fee is \$28, unless you incurred a Returned Payment Fee in the prior six billing cycles. If you did, the fee is currently \$39. This fee will not exceed the related Minimum Payment that was due.

Additional Rate Information: The Purchase, Balance Transfer and Cash Advance APR corresponds to a monthly periodic rate of 2.03333%.

Minimum Payments: You may pay the entire New Balance shown on your billing statement at any time. Each billing period you must pay at least the Minimum Payment Due by the Payment Due Date shown on your billing statement. The Minimum Payment Due will be the sum of:

- 5% of your outstanding balance, rounded up to the next whole dollar, or \$30, whichever is greater;
- any Late Payment Fee for the current billing cycle;
- and any Past Due Amount (excluding any past due Late Payment Fees).

Military Lending Act Protections

Covered Borrower: A Covered Borrower is a consumer who is entitled to the Limitations on Terms of Consumer Credit Extended to Service Members and Dependents pursuant to a determination made in accordance with 32 C.F.R. 232.5(b).

Compliance with the Military Lending Act: This Agreement shall be interpreted to comply with the Military Lending Act, including its restrictions on permissible loan terms and limitations on interest and fees. As a Covered Borrower: (a) the arbitration provision shall not apply to you, (b) the Duplicate Statement Fee, the Sales Slip Request Fee, and the Replacement Card Fee shall not apply to you, and (c) any other provision of this Agreement that is inconsistent with the Military Lending Act shall not apply to you.

The Agreement

This Agreement, together with the Pricing Summary, is your contract with us.

Accepting this Agreement: You accept this Agreement when you use the Account. You may still reject this Agreement if you have not yet used the Card, used the Account, or paid a fee after receiving a billing statement. To reject the Agreement, call us at 866-515-5721 or write us at Bank Card Center, P.O. Box 95516, Las Vegas, NV 89193-5516. If you reject the Agreement, you are not responsible for any fees or charges.

Arbitration: This Agreement includes an Arbitration Provision with class action and jury trial waivers. You can reject the Arbitration Provision. See "How to REJECT this agreement to arbitrate" in the Arbitration section. If you do not, it will be part of this Agreement.

Promise to Pay: You agree to pay us for all amounts due on your Account, including credit for Purchases, Balance Transfers, and Cash Advances, as well as interest charges and fees. This includes charges made by Additional Cardholders and other Authorized Users.

Definitions

Account means the Credit One Bank card account under this Agreement.

Authorized User means any person you allow to use your Account or Card, including Additional Cardholders. If the Authorized User has been issued a Card and you want to terminate the Authorized User, you must notify us by telephone or in writing.

Balance Transfer means a transaction we designate that allows you to use your Account to pay another creditor or yourself. Balance Transfers cannot be used to pay us or our affiliates. A Balance Transfer will be subject to the terms of the Balance Transfer offer and this Agreement.

Card refers to one or more cards or access devices, including your Account number, that we give you or someone else with your authorization to get credit under this Agreement.

Cardholder refers to each person with a card issued in their name.

Cash Advance means the use of your Account to obtain funds at a financial institution or the use of a Convenience Check.

Convenience Check means a check we issue to you to take a Cash Advance. You may not use these checks to pay us or our affiliates.

Purchase means the use of the Account to obtain goods or services.

Prime Rate means the highest U.S. Prime Rate in the Money Rates section of The Wall Street Journal on the 25th day of the month, or the next day if that day is not a publication day. If The Wall Street Journal does not publish the U.S. Prime Rate, we may substitute another index.

we, us, our, and Credit One Bank refer to Credit One Bank, N.A., the issuer of your Card.

you, and your refer to each person who has applied for the Account and where appropriate, the Authorized User.

Features and Use of Your Account

Using Your Card: You may make Purchases wherever the Card is accepted. You may use the Account to obtain Cash Advances, but you may not make more than two Cash Advance transactions per day and you may not obtain more than \$200 in Cash Advances per day. You may use the Account only for personal, family, or household purposes, and if your Account is used for any other purpose you are still responsible for such use. You may not use the Account for business or commercial purposes. The Account may not be used for online or internet gambling or illegal purposes.

Your Credit Limit: We will tell you your credit limit. Keep your Account balance below your credit limit. If you do not, you must still pay us. We may designate part of your credit limit as a Cash Advance limit and part as a Balance Transfer limit. We may change your credit limit(s) at any time, without notice. You may use a portion of your credit limit for Cash Advances and Balance Transfers. Each Purchase, Cash Advance, and Balance Transfer obtained will reduce the amount of available credit under your credit limit until it is repaid. We may delay increasing your available credit by the amount of any payment that we receive for up to 12 calendar days.

Credit Limit Increase: To request a credit limit increase contact the Customer Service number on your statement. We may impose a fee for processing the request.

Credit Authorizations: We may decline to authorize a transaction for any reason. We will not be liable to you if we decline a transaction or if anyone refuses any use of your Card.

Automatic Billing: You may set up automatic billing with a merchant. You authorize us to provide an updated Account number or Card expiration date to any merchant at our discretion. Contact the merchant to stop automatic billing.

Joint Accounts: If this is a joint account, each of you is responsible individually and together for all amounts owed. Each of you is responsible even if the Account is used by only one of you. You will continue to be liable for the entire balance of the Account, even if your co-applicant is ordered by a court to pay us. You will remain liable to us if your co-applicant fails to pay as ordered by the court. Your Account status will continue to be reported to the credit reporting agencies under each of your names. The delivery of notices or billing statements to either of you serves as delivery to each of you. We may rely on instructions given by either of you. We are not liable to either of you for relying upon such instructions.

Electronic Access: Applications (apps) on electronic devices (such as mobile wallets) can store your Card and can be used to get credit under this Agreement. Such transactions are covered by this Agreement. Apps may have separate terms of use. We are not responsible if you violate those terms or for any consequences from violating those terms.

Additional Cardholder: At your request, we may, at our discretion, issue, in the name of another person, an additional Card on your Account. That person is an Additional Cardholder, as well as an Authorized User. An Additional Cardholder has access to certain Account information including balance, available credit and payment information. If you advise us that the Additional Cardholder is your spouse, information regarding the Account will be provided to consumer reporting agencies in your name as well as in the name of the Additional Cardholder. By requesting that we add an Additional Cardholder to your Account, you represent that you (1) have the consent of the Additional Cardholder to be added to the Account, (2) have provided a copy of this Agreement to the Additional Cardholder, and (3) if the Additional Cardholder is your spouse, you have told the Additional Cardholder that Credit One Bank will furnish credit information about them to the credit reporting agencies in connection with the Account. The Additional Cardholder may report the Card lost or stolen and may remove him or herself from the Account.

Interest Rates and Interest Changes

Annual Percentage Rates (APRs): See the Pricing Summary for your APRs. The APR for Balance Transfers will be the same as the APR for standard Purchases, unless a promotional rate applies.

Variable Rates: Your Pricing Summary indicates whether you have any variable APRs. Variable APRs are determined by adding to the Prime Rate the number of percentage points ("margin") specified in the Pricing Summary. Variable APRs will increase or decrease when the Prime Rate changes. The APR change will take effect beginning with billing cycles that end on or after the first day of the month after the month in which the Prime Rate changes. An increase in the APR will increase your interest charges and may increase your Minimum Payment Due.

Average Daily Balance Method (including new transactions): We calculate interest each billing cycle by first figuring the "average daily balance" for each type of balance. Standard Purchases, standard Cash Advances, standard Balance Transfers, and each promotional offer, are all types of balances.

For each type of balance, for each billing cycle, we start with the balance on the last day of your previous billing cycle. We subtract any unpaid interest. This is the beginning balance each day. Each day of the billing cycle we subtract any new payments and credits applied to that type of balance. We add any new transactions and fees for that type of balance. We add Purchases, Cash Advances, and Balance Transfers on the post date. We add transaction fees on promotional rate and non-promotional rate Balance Transfers to the same type of balance as the transaction. We add all other fees to the standard Purchase balance. This gives us the daily balance for that type of balance, except that if the daily balance is negative, we treat it as zero. We then add up all of the daily balances and divide by the number of days in the billing cycle. This gives us the "average daily balance" for that type of balance. We multiply the average daily balance by the applicable monthly periodic rate (the APR divided by 12). This gives us the interest charged for that type of balance for that billing cycle. This interest is included in the Account balance on the last day of the billing cycle. The results for all types of balances are then added together to determine the total interest charged that billing cycle.

When Interest Begins: We begin to impose interest on a transaction or fee from the day we add it to the daily balance. We continue to impose interest until you pay the total amount you owe us. You can avoid paying interest on Purchases as described below. However, you cannot avoid paying interest on Balance Transfers or Cash Advances.

How to Avoid Paying Interest on Purchases ("Grace Period"): If you pay the New Balance on your billing statement by the Payment Due Date shown on that billing statement, we will not impose interest on new Purchases paid by the Payment Due Date on your current billing statement. The Payment Due Date will be at least 24 days after the close of the billing cycle. If you have been paying your Account balance in full and thereby avoiding interest on Purchases, but then do not pay the next New Statement Balance in full by the Payment Due Date, in that billing cycle we will start charging interest on the unpaid portion of your balance.

Fees

See the Pricing Summary for additional Fee information.

Annual Fee: If your Account is subject to an Annual Fee, the amount and when it is billed is shown on the Pricing Summary. The Annual Fee is billed to the Account until the Account is closed and the outstanding balance is paid in full. The Annual Fee is refundable as long as you cancel your Account and have not used your card for any Purchases, Cash Advances, or Balance Transfers and you have not made a payment.

Credit Limit Increase Fee: If a fee is imposed for processing a Credit Limit increase request, we will tell you the amount of the fee at the time of your request and before you agree to it.

Transaction Fee for Balance Transfers: The transaction fee for Balance Transfers will be the same as the transaction fee for Cash Advances, unless a promotional fee applies.

Foreign Transaction Fee: We add this fee for each purchase made outside the U.S. (A purchase is made outside the U.S. unless it is made with a U.S. merchant, processed completely in the U.S., and in U.S. dollars.) The fee is a percentage of the U.S. dollar amount of the purchase.

Optional Express Payment Service Fee: If a representative of ours helps expedite your payment, we may impose an Express Payment fee. You will be informed of the amount of the fee before you complete the transaction.

Duplicate Statement Fee: If you request a duplicate copy of a monthly statement, for any purpose other than to assert a billing error, you will be charged a fee of up to \$10 for each statement copy requested.

Sales Slip Request Fee: If you request a copy of a sales slip, for any purpose other than to resolve a dispute about the charges on your Account, you will be charged a fee of \$6 for each sales slip copy requested.

Replacement Card Fee: If you request a replacement card, a Replacement Card Fee of up to \$25 may be charged to your Account.

Payments

Minimum Payment Due: See the Pricing Summary for the minimum payment requirements.

Small Balances: As it is uneconomical for both you and us to process payments or maintain credits that are \$1 or less in amount, you agree as follows: (1) In any billing cycle in which you have had no transactions and your New Balance on the billing date is \$1 or less, the balance will be rounded to zero and you will not receive a bill for this amount. (2) In the event that you have a credit balance of \$1 or less for two consecutive billing cycles, the balance will be rounded to zero and you will not receive a refund of this amount.

Payment Instructions: You must pay us in U.S. dollars, in funds on deposit in the U.S. We credit your payments in accordance with the terms contained on your billing statement. If you mail your payment to an address other than the address designated on your billing statement, there may be a delay in processing and crediting the payment to your Account.

Irregular Payments: Any payment submitted in offer of settlement of a disputed debt, including any item containing a notation such as "paid in full," and any other item with a restrictive endorsement, must be sent to: Credit One Bank, P.O. Box 95516, Las Vegas, NV 89193-5516. We can accept late payments, partial payments, and checks or other items with restrictive endorsements at any other address without losing any of our rights under this Agreement.

Postdated Checks: You agree that we need not examine any payment check to confirm that it is not postdated and that we may deposit any postdated check on the day we receive it.

Payment Allocation: We apply payments up to the Minimum Payment Due and credits at our discretion, which may result in balances at lower APRs being paid first and higher interest charges. Payments over the Minimum Payment Due will be applied to balances with higher APRs first.

Collecting, Sharing, and Updating Information

Customer Privacy: We send you our Privacy Policy when you open your Account and thereafter in accordance with applicable law. It summarizes the personal information we collect; how we safeguard its confidentiality and security; when it may be shared with others; and how you can limit our sharing of this information. You accept the terms of our Privacy Policy when you use the Account. Contact us or visit CreditOne.com if you would like a copy.

Information About You: You authorize us to obtain and/or use information about you from third parties and credit reporting agencies to: (1) verify your identity and/or conduct investigative inquiries; (2) determine your income and credit eligibility; (3) review your Account and provide renewal of credit; (4) verify your current credit standing in order to present future credit limit increases or decreases; (5) qualify you for and present additional lines of credit or other offers; and (6) collect amounts owing on your Account. Upon request, we will tell you the name and address of any credit reporting agency that provided us with information concerning you.

Furnishing Information: We may furnish information concerning your Account or credit file to consumer reporting agencies and others who may properly receive that information. If you believe that information we furnished is inaccurate or incomplete, please write us at Credit One Bank, P. O. Box 98873, Las Vegas, NV 89193-8873. Please include your name, address, home phone number and Account number.

Telephone Calls, Text Messages and Emails Regarding Your Account: You are providing express written permission and consent authorizing Credit One Bank and our agents, servicers, contractors, subsidiaries, affiliates, officers, and other partners and employees to contact you at any phone number (including mobile, cellular/wireless, or similar devices) or email address you provide at any time, for any lawful purpose. The ways in which we may contact you include live operator, automatic telephone dialing systems (auto-dialer), prerecorded and artificial voice message, text/SMS message or email. Phone numbers and email addresses you provide include those you give to us, those from which you, or someone acting on your behalf, contact us or which we obtain through other means. If you provide a phone number for which you are not the owner, you confirm you are authorized to provide that number. Such lawful purposes include, but are not limited to: obtaining information; activation of the card for verification and identification purposes; account transactions or servicing related matters; suspected fraud or identity theft; collection on the Account; and providing information about special products and services. You agree to pay any fee(s) or charge(s) that you may incur for incoming communications from us or outgoing communications to us, to or from any such number or email address, without reimbursement from us.

Communication Revocation: You may revoke your authorization for most communications. However, you cannot revoke authorization for fraud related communications or legally required communications. To change your communication preferences or to revoke consent you must write us. Please:

- include your name, mailing address, and the last four digits of your Account number;
- specify whether you are changing your preferences regarding mail, telephone calls, emails, and/or text or SMS messages;

- provide the specific phone number(s) and/or email address for which you are requesting communications to cease;
- send this written notice to: Credit One Bank, P.O. Box 98873, Las Vegas, NV 89193-8873.

Certain communication preferences can be changed on-line. Please log in to your Account to see if that option is available.

Telephone Monitoring: You agree that we (and our servicers, agents and contractors) may monitor and record any calls between you and us.

Updating Your Phone Number: Notify us immediately if you change mobile or cell phone numbers or plan to give your phone to someone else. It is your responsibility to provide us with a true, accurate and complete mobile number and to maintain and update promptly any changes in this information. You can update your mobile number by calling us at the phone number on the back of your Card.

Indemnification: If you provide telephone number(s) for which you are not the subscriber, or fail to notify us when you cease to be the subscriber for a telephone number you previously gave us, you agree to indemnify us, our subsidiaries, affiliates, officers, agents, servicers, contractors, and other partners and employees for any costs and expenses, including reasonable attorneys' fees, incurred as a result of us contacting or attempting to contact you at the number(s). Your obligation under this paragraph shall survive termination of the Agreement.

Account Closure

Default: You are in default under this Agreement if (1) bankruptcy or another insolvency proceeding is filed by or against you; (2) we reasonably believe you are unable or unwilling to repay us; (3) you die or are legally incompetent or incapacitated; (4) you fail to comply with the terms of this Agreement, including failing to make a required payment when due, exceeding your credit limit or using your Card or Account for an illegal transaction; (5) you give us misleading, false, incomplete or incorrect information or fail to give us any information we deem necessary; or (6) if you no longer permanently reside in one of the 50 states or the District of Columbia. If you are in default, we may declare the entire Account balance immediately due and payable without advance notice.

Collection Costs: If we use an attorney to collect your Account, we may charge you our legal costs as permitted by law. These include reasonable attorneys' fees, court or other collection costs, and fees and costs of any appeal.

Closing Your Account: You may close your Account at any time. You will remain responsible for any amount you owe us under this Agreement. Any joint Cardholder may cancel a joint Account. However, both of you will remain responsible for paying all amounts owed. If your Account is subject to an Annual Fee, the fee will continue to be charged until you pay your outstanding balance in full.

We may cancel, suspend or not renew your Card, Account, or access to the credit line at any time and for any reason without notice. If your Account is closed by us, the Annual Fee will continue to be charged until you pay your outstanding balance in full.

However, when your Account is closed, if there is: (1) a debit balance of \$1 or less, that balance will be rounded to zero and you will not be required to pay this amount; or (2) a credit balance of \$1 or less, that balance will be rounded to zero and this amount will not be refunded to you. The rounding to zero may occur after your closing statement cycles, and you may not receive a statement reflecting the rounding.

Arbitration Agreement

PLEASE READ CAREFULLY—IMPORTANT—AFFECTS YOUR LEGAL RIGHTS

This agreement to arbitrate provides that you or we can require controversies or disputes between us to be resolved by BINDING ARBITRATION. You have the right to REJECT this agreement to arbitrate by using the procedure explained below.

If you do not reject this agreement to arbitrate, you GIVE UP YOUR RIGHT TO GO TO COURT and controversies or disputes between us will be resolved by a NEUTRAL ARBITRATOR INSTEAD OF A JUDGE OR JURY, using rules that are simpler and more limited than in a court. Arbitrator decisions are subject to VERY LIMITED REVIEW BY A COURT. Arbitration will proceed INDIVIDUALLY— CLASS ACTIONS AND SIMILAR PROCEDURES WILL NOT BE AVAILABLE TO YOU.

Agreement to Arbitrate: You and we agree that either you or we may, without the other's consent, require that controversies or disputes between you and us (all of which are called "Claims"), be submitted to mandatory, binding arbitration. This agreement to arbitrate is made pursuant to a transaction involving interstate commerce, and shall be governed by, and enforceable under, the Federal Arbitration Act (the "FAA"), 9 U.S.C. §1 et seq., and (to the extent State law is applicable), the laws of the State of Nevada.

For purposes of this agreement to arbitrate, "you" includes you, any co-applicant, any Authorized User (including Additional Cardholders), or anyone else connected with you or claiming through you; and "we" or "us" includes Credit One Bank, N.A., all of its parents, subsidiaries, affiliates, successors,

predecessors, employees, and related persons or entities, and all third parties who are regarded as agents or representatives of us in connection with the subject matter of the claim or dispute at issue.

Covered Claims: Claims subject to arbitration include, but are not limited to, any controversies or disputes arising from or relating in any way to your Account; any transactions involving your Account; any disclosures made to you concerning your Account; any interest, charges, or fees assessed on your Account; any service(s) or programs related to your Account; and, if permitted by the rules of the arbitration forum, any collection of debt related to your Account. Claims also include controversies or disputes arising from or relating in any way to advertising, solicitations, or any application for, approval of, or establishment of your Account. Claims subject to arbitration include any controversies or disputes based on any theory of law, whether contract, tort, statute, regulation, common law, or equity, or whether they seek legal or equitable remedies. All Claims are subject to arbitration whether they arose in the past, may currently exist, or may arise in the future. Arbitration will apply even if your Account is closed, you pay us in full any outstanding debt you owe, or you file for bankruptcy. Also, controversies or disputes about the validity, enforceability, coverage, meaning, or scope of this agreement to arbitrate or any part thereof are subject to arbitration and are for the arbitrator to decide. Any questions about what Claims are subject to arbitration shall be resolved by interpreting this agreement to arbitrate in the broadest way the law will allow it to be enforced.

Claims Not Covered: Claims (whether brought initially or by counter or cross-claim) are not subject to arbitration if they are filed by you or us in a small claims court, so long as the case remains in such court and only individual claims for relief are advanced in the case.

No Class Arbitration or Consolidation or Joinder of Parties: Class actions and other similar procedures in which individuals seek to represent similarly situated individuals or seek relief on behalf of the general public, and consolidation or joinder of Claims (except for claimants on the same account), are NOT available under this agreement to arbitrate. Claims in arbitration will proceed on an INDIVIDUAL basis only:

UNLESS YOU REJECT THIS AGREEMENT TO ARBITRATE, YOU AND WE WAIVE THE RIGHT TO ASSERT OR PARTICIPATE
IN A CLASS ACTION OR ANY REPRESENTATIVE OR CONSOLIDATED PROCEEDING IN COURT OR IN ARBITRATION.

The arbitrator shall have no authority to entertain any Claim as a class action or private attorney general action or on any other similar representative basis, nor shall the arbitrator have any authority to consolidate or join Claims brought by separate claimants (except for claimants on the same account). This also means that the arbitrator shall have no authority to make any award for the benefit of, or against, any person other than the individual who is the named party.[†]

†Notice to California Account Holders: This agreement to arbitrate shall not be construed to prevent you from seeking in the arbitration the remedy of public injunctive relief if (a) you reside in California, (b) you resided in California at the time you entered into this agreement to arbitrate, or (iii) the billing address for your Account is a California address (hereafter, "California Account Holder").

Initiation of Arbitration: The arbitration shall be administered by the American Arbitration Association ("AAA") before a single arbitrator under the AAA's Consumer Arbitration Rules, or by a mutually agreeable administrator, before a single arbitrator, as modified by this arbitration provision. Information about the arbitration process for AAA can be obtained from the AAA at www.adr.org. The arbitrator shall be selected from the AAA (or mutually agreeable administrator) panel of neutrals then active on the roster maintained by the AAA (or mutually agreeable administrator) office located in the city of or nearest to your billing address and, unless otherwise mutually agreed, the arbitrator shall be a retired federal judge, a retired state appellate judge, a retired state trial judge, or a lawyer with at least 15 years of experience in that order of preference.

In the event that the AAA or mutually agreeable administrator is unable or unwilling to handle the Claim for any reason, then the matter shall be arbitrated instead by a neutral arbitrator selected by agreement of the parties (or, if the parties cannot agree, selected by a court in accordance with the FAA).

Arbitration Procedures and Applicable Law; Offer of Settlement: Unlike a lawsuit in state or federal court, arbitration is conducted by a private organization that specializes in alternative dispute resolution. Disputes in arbitration are decided by a neutral arbitrator instead of a judge or jury. You may represent yourself in arbitration, or you may be represented by a lawyer.

Under this agreement to arbitrate, a single arbitrator designated by the arbitration administrator will decide the Claim under applicable law. The arbitrator is bound by the terms of this agreement to arbitrate. The AAA or mutually agreeable administrator will apply its code of procedures in effect at the time the arbitration claim is filed. If there is a conflict between that code of procedures and this arbitration provision and/or any sections of this Card Agreement, this arbitration provision and/or this Card Agreement will control. The arbitrator will honor all claims of privilege recognized by law. Subject to the prohibition on class, representative, and consolidation procedures set forth above, the arbitrator will have the power to award to a party any damages or other relief (including relief in equity) provided for under applicable law. That is, a party will be entitled to recover in arbitration any damages or other relief that it could recover if it prevailed in a court proceeding. An arbitrator's award shall consist of a written statement setting forth the disposition of each Claim. At the request of any party, the arbitrator shall also set forth a written explanation of the essential findings and conclusions on which the award is based. An arbitration award shall decide the rights and obligations only of the parties named in the arbitration, and shall not have any bearing on another person or dispute.

If your Claim is for \$10,000 or less, you may choose whether the arbitration will be conducted solely on the basis of documents, in a telephonic hearing, or in an in-person hearing.

Any in-person hearing will take place in the federal judicial district that includes your billing address at the time the Claim is filed, unless the parties agree to a different place.

The Arbitrator's Decision: The arbitrator's decision will be final and binding on the parties. A party can file a written appeal to the arbitration administrator within thirty (30) days after an award is issued. The appeal will proceed before a panel of three neutral arbitrators designated by the same arbitration administrator. The panel will decide anew all factual and legal issues, following the same rules of procedure, by majority vote any aspect of the original decision objected to. The costs of such an appeal will be borne in accordance with the below paragraph entitled "Fees and Costs". Any review by a court shall be governed by the Federal Arbitration Act. Any final arbitration award will be binding on the named parties and enforceable by any court having jurisdiction.

Fees and Costs: We will pay any costs that are required to be paid by us under the arbitration administrator's rules of procedure. If you file the arbitration, you will pay your share of the initial filing fee, unless you seek and qualify for a fee waiver under the applicable rules of the arbitration administrator. The party filing an appeal shall be responsible for all filing fees and costs of the appeal unless prohibited by administrator's rules of procedure. All parties are responsible for their own attorney's fees, expert fees and any other expenses, unless the arbitrator awards such fees or expenses to you or us if allowed by applicable law.

Other Parties Subject to this Agreement to Arbitrate: In addition to you and us, the rights and duties described in this agreement to arbitrate apply to: any third party co-defendant of a claim subject to this arbitration provision; all joint account holders, Additional Cardholders, and Authorized Users of your Account(s).

How to REJECT this Agreement to Arbitrate: You can reject this agreement to arbitrate but only if we receive from you a written notice of rejection within 45 days after it was first provided to you. To reject this agreement to arbitrate you must send the notice of rejection to: Credit One Bank, Attention: Arbitration Opt Out, P. O. Box 98873, Las Vegas, NV 89193-8873. Rejection notices sent to any other address will not be accepted or effective. If you decide to reject this agreement to arbitrate in writing, your notice must state that you reject this agreement to arbitrate and include your name, address, account number, and personal signature. Rejection of arbitration will not affect your other rights or responsibilities under this Card Agreement.

Survival, Severability, and Amendment of Terms:

Survival. This agreement to arbitrate shall survive changes in the Agreement and termination of the Account or the relationship between you and us, including the bankruptcy of any party and any transfer or sale of your Account, or amounts owed on your Account, to another person or entity.

Severability. If any part or parts of your agreement to arbitrate are declared unenforceable, then such specific part or parts shall be of no force or effect and shall be severed, but the remainder of this agreement to arbitrate shall continue in full force and effect. If, however, the entire agreement to arbitrate or your waiver of the right to bring or participate in a class or representative action or in consolidation procedures is unenforceable, then the agreement to arbitrate shall be of no force or effect. Notwithstanding the preceding sentence, with respect to California Account Holders, if arbitration is unenforceable, in whole or in part, you and we agree to resolve any Claim by a judicial reference proceeding as described above.

Amendment in Writing Only. This agreement to arbitrate may not be amended, severed, or waived, except as expressly provided in the Agreement or in a written agreement between you and us.

Other Information

Transactions in Foreign Currencies: If you make a transaction at a merchant that settles in a currency other than U.S. dollars, Mastercard International Incorporated or Visa Incorporated will convert that charge into a U.S. Dollar amount. That conversion will be done at a rate selected by Mastercard or Visa from the range of rates available in wholesale currency markets for the applicable central processing date, which rate may vary from the rate Mastercard or Visa itself receives, or the government-mandated rate in effect for the applicable central processing date. The currency conversion rate used on the processing date may differ from the rate that would have been used on the purchase date or on the date the transaction is posted to your Account. You agree to pay the converted amount, including any charges for the conversion that may be imposed as described above.

Changes to Your Agreement: The rates, fees and terms of this Agreement may change and we may add or delete any term to this Agreement, consistent with applicable law. We will give you advance written notice of these changes and a right to reject the change, if required by law.

Unauthorized Use: Notify us immediately if your Card is lost or stolen or you suspect that someone is using your Card or Account without your permission.

Assignment: We may assign any or all of our rights and obligations under this Agreement. You may not assign any of your rights or obligations under this Agreement.

No Waiver: We will not lose our rights under this Agreement because we delay or do not enforce them.

Governing Law: This Agreement is governed by and interpreted in accordance with the laws applicable to national banks, and, where no such laws apply, by the laws of the State of Nevada, excluding the conflicts of law provisions thereof, regardless of your state of residence.

Conformance with Law; Severability: If any part of this Agreement conflicts with applicable law, that provision will be considered modified to conform to applicable law. If any part of this Agreement is invalid, the rest shall remain in effect, except as otherwise noted in the Arbitration Provision.

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 the Billing Inquiries address on the statement.

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 \$50.00 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 \$50.00. (Note: Neither of these are necessary if your purchase was based on an advertisement we mailed to you, or if we own or operate 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 the Billing Inquiries address shown on your statement.

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

Cash Back Rewards Program Supplement

This Supplement describes the terms and conditions of the Credit One Cash Back Rewards Program ("Program") and supplements the Card Agreement that governs your credit card account issued by Credit One Bank, N.A. (the "Account"). By using the Account, you agree to participate in the Program. Your participation is subject to the terms of the Card Agreement, including the arbitration provision, if applicable, and this Supplement. In the event of a conflict between the Card Agreement and this Supplement, with respect to matters relating to the Program, this Supplement controls.

Earning Cash Back Rewards: You earn cash back rewards in the form of an automatic statement credit equal to 1% of Net Eligible Purchases (as defined below) made with your Account. You do not earn cash back rewards on Cash Advances, Balance Transfers, interest, fees, and other charges. We will post a statement credit to your Account within seven days after the end of the month based on the Net Eligible Purchases made with your Account from the 27th of the previous month to the 26th of the current month. If your Account is in default, as defined in your Card Agreement, at the time the credit is to be posted, you WILL NOT receive the credit. Cash back rewards have no cash value.

Merchant Categories: Merchants who accept Visa/Mastercard credit cards are assigned a merchant code, which is determined by the merchant or its processor in accordance with Visa/ Mastercard procedures based on the kinds of products and services they primarily sell. We group similar merchant codes into Eligible Purchase categories for purposes of making cash back rewards offers to you. Please note:

- We make every effort to include all relevant merchant codes in our cash back rewards categories. However, even though a merchant or some of the items that it sells may appear to fit within a cash back rewards category, the merchant may not have a merchant code in that category. When this occurs, Purchases with that merchant won't qualify for cash back rewards offers on Purchases in that category.
- Although a merchant or the items that it sells may appear to fit the reward categories, the merchant may not have or use an eligible Code. Purchases made without an eligible code WILL NOT qualify for cash back rewards. A merchant with more than one location may submit Purchases using different codes, including codes that are not eligible under this Program. This means that Purchases from the same merchant at a different location may result in no reward.
- Purchases submitted by you, an authorized user, or the merchant through third-party payment accounts, mobile or wireless card readers, online or mobile digital wallets, or similar technology will not qualify in a cash back rewards category if the technology is not set up to process the purchase in that cash back rewards category.

Eligible Purchases: Eligible Purchases are Purchases from merchants in the following categories:

- gasoline,
- grocery (grocery Purchases do not include Purchases at superstores, at stores that sell groceries and other products like drugstores and convenience stores; or at smaller stores like bakeries, candy, nut or confection stores),
- mobile phone service, and
- internet, cable and satellite TV service.

Purchases That Are Not Eligible: Purchases from the following types of merchants are not eligible for cash back rewards:

- oil, propane, home heating companies,
- PayPal,
- warehouse clubs (including but not limited to Sam's Club and Costco),
- discount supercenters (including but not limited to Wal-Mart and Target).

Net Eligible Purchases: Net Eligible Purchases are Eligible Purchases minus any returns, disputed charges, unauthorized charges, illegal or fraudulent charges or other credits for such Purchases.

Program Restrictions: You will receive an automatic cash back rewards credit on each statement that has at least one Net Eligible Purchase. Automatic statement credits for cash back rewards will reduce the balance on your Account but will not count as payments. You will still be required to pay at least the Minimum Payment Due as shown on your billing statement each month. You WILL NOT earn cash back rewards for Purchases made while your Account is in default as defined within your Card Agreement. This Program excludes Accounts already enrolled in a different Credit One cash back rewards program.

Changes: The Program may be changed (added to, modified or deleted) by us at any time, including without limitation amendments to the definition of Eligible Purchases. We will give you prior notice to the extent required by law. The current version of this Program may be found at www.CreditOneBank.com along with the Card Agreement. Any revisions may affect your ability to earn cash back rewards.

Termination: We may suspend or terminate the Program or your participation in the Program at any time without prior notice. In such event, we will evaluate your Account for any eligible cash back rewards as of the Program termination date. Provided that you meet all of the other Program Restrictions listed above at that time, you will receive a distribution of the cash back rewards earned during the current billing period in the form of a statement credit.

Limited Liability: Unless otherwise required by law, this Program, or our Card Agreement with you, we will not be liable to you or anyone making a claim on your behalf, in connection with: (1) any change or termination of the Program; (2) any loss, damage, expense or inconvenience caused by any occurrence outside of our control; (3) any taxes that you incur as a result of receiving cash back rewards, payment of which taxes will be your responsibility; (4) any merchandise or services you purchase, or for any direct, indirect or consequential damages with respect to the use of your Account. In any event, any liability that Credit One may have to you in connection with the Program shall be limited to the amount of any cash back rewards you have earned in this Program. The Program and cash back rewards are void or limited where prohibited or restricted, respectively, by federal, state or local law.

Pricing Summary

Interest Rates and Interest Charges	
ANNUAL PERCENTAGE RATE (APR) for Purchases	23.99% This APR will vary with the market based on the Prime Rate.
ANNUAL PERCENTAGE RATE (APR) for Balance Transfers	23.99% This APR will vary with the market based on the Prime Rate.
ANNUAL PERCENTAGE RATE (APR) for Cash Advances	23.99% This APR will vary with the market based on the Prime Rate.
Paying Interest	Your due date is at least 24 days after the close of each billing cycle. We will not charge you any interest on Purchases if you pay your entire balance by the due date each month. We will begin charging interest on Cash Advances and Balance Transfers from the posting date.
Minimum Interest Charge	If you are charged interest, the charge will be no less than \$1.00.
For Credit Card Tips from the Consumer Financial Protection Bureau	To learn more about factors to consider when applying for or using a credit card, visit the website of the Consumer Financial Protection Bureau at http:// www.consumerfinance.gov/learnmore .
Fees	
Annual Fee	\$39
Transaction Fees • Balance Transfer • Cash Advance • Foreign Transaction	Either \$5 or 8% of the amount of each Balance Transfer, whichever is greater. Either \$5 or 8% of the amount of each Cash Advance, whichever is greater. Either \$1 or 3% of the amount of each purchase in U.S. dollars, whichever is greater.
Penalty Fees • Late Payment • Returned Payment	Up to \$39* Up to \$39**

How We Will Calculate Your Balance: We use a method called “average daily balance (including new Purchases).” See your Card Agreement for more details.

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

***Late Payment Fee:** We will charge the maximum safe harbor amount, which is set annually in accordance with 12 C.F.R 1026.52(b)(1)(ii)(D). Currently the fee is \$28, unless you incurred a Late Payment Fee during the prior six billing cycles. If you did, the fee is currently \$39. This fee will not exceed

the related Minimum Payment that was due. We charge a Late Payment Fee to your Account if at least the Amount Due This Period (less any Late Payment Fee for the current billing cycle) plus any Past Due Amount is not received by 5:00 p.m. PT on the Payment Due Date shown on your statement.

****Returned Payment Fee:** We will charge the maximum safe harbor amount, which is set annually in accordance with 12 C.F.R 1026.52(b)(1)(ii)(D). If a payment is not honored upon first presentment, even if the payment is later honored, a Returned Payment Fee will be charged to your Account. Currently, the fee is \$28, unless you incurred a Returned Payment Fee in the prior six billing cycles. If you did, the fee is currently \$39. This fee will not exceed the related Minimum Payment that was due.

Additional Rate Information: The Purchase, Balance Transfer and Cash Advance APR equals the Prime Rate plus a margin of 20.74%. This corresponds to a monthly periodic rate of 1.99917%.

Minimum Payments: You may pay the entire New Balance shown on your billing statement at any time. Each billing period you must pay at least the Minimum Payment Due by the Payment Due Date shown on your billing statement. The Minimum Payment Due will be the sum of:

- 5% of your outstanding balance, rounded up to the next whole dollar, or \$30, whichever is greater;
- any Late Payment Fee for the current billing cycle;
- and any Past Due Amount (excluding any past due Late Payment Fees).

The Agreement

This Agreement, together with the Pricing Summary, is your contract with us.

Accepting this Agreement: You accept this Agreement when you use the Account. You may still reject this Agreement if you have not yet used the Card, used the Account, or paid a fee after receiving a billing statement. To reject the Agreement, call us at 866-515-5721 or write us at Bank Card Center, P.O. Box 95516, Las Vegas, NV 89193-5516. If you reject the Agreement, you are not responsible for any fees or charges.

Arbitration: This Agreement includes an Arbitration Provision with class action and jury trial waivers. You can reject the Arbitration Provision. See "How to REJECT this agreement to arbitrate" in the Arbitration section. If you do not, it will be part of this Agreement.

Promise to Pay: You agree to pay us for all amounts due on your Account, including credit for Purchases, Balance Transfers, and Cash Advances, as well as interest charges and fees. This includes charges made by Additional Cardholders and other Authorized Users.

Definitions

Account means the Credit One Bank card account under this Agreement.

Authorized User means any person you allow to use your Account or Card, including Additional Cardholders. If the Authorized User has been issued a Card and you want to terminate the Authorized User, you must notify us by telephone or in writing.

Balance Transfer means a transaction we designate that allows you to use your Account to pay another creditor or yourself. Balance Transfers cannot be used to pay us or our affiliates. A Balance Transfer will be subject to the terms of the Balance Transfer offer and this Agreement.

Card refers to one or more cards or access devices, including your Account number, that we give you or someone else with your authorization to get credit under this Agreement.

Cardholder refers to each person with a card issued in their name.

Cash Advance means the use of your Account to obtain funds at a financial institution or the use of a Convenience Check.

Convenience Check means a check we issue to you to take a Cash Advance. You may not use these checks to pay us or our affiliates.

Purchase means the use of the Account to obtain goods or services.

Prime Rate means the highest U.S. Prime Rate in the Money Rates section of The Wall Street Journal on the 25th day of the month, or the next day if that day is not a publication day. If The Wall Street Journal does not publish the U.S. Prime Rate, we may substitute another index.

we, us, our, and Credit One Bank refer to Credit One Bank, N.A., the issuer of your Card.

you, and **your** refer to each person who has applied for the Account and where appropriate, the Authorized User.

Features and Use of Your Account

Using Your Card: You may make Purchases wherever the Card is accepted. You may use the Account to obtain Cash Advances, but you may not make more than two Cash Advance transactions per day and you may not obtain more than \$200 in Cash Advances per day. You may use the Account only for personal, family, or household purposes, and if your Account is used for any other purpose you are still responsible for such use. You may not use the Account for business or commercial purposes. The Account may not be used for online or internet gambling or illegal purposes.

Your Credit Limit: We will tell you your credit limit. Keep your Account balance below your credit limit. If you do not, you must still pay us. We may designate part of your credit limit as a Cash Advance limit and part as a Balance Transfer limit. We may change your credit limit(s) at any time, without notice. You may use a portion of your credit limit for Cash Advances and Balance Transfers. Each Purchase, Cash Advance, and Balance Transfer obtained will reduce the amount of available credit under your credit limit until it is repaid. We may delay increasing your available credit by the amount of any payment that we receive for up to 12 calendar days.

Credit Limit Increase: To request a credit limit increase contact the Customer Service number on your statement. We may impose a fee for processing the request.

Credit Authorizations: We may decline to authorize a transaction for any reason. We will not be liable to you if we decline a transaction or if anyone refuses any use of your Card.

Automatic Billing: You may set up automatic billing with a merchant. You authorize us to provide an updated Account number or Card expiration date to any merchant at our discretion. Contact the merchant to stop automatic billing.

Joint Accounts: If this is a joint account, each of you is responsible individually and together for all amounts owed. Each of you is responsible even if the Account is used by only one of you. You will continue to be liable for the entire balance of the Account, even if your co-applicant is ordered by a court to pay us. You will remain liable to us if your co-applicant fails to pay as ordered by the court. Your Account status will continue to be reported to the credit reporting agencies under each of your names. The delivery of notices or billing statements to either of you serves as delivery to each of you. We may rely on instructions given by either of you. We are not liable to either of you for relying upon such instructions.

Electronic Access: Applications (apps) on electronic devices (such as mobile wallets) can store your Card and can be used to get credit under this Agreement. Such transactions are covered by this Agreement. Apps may have separate terms of use. We are not responsible if you violate those terms or for any consequences from violating those terms.

Additional Cardholder: At your request, we may, at our discretion, issue, in the name of another person, an additional Card on your Account. That person is an Additional Cardholder, as well as an Authorized User. An Additional Cardholder has access to certain Account information including balance, available credit and payment information. If you advise us that the Additional Cardholder is your spouse, information regarding the Account will be provided to consumer reporting agencies in your name as well as in the name of the Additional Cardholder. By requesting that we add an Additional Cardholder to your Account, you represent that you (1) have the consent of the Additional Cardholder to be added to the Account, (2) have provided a copy of this Agreement to the Additional Cardholder, and (3) if the Additional Cardholder is your spouse, you have told the Additional Cardholder that Credit One Bank will furnish credit information about them to the credit reporting agencies in connection with the Account. The Additional Cardholder may report the Card lost or stolen and may remove him or herself from the Account.

Interest Rates and Interest Changes

Annual Percentage Rates (APRs): See the Pricing Summary for your APRs. The APR for Balance Transfers will be the same as the APR for standard Purchases, unless a promotional rate applies.

Variable Rates: Your Pricing Summary indicates whether you have any variable APRs. Variable APRs are determined by adding to the Prime Rate the number of percentage points ("margin") specified in the Pricing Summary. Variable APRs will increase or decrease when the Prime Rate changes. The APR change will take effect beginning with billing cycles that end on or after the first day of the month after the month in which the Prime Rate changes. An increase in the APR will increase your interest charges and may increase your Minimum Payment Due.

Average Daily Balance Method (including new transactions): We calculate interest each billing cycle by first figuring the "average daily balance" for each type of balance. Standard Purchases, standard Cash Advances, standard Balance Transfers, and each promotional offer, are all types of balances.

For each type of balance, for each billing cycle, we start with the balance on the last day of your previous billing cycle. We subtract any unpaid interest. This is the beginning balance each day. Each day of the billing cycle we subtract any new payments and credits applied to that type of balance. We add any new transactions and fees for that type of balance. We add Purchases, Cash Advances, and Balance Transfers on the post date. We add transaction fees on promotional rate and non-promotional rate Balance Transfers to the same type of balance as the transaction. We add all other fees to the standard Purchase balance. This gives us the daily balance for that type of balance, except that if the daily balance is negative, we treat it as zero. We then add up all of the daily balances and divide by the number of days in the billing cycle. This gives us the "average daily balance" for that type of balance. We multiply the average daily balance by the applicable monthly periodic rate (the APR divided by 12). This gives us the interest charged for that type of balance for that billing cycle. This interest is included in the Account balance on the last day of the billing cycle. The results for all types of balances are then added together to determine the total interest charged that billing cycle.

When Interest Begins: We begin to impose interest on a transaction or fee from the day we add it to the daily balance. We continue to impose interest until you pay the total amount you owe us. You can avoid paying interest on Purchases as described below. However, you cannot avoid paying interest on Balance Transfers or Cash Advances.

How to Avoid Paying Interest on Purchases ("Grace Period"): If you pay the New Balance on your billing statement by the Payment Due Date shown on that billing statement, we will not impose interest on new Purchases paid by the Payment Due Date on your current billing statement. The Payment Due Date will be at least 24 days after the close of the billing cycle. If you have been paying your Account balance in full and thereby avoiding interest on Purchases, but then do not pay the next New Statement Balance in full by the Payment Due Date, in that billing cycle we will start charging interest on the unpaid portion of your balance.

Fees

See the Pricing Summary for additional Fee information.

Annual Fee: If your Account is subject to an Annual Fee, the amount and when it is billed is shown on the Pricing Summary. The Annual Fee is billed to the Account until the Account is closed and the outstanding balance is paid in full. The Annual Fee is refundable as long as you cancel your Account and have not used your card for any Purchases, Cash Advances, or Balance Transfers and you have not made a payment.

Credit Limit Increase Fee: If a fee is imposed for processing a Credit Limit increase request, we will tell you the amount of the fee at the time of your request and before you agree to it.

Transaction Fee for Balance Transfers: The transaction fee for Balance Transfers will be the same as the transaction fee for Cash Advances, unless a promotional fee applies.

Foreign Transaction Fee: We add this fee for each purchase made outside the U.S. (A purchase is made outside the U.S. unless it is made with a U.S. merchant, processed completely in the U.S., and in U.S. dollars.) The fee is a percentage of the U.S. dollar amount of the purchase.

Optional Express Payment Service Fee: If a representative of ours helps expedite your payment, we may impose an Express Payment fee. You will be informed of the amount of the fee before you complete the transaction.

Duplicate Statement Fee: If you request a duplicate copy of a monthly statement, for any purpose other than to assert a billing error, you will be charged a fee of up to \$10 for each statement copy requested.

Sales Slip Request Fee: If you request a copy of a sales slip, for any purpose other than to resolve a dispute about the charges on your Account, you will be charged a fee of \$6 for each sales slip copy requested.

Replacement Card Fee: If you request a replacement card, a Replacement Card Fee of up to \$25 may be charged to your Account.

Payments

Minimum Payment Due: See the Pricing Summary for the minimum payment requirements.

Small Balances: As it is uneconomical for both you and us to process payments or maintain credits that are \$1 or less in amount, you agree as follows: (1) In any billing cycle in which you have had no transactions and your New Balance on the billing date is \$1 or less, the balance will be rounded to zero and you will not receive a bill for this amount. (2) In the event that you have a credit balance of \$1 or less for two consecutive billing cycles, the balance will be rounded to zero and you will not receive a refund of this amount.

Payment Instructions: You must pay us in U.S. dollars, in funds on deposit in the U.S. We credit your payments in accordance with the terms contained on your billing statement. If you mail your payment to an address other than the address designated on your billing statement, there may be a delay in processing and crediting the payment to your Account.

Irregular Payments: Any payment submitted in offer of settlement of a disputed debt, including any item containing a notation such as "paid in full," and any other item with a restrictive endorsement, must be sent to: Credit One Bank, P.O. Box 95516, Las Vegas, NV 89193-5516. We can accept late payments, partial payments, and checks or other items with restrictive endorsements at any other address without losing any of our rights under this Agreement.

Postdated Checks: You agree that we need not examine any payment check to confirm that it is not postdated and that we may deposit any postdated check on the day we receive it.

Payment Allocation: We apply payments up to the Minimum Payment Due and credits at our discretion, which may result in balances at lower APRs being paid first and higher interest charges. Payments over the Minimum Payment Due will be applied to balances with higher APRs first.

Collecting, Sharing, and Updating Information

Customer Privacy: We send you our Privacy Policy when you open your Account and thereafter in accordance with applicable law. It summarizes the personal information we collect; how we safeguard its confidentiality and security; when it may be shared with others; and how you can limit our sharing of this information. You accept the terms of our Privacy Policy when you use the Account. Contact us or visit CreditOne.com if you would like a copy.

Information About You: You authorize us to obtain and/or use information about you from third parties and credit reporting agencies to: (1) verify your identity and/or conduct investigative inquiries; (2) determine your income and credit eligibility; (3) review your Account and provide renewal of credit; (4) verify your current credit standing in order to present future credit limit increases or decreases; (5) qualify you for and present additional lines of credit or other offers; and (6) collect amounts owing on your Account. Upon request, we will tell you the name and address of any credit reporting agency that provided us with information concerning you.

Furnishing Information: We may furnish information concerning your Account or credit file to consumer reporting agencies and others who may properly receive that information. If you believe that information we furnished is inaccurate or incomplete, please write us at Credit One Bank, P. O. Box 98873, Las Vegas, NV 89193-8873. Please include your name, address, home phone number and Account number.

Telephone Calls, Text Messages and Emails Regarding Your Account: You are providing express written permission and consent authorizing Credit One Bank and our agents, servicers, contractors, subsidiaries, affiliates, officers, and other partners and employees to contact you at any phone number (including mobile, cellular/wireless, or similar devices) or email address you provide at any time, for any lawful purpose. The ways in which we may contact you include live operator, automatic telephone dialing systems (auto-dialer), prerecorded and artificial voice message, text/SMS message or email. Phone numbers and email addresses you provide include those you give to us, those from which you, or someone acting on your behalf, contact us or which we obtain through other means. If you provide a phone number for which you are not the owner, you confirm you are authorized to provide that number. Such lawful purposes include, but are not limited to: obtaining information; activation of the card for verification and identification purposes; account transactions or servicing related matters; suspected fraud or identity theft; collection on the Account; and providing information about special products and services. You agree to pay any fee(s) or charge(s) that you may incur for incoming communications from us or outgoing communications to us, to or from any such number or email address, without reimbursement from us.

Communication Revocation: You may revoke your authorization for most communications. However, you cannot revoke authorization for fraud related communications or legally required communications. To change your communication preferences or to revoke consent you must write us. Please:

- include your name, mailing address, and the last four digits of your Account number;
- specify whether you are changing your preferences regarding mail, telephone calls, emails, and/or text or SMS messages;
- provide the specific phone number(s) and/or email address for which you are requesting communications to cease;
- send this written notice to: Credit One Bank, P.O. Box 98873, Las Vegas, NV 89193-8873.

Certain communication preferences can be changed on-line. Please log in to your Account to see if that option is available.

Telephone Monitoring: You agree that we (and our servicers, agents and contractors) may monitor and record any calls between you and us.

Updating Your Phone Number: Notify us immediately if you change mobile or cell phone numbers or plan to give your phone to someone else. It is your responsibility to provide us with a true, accurate and complete mobile number and to maintain and update promptly any changes in this information. You can update your mobile number by calling us at the phone number on the back of your Card.

Indemnification: If you provide telephone number(s) for which you are not the subscriber, or fail to notify us when you cease to be the subscriber for a telephone number you previously gave us, you agree to indemnify us, our subsidiaries, affiliates, officers, agents, servicers, contractors, and other partners and employees for any costs and expenses, including reasonable attorneys' fees, incurred as a result of us contacting or attempting to contact you at the number(s). Your obligation under this paragraph shall survive termination of the Agreement.

Account Closure

Default: You are in default under this Agreement if (1) bankruptcy or another insolvency proceeding is filed by or against you; (2) we reasonably believe you are unable or unwilling to repay us; (3) you die or are legally incompetent or incapacitated; (4) you fail to comply with the terms of this Agreement, including failing to make a required payment when due, exceeding your credit limit or using your Card or Account for an illegal transaction; (5) you give us misleading, false, incomplete or incorrect information or fail to give us any information we deem necessary; or (6) if you no longer permanently reside in one of the 50 states or the District of Columbia. If you are in default, we may declare the entire Account balance immediately due and payable without advance notice.

Collection Costs: If we use an attorney to collect your Account, we may charge you our legal costs as permitted by law. These include reasonable attorneys' fees, court or other collection costs, and fees and costs of any appeal.

Closing Your Account: You may close your Account at any time. You will remain responsible for any amount you owe us under this Agreement. Any joint Cardholder may cancel a joint Account. However, both of you will remain responsible for paying all amounts owed. If your Account is subject to an Annual Fee, the fee will continue to be charged until you pay your outstanding balance in full.

We may cancel, suspend or not renew your Card, Account, or access to the credit line at any time and for any reason without notice. If your Account is closed by us, the Annual Fee will continue to be charged until you pay your outstanding balance in full.

However, when your Account is closed, if there is: (1) a debit balance of \$1 or less, that balance will be rounded to zero and you will not be required to pay this amount; or (2) a credit balance of \$1 or less, that balance will be rounded to zero and this amount will not be refunded to you. The rounding to zero may occur after your closing statement cycles, and you may not receive a statement reflecting the rounding.

Arbitration Agreement

PLEASE READ CAREFULLY—IMPORTANT—AFFECTS YOUR LEGAL RIGHTS

This agreement to arbitrate provides that you or we can require controversies or disputes between us to be resolved by BINDING ARBITRATION. You have the right to REJECT this agreement to arbitrate by using the procedure explained below.

If you do not reject this agreement to arbitrate, you GIVE UP YOUR RIGHT TO GO TO COURT and controversies or disputes between us will be resolved by a NEUTRAL ARBITRATOR INSTEAD OF A JUDGE OR JURY, using rules that are simpler and more limited than in a court. Arbitrator decisions are subject to VERY LIMITED REVIEW BY A COURT. Arbitration will proceed INDIVIDUALLY— CLASS ACTIONS AND SIMILAR PROCEDURES WILL NOT BE AVAILABLE TO YOU.

Agreement to Arbitrate: You and we agree that either you or we may, without the other's consent, require that controversies or disputes between you and us (all of which are called "Claims"), be submitted to mandatory, binding arbitration. This agreement to arbitrate is made pursuant to a transaction involving interstate commerce, and shall be governed by, and enforceable under, the Federal Arbitration Act (the "FAA"), 9 U.S.C. §1 et seq., and (to the extent State law is applicable), the laws of the State of Nevada.

For purposes of this agreement to arbitrate, "you" includes you, any co-applicant, any Authorized User (including Additional Cardholders), or anyone else connected with you or claiming through you; and "we" or "us" includes Credit One Bank, N.A., all of its parents, subsidiaries, affiliates, successors, predecessors, employees, and related persons or entities, and all third parties who are regarded as agents or representatives of us in connection with the subject matter of the claim or dispute at issue.

Covered Claims: Claims subject to arbitration include, but are not limited to, any controversies or disputes arising from or relating in any way to your Account; any transactions involving your Account; any disclosures made to you concerning your Account; any interest, charges, or fees assessed on your Account; any service(s) or programs related to your Account; and, if permitted by the rules of the arbitration forum, any collection of debt related to your Account. Claims also include controversies or disputes arising from or relating in any way to advertising, solicitations, or any application for, approval of, or establishment of your Account. Claims subject to arbitration include any controversies or disputes based on any theory of law, whether contract, tort, statute, regulation, common law, or equity, or whether they seek legal or equitable remedies. All Claims are subject to arbitration whether

they arose in the past, may currently exist, or may arise in the future. Arbitration will apply even if your Account is closed, you pay us in full any outstanding debt you owe, or you file for bankruptcy. Also, controversies or disputes about the validity, enforceability, coverage, meaning, or scope of this agreement to arbitrate or any part thereof are subject to arbitration and are for the arbitrator to decide. Any questions about what Claims are subject to arbitration shall be resolved by interpreting this agreement to arbitrate in the broadest way the law will allow it to be enforced.

Claims Not Covered: Claims (whether brought initially or by counter or cross-claim) are not subject to arbitration if they are filed by you or us in a small claims court, so long as the case remains in such court and only individual claims for relief are advanced in the case.

No Class Arbitration or Consolidation or Joinder of Parties: Class actions and other similar procedures in which individuals seek to represent similarly situated individuals or seek relief on behalf of the general public, and consolidation or joinder of Claims (except for claimants on the same account), are NOT available under this agreement to arbitrate. Claims in arbitration will proceed on an INDIVIDUAL basis only:

UNLESS YOU REJECT THIS AGREEMENT TO ARBITRATE, YOU AND WE WAIVE THE RIGHT TO ASSERT OR PARTICIPATE
IN A CLASS ACTION OR ANY REPRESENTATIVE OR CONSOLIDATED PROCEEDING IN COURT OR IN ARBITRATION.

The arbitrator shall have no authority to entertain any Claim as a class action or private attorney general action or on any other similar representative basis, nor shall the arbitrator have any authority to consolidate or join Claims brought by separate claimants (except for claimants on the same account). This also means that the arbitrator shall have no authority to make any award for the benefit of, or against, any person other than the individual who is the named party.[†]

†Notice to California Account Holders: This agreement to arbitrate shall not be construed to prevent you from seeking in the arbitration the remedy of public injunctive relief if (a) you reside in California, (b) you resided in California at the time you entered into this agreement to arbitrate, or (iii) the billing address for your Account is a California address (hereafter, "California Account Holder").

Initiation of Arbitration: The arbitration shall be administered by the American Arbitration Association ("AAA") before a single arbitrator under the AAA's Consumer Arbitration Rules, or by a mutually agreeable administrator, before a single arbitrator, as modified by this arbitration provision. Information about the arbitration process for AAA can be obtained from the AAA at www.adr.org. The arbitrator shall be selected from the AAA (or mutually agreeable administrator) panel of neutrals then active on the roster maintained by the AAA (or mutually agreeable administrator) office located in the city of or nearest to your billing address and, unless otherwise mutually agreed, the arbitrator shall be a retired federal judge, a retired state appellate judge, a retired state trial judge, or a lawyer with at least 15 years of experience in that order of preference.

In the event that the AAA or mutually agreeable administrator is unable or unwilling to handle the Claim for any reason, then the matter shall be arbitrated instead by a neutral arbitrator selected by agreement of the parties (or, if the parties cannot agree, selected by a court in accordance with the FAA).

Arbitration Procedures and Applicable Law; Offer of Settlement: Unlike a lawsuit in state or federal court, arbitration is conducted by a private organization that specializes in alternative dispute resolution. Disputes in arbitration are decided by a neutral arbitrator instead of a judge or jury. You may represent yourself in arbitration, or you may be represented by a lawyer.

Under this agreement to arbitrate, a single arbitrator designated by the arbitration administrator will decide the Claim under applicable law. The arbitrator is bound by the terms of this agreement to arbitrate. The AAA or mutually agreeable administrator will apply its code of procedures in effect at the time the arbitration claim is filed. If there is a conflict between that code of procedures and this arbitration provision and/or any sections of this Card Agreement, this arbitration provision and/or this Card Agreement will control. The arbitrator will honor all claims of privilege recognized by law. Subject to the prohibition on class, representative, and consolidation procedures set forth above, the arbitrator will have the power to award to a party any damages or other relief (including relief in equity) provided for under applicable law. That is, a party will be entitled to recover in arbitration any damages or other relief that it could recover if it prevailed in a court proceeding. An arbitrator's award shall consist of a written statement setting forth the disposition of each Claim. At the request of any party, the arbitrator shall also set forth a written explanation of the essential findings and conclusions on which the award is based. An arbitration award shall decide the rights and obligations only of the parties named in the arbitration, and shall not have any bearing on another person or dispute.

If your Claim is for \$10,000 or less, you may choose whether the arbitration will be conducted solely on the basis of documents, in a telephonic hearing, or in an in-person hearing.

Any in-person hearing will take place in the federal judicial district that includes your billing address at the time the Claim is filed, unless the parties agree to a different place.

The Arbitrator's Decision: The arbitrator's decision will be final and binding on the parties. A party can file a written appeal to the arbitration administrator within thirty (30) days after an award is issued. The appeal will proceed before a panel of three neutral arbitrators designated by the same arbitration administrator. The panel will decide anew all factual and legal issues, following the same rules of procedure, by majority vote any

aspect of the original decision objected to. The costs of such an appeal will be borne in accordance with the below paragraph entitled "Fees and Costs". Any review by a court shall be governed by the Federal Arbitration Act. Any final arbitration award will be binding on the named parties and enforceable by any court having jurisdiction.

Fees and Costs: We will pay any costs that are required to be paid by us under the arbitration administrator's rules of procedure. If you file the arbitration, you will pay your share of the initial filing fee, unless you seek and qualify for a fee waiver under the applicable rules of the arbitration administrator. The party filing an appeal shall be responsible for all filing fees and costs of the appeal unless prohibited by administrator's rules of procedure. All parties are responsible for their own attorney's fees, expert fees and any other expenses, unless the arbitrator awards such fees or expenses to you or us if allowed by applicable law.

Other Parties Subject to this Agreement to Arbitrate: In addition to you and us, the rights and duties described in this agreement to arbitrate apply to: any third party co-defendant of a claim subject to this arbitration provision; all joint account holders, Additional Cardholders, and Authorized Users of your Account(s).

How to REJECT this Agreement to Arbitrate: You can reject this agreement to arbitrate but only if we receive from you a written notice of rejection within 45 days after it was first provided to you. To reject this agreement to arbitrate you must send the notice of rejection to: Credit One Bank, Attention: Arbitration Opt Out, P. O. Box 98873, Las Vegas, NV 89193-8873. Rejection notices sent to any other address will not be accepted or effective. If you decide to reject this agreement to arbitrate in writing, your notice must state that you reject this agreement to arbitrate and include your name, address, account number, and personal signature. Rejection of arbitration will not affect your other rights or responsibilities under this Card Agreement.

Survival, Severability, and Amendment of Terms:

Survival. This agreement to arbitrate shall survive changes in the Agreement and termination of the Account or the relationship between you and us, including the bankruptcy of any party and any transfer or sale of your Account, or amounts owed on your Account, to another person or entity.

Severability. If any part or parts of your agreement to arbitrate are declared unenforceable, then such specific part or parts shall be of no force or effect and shall be severed, but the remainder of this agreement to arbitrate shall continue in full force and effect. If, however, the entire agreement to arbitrate or your waiver of the right to bring or participate in a class or representative action or in consolidation procedures is unenforceable, then the agreement to arbitrate shall be of no force or effect. Notwithstanding the preceding sentence, with respect to California Account Holders, if arbitration is unenforceable, in whole or in part, you and we agree to resolve any Claim by a judicial reference proceeding as described above.

Amendment in Writing Only. This agreement to arbitrate may not be amended, severed, or waived, except as expressly provided in the Agreement or in a written agreement between you and us.

Other Information

Transactions in Foreign Currencies: If you make a transaction at a merchant that settles in a currency other than U.S. dollars, Mastercard International Incorporated or Visa Incorporated will convert that charge into a U.S. Dollar amount. That conversion will be done at a rate selected by Mastercard or Visa from the range of rates available in wholesale currency markets for the applicable central processing date, which rate may vary from the rate Mastercard or Visa itself receives, or the government-mandated rate in effect for the applicable central processing date. The currency conversion rate used on the processing date may differ from the rate that would have been used on the purchase date or on the date the transaction is posted to your Account. You agree to pay the converted amount, including any charges for the conversion that may be imposed as described above.

Changes to Your Agreement: The rates, fees and terms of this Agreement may change and we may add or delete any term to this Agreement, consistent with applicable law. We will give you advance written notice of these changes and a right to reject the change, if required by law.

Unauthorized Use: Notify us immediately if your Card is lost or stolen or you suspect that someone is using your Card or Account without your permission.

Assignment: We may assign any or all of our rights and obligations under this Agreement. You may not assign any of your rights or obligations under this Agreement.

No Waiver: We will not lose our rights under this Agreement because we delay or do not enforce them.

Governing Law: This Agreement is governed by and interpreted in accordance with the laws applicable to national banks, and, where no such laws apply, by the laws of the State of Nevada, excluding the conflicts of law provisions thereof, regardless of your state of residence.

Conformance with Law; Severability: If any part of this Agreement conflicts with applicable law, that provision will be considered modified to conform to applicable law. If any part of this Agreement is invalid, the rest shall remain in effect, except as otherwise noted in the Arbitration Provision.

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 the Billing Inquiries address on the statement.

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 \$50.00 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 \$50.00. (Note: Neither of these are necessary if your purchase was based on an advertisement we mailed to you, or if we own or operate 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 the Billing Inquiries address shown on your statement.

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

Cash Back Rewards Program Supplement

This Supplement describes the terms and conditions of the Credit One Cash Back Rewards Program ("Program") and supplements the Card Agreement that governs your credit card account issued by Credit One Bank, N.A. (the "Account"). By using the Account, you agree to participate in the Program. Your participation is subject to the terms of the Card Agreement, including the arbitration provision, if applicable, and this Supplement. In the event of a conflict between the Card Agreement and this Supplement, with respect to matters relating to the Program, this Supplement controls.

Earning Cash Back Rewards: You earn cash back rewards in the form of an automatic statement credit equal to 1% of Net Eligible Purchases (as defined below) made with your Account. You do not earn cash back rewards on Cash Advances, Balance Transfers, interest, fees, and other charges. We will post a statement credit to your Account within seven days after the end of the month based on the Net Eligible Purchases made with your Account from the 27th of the previous month to the 26th of the current month. If your Account is in default, as defined in your Card Agreement, at the time the credit is to be posted, you WILL NOT receive the credit. Cash back rewards have no cash value.

Merchant Categories: Merchants who accept Visa/Mastercard credit cards are assigned a merchant code, which is determined by the merchant or its processor in accordance with Visa/ Mastercard procedures based on the kinds of products and services they primarily sell. We group similar merchant codes into Eligible Purchase categories for purposes of making cash back rewards offers to you. Please note:

- We make every effort to include all relevant merchant codes in our cash back rewards categories. However, even though a merchant or some of the items that it sells may appear to fit within a cash back rewards category, the merchant may not have a merchant code in that category. When this occurs, Purchases with that merchant won't qualify for cash back rewards offers on Purchases in that category.
- Although a merchant or the items that it sells may appear to fit the reward categories, the merchant may not have or use an eligible Code. Purchases made without an eligible code WILL NOT qualify for cash back rewards. A merchant with more than one location may submit Purchases using different codes, including codes that are not eligible under this Program. This means that Purchases from the same merchant at a different location may result in no reward.
- Purchases submitted by you, an authorized user, or the merchant through third-party payment accounts, mobile or wireless card readers, online or mobile digital wallets, or similar technology will not qualify in a cash back rewards category if the technology is not set up to process the purchase in that cash back rewards category.

Eligible Purchases: Eligible Purchases are Purchases from merchants in the following categories:

- gasoline,
- grocery (grocery Purchases do not include Purchases at superstores, at stores that sell groceries and other products like drugstores and convenience stores; or at smaller stores like bakeries, candy, nut or confection stores),
- mobile phone service, and
- internet, cable and satellite TV service.

Purchases That Are Not Eligible: Purchases from the following types of merchants are not eligible for cash back rewards:

- oil, propane, home heating companies,
- PayPal,
- warehouse clubs (including but not limited to Sam's Club and Costco),
- discount supercenters (including but not limited to Wal-Mart and Target).

Net Eligible Purchases: Net Eligible Purchases are Eligible Purchases minus any returns, disputed charges, unauthorized charges, illegal or fraudulent charges or other credits for such Purchases.

Program Restrictions: You will receive an automatic cash back rewards credit on each statement that has at least one Net Eligible Purchase. Automatic statement credits for cash back rewards will reduce the balance on your Account but will not count as payments. You will still be required to pay at least the Minimum Payment Due as shown on your billing statement each month. You WILL NOT earn cash back rewards for Purchases made while your Account is in default as defined within your Card Agreement. This Program excludes Accounts already enrolled in a different Credit One cash back rewards program.

Changes: The Program may be changed (added to, modified or deleted) by us at any time, including without limitation amendments to the definition of Eligible Purchases. We will give you prior notice to the extent required by law. The current version of this Program may be found at www.CreditOneBank.com along with the Card Agreement. Any revisions may affect your ability to earn cash back rewards.

Termination: We may suspend or terminate the Program or your participation in the Program at any time without prior notice. In such event, we will evaluate your Account for any eligible cash back rewards as of the Program termination date. Provided that you meet all of the other Program Restrictions listed above at that time, you will receive a distribution of the cash back rewards earned during the current billing period in the form of a statement credit.

Limited Liability: Unless otherwise required by law, this Program, or our Card Agreement with you, we will not be liable to you or anyone making a claim on your behalf, in connection with: (1) any change or termination of the Program; (2) any loss, damage, expense or inconvenience caused by any occurrence outside of our control; (3) any taxes that you incur as a result of receiving cash back rewards, payment of which taxes will be your responsibility; (4) any merchandise or services you purchase, or for any direct, indirect or consequential damages with respect to the use of your Account. In any event, any liability that Credit One may have to you in connection with the Program shall be limited to the amount of any cash back rewards you have earned in this Program. The Program and cash back rewards are void or limited where prohibited or restricted, respectively, by federal, state or local law.

Pricing Summary

Interest Rates and Interest Charges	
ANNUAL PERCENTAGE RATE (APR) for Purchases	23.99% This APR will vary with the market based on the Prime Rate.
ANNUAL PERCENTAGE RATE (APR) for Balance Transfers	23.99% This APR will vary with the market based on the Prime Rate.
ANNUAL PERCENTAGE RATE (APR) for Cash Advances	23.99% This APR will vary with the market based on the Prime Rate.
Paying Interest	Your due date is at least 24 days after the close of each billing cycle. We will not charge you any interest on Purchases if you pay your entire balance by the due date each month. We will begin charging interest on Cash Advances and Balance Transfers from the posting date.
Minimum Interest Charge	If you are charged interest, the charge will be no less than \$1.00.
For Credit Card Tips from the Consumer Financial Protection Bureau	To learn more about factors to consider when applying for or using a credit card, visit the website of the Consumer Financial Protection Bureau at http:// www.consumerfinance.gov/learnmore .
Fees	
Annual Fee	\$95
Transaction Fees <ul style="list-style-type: none"> • Balance Transfer • Cash Advance • Foreign Transaction 	Either \$10 or 5% of the amount of each Balance Transfer, whichever is greater. Either \$10 or 5% of the amount of each Cash Advance, whichever is greater. Either \$1 or 3% of the amount of each purchase in U.S. dollars, whichever is greater.
Penalty Fees <ul style="list-style-type: none"> • Late Payment • Returned Payment 	Up to \$39* Up to \$39**

How We Will Calculate Your Balance: We use a method called "average daily balance (including new Purchases)." See your Card Agreement for more details.

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

***Late Payment Fee:** We will charge the maximum safe harbor amount, which is set annually in accordance with 12 C.F.R 1026.52(b)(1)(ii)(D). Currently the fee is \$28, unless you incurred a Late Payment Fee during the prior six billing cycles. If you did, the fee is currently \$39. This fee will not exceed the related Minimum Payment that was due. We charge a Late Payment Fee to your Account if at least the Amount Due This Period (less any Late

Payment Fee for the current billing cycle) plus any Past Due Amount is not received by 5:00 p.m. PT on the Payment Due Date shown on your statement.

****Returned Payment Fee:** We will charge the maximum safe harbor amount, which is set annually in accordance with 12 C.F.R 1026.52(b)(1)(ii)(D). If a payment is not honored upon first presentment, even if the payment is later honored, a Returned Payment Fee will be charged to your Account. Currently, the fee is \$28, unless you incurred a Returned Payment Fee in the prior six billing cycles. If you did, the fee is currently \$39. This fee will not exceed the related Minimum Payment that was due.

Additional Rate Information: The Purchase, Balance Transfer and Cash Advance APR equals the Prime Rate plus a margin of 20.74%. This corresponds to a monthly periodic rate of 1.99917%.

Minimum Payments: You may pay the entire New Balance shown on your billing statement at any time. Each billing period you must pay at least the Minimum Payment Due by the Payment Due Date shown on your billing statement. The Minimum Payment Due will be the sum of:

- 3.5% of your outstanding balance, rounded up to the next whole dollar, or \$30, whichever is greater;
- any Late Payment Fee for the current billing cycle;
- and any Past Due Amount (excluding any past due Late Payment Fees).

The Agreement

This Agreement, together with the Pricing Summary, is your contract with us.

Accepting this Agreement: You accept this Agreement when you use the Account. You may still reject this Agreement if you have not yet used the Card, used the Account, or paid a fee after receiving a billing statement. To reject the Agreement, call us at 866-515-5721 or write us at Bank Card Center, P.O. Box 95516, Las Vegas, NV 89193-5516. If you reject the Agreement, you are not responsible for any fees or charges.

Arbitration: This Agreement includes an Arbitration Provision with class action and jury trial waivers. You can reject the Arbitration Provision. See "How to REJECT this agreement to arbitrate" in the Arbitration section. If you do not, it will be part of this Agreement.

Promise to Pay: You agree to pay us for all amounts due on your Account, including credit for Purchases, Balance Transfers, and Cash Advances, as well as interest charges and fees. This includes charges made by Additional Cardholders and other Authorized Users.

Definitions

Account means the Credit One Bank card account under this Agreement.

Authorized User means any person you allow to use your Account or Card, including Additional Cardholders. If the Authorized User has been issued a Card and you want to terminate the Authorized User, you must notify us by telephone or in writing.

Balance Transfer means a transaction we designate that allows you to use your Account to pay another creditor or yourself. Balance Transfers cannot be used to pay us or our affiliates. A Balance Transfer will be subject to the terms of the Balance Transfer offer and this Agreement.

Card refers to one or more cards or access devices, including your Account number, that we give you or someone else with your authorization to get credit under this Agreement.

Cardholder refers to each person with a card issued in their name.

Cash Advance means the use of your Account to obtain funds at a financial institution or the use of a Convenience Check.

Convenience Check means a check we issue to you to take a Cash Advance. You may not use these checks to pay us or our affiliates.

Purchase means the use of the Account to obtain goods or services.

Prime Rate means the highest U.S. Prime Rate in the Money Rates section of The Wall Street Journal on the 25th day of the month, or the next day if that day is not a publication day. If The Wall Street Journal does not publish the U.S. Prime Rate, we may substitute another index.

we, us, our, and Credit One Bank refer to Credit One Bank, N.A., the issuer of your Card.

you, and your refer to each person who has applied for the Account and where appropriate, the Authorized User.

Features and Use of Your Account

Using Your Card: You may make Purchases wherever the Card is accepted. You may use the Account to obtain Cash Advances, but you may not make more than two Cash Advance transactions per day and you may not obtain more than \$200 in Cash Advances per day. You may use the Account only for personal, family, or household purposes, and if your Account is used for any other purpose you are still responsible for such use. You may not use the Account for business or commercial purposes. The Account may not be used for online or internet gambling or illegal purposes.

Your Credit Limit: We will tell you your credit limit. Keep your Account balance below your credit limit. If you do not, you must still pay us. We may designate part of your credit limit as a Cash Advance limit and part as a Balance Transfer limit. We may change your credit limit(s) at any time, without notice. You may use a portion of your credit limit for Cash Advances and Balance Transfers. Each Purchase, Cash Advance, and Balance Transfer obtained will reduce the amount of available credit under your credit limit until it is repaid. We may delay increasing your available credit by the amount of any payment that we receive for up to 12 calendar days.

Credit Limit Increase: To request a credit limit increase contact the Customer Service number on your statement. We may impose a fee for processing the request.

Credit Authorizations: We may decline to authorize a transaction for any reason. We will not be liable to you if we decline a transaction or if anyone refuses any use of your Card.

Automatic Billing: You may set up automatic billing with a merchant. You authorize us to provide an updated Account number or Card expiration date to any merchant at our discretion. Contact the merchant to stop automatic billing.

Joint Accounts: If this is a joint account, each of you is responsible individually and together for all amounts owed. Each of you is responsible even if the Account is used by only one of you. You will continue to be liable for the entire balance of the Account, even if your co-applicant is ordered by a court to pay us. You will remain liable to us if your co-applicant fails to pay as ordered by the court. Your Account status will continue to be reported to the credit reporting agencies under each of your names. The delivery of notices or billing statements to either of you serves as delivery to each of you. We may rely on instructions given by either of you. We are not liable to either of you for relying upon such instructions.

Electronic Access: Applications (apps) on electronic devices (such as mobile wallets) can store your Card and can be used to get credit under this Agreement. Such transactions are covered by this Agreement. Apps may have separate terms of use. We are not responsible if you violate those terms or for any consequences from violating those terms.

Additional Cardholder: At your request, we may, at our discretion, issue, in the name of another person, an additional Card on your Account. That person is an Additional Cardholder, as well as an Authorized User. An Additional Cardholder has access to certain Account information including balance, available credit and payment information. If you advise us that the Additional Cardholder is your spouse, information regarding the Account will be provided to consumer reporting agencies in your name as well as in the name of the Additional Cardholder. By requesting that we add an Additional Cardholder to your Account, you represent that you (1) have the consent of the Additional Cardholder to be added to the Account, (2) have provided a copy of this Agreement to the Additional Cardholder, and (3) if the Additional Cardholder is your spouse, you have told the Additional Cardholder that Credit One Bank will furnish credit information about them to the credit reporting agencies in connection with the Account. The Additional Cardholder may report the Card lost or stolen and may remove him or herself from the Account.

Interest Rates and Interest Changes

Annual Percentage Rates (APRs): See the Pricing Summary for your APRs. The APR for Balance Transfers will be the same as the APR for standard Purchases, unless a promotional rate applies.

Variable Rates: Your Pricing Summary indicates whether you have any variable APRs. Variable APRs are determined by adding to the Prime Rate the number of percentage points ("margin") specified in the Pricing Summary. Variable APRs will increase or decrease when the Prime Rate changes. The APR change will take effect beginning with billing cycles that end on or after the first day of the month after the month in which the Prime Rate changes. An increase in the APR will increase your interest charges and may increase your Minimum Payment Due.

Average Daily Balance Method (including new transactions): We calculate interest each billing cycle by first figuring the "average daily balance" for each type of balance. Standard Purchases, standard Cash Advances, standard Balance Transfers, and each promotional offer, are all types of balances.

For each type of balance, for each billing cycle, we start with the balance on the last day of your previous billing cycle. We subtract any unpaid interest. This is the beginning balance each day. Each day of the billing cycle we subtract any new payments and credits applied to that type of balance. We

add any new transactions and fees for that type of balance. We add Purchases, Cash Advances, and Balance Transfers on the post date. We add transaction fees on promotional rate and non-promotional rate Balance Transfers to the same type of balance as the transaction. We add all other fees to the standard Purchase balance. This gives us the daily balance for that type of balance, except that if the daily balance is negative, we treat it as zero. We then add up all of the daily balances and divide by the number of days in the billing cycle. This gives us the "average daily balance" for that type of balance. We multiply the average daily balance by the applicable monthly periodic rate (the APR divided by 12). This gives us the interest charged for that type of balance for that billing cycle. This interest is included in the Account balance on the last day of the billing cycle. The results for all types of balances are then added together to determine the total interest charged that billing cycle.

When Interest Begins: We begin to impose interest on a transaction or fee from the day we add it to the daily balance. We continue to impose interest until you pay the total amount you owe us. You can avoid paying interest on Purchases as described below. However, you cannot avoid paying interest on Balance Transfers or Cash Advances.

How to Avoid Paying Interest on Purchases ("Grace Period"): If you pay the New Balance on your billing statement by the Payment Due Date shown on that billing statement, we will not impose interest on new Purchases paid by the Payment Due Date on your current billing statement. The Payment Due Date will be at least 24 days after the close of the billing cycle. If you have been paying your Account balance in full and thereby avoiding interest on Purchases, but then do not pay the next New Statement Balance in full by the Payment Due Date, in that billing cycle we will start charging interest on the unpaid portion of your balance.

Fees

See the Pricing Summary for additional Fee information.

Annual Fee: If your Account is subject to an Annual Fee, the amount and when it is billed is shown on the Pricing Summary. The Annual Fee is billed to the Account until the Account is closed and the outstanding balance is paid in full. The Annual Fee is refundable as long as you cancel your Account and have not used your card for any Purchases, Cash Advances, or Balance Transfers and you have not made a payment.

Credit Limit Increase Fee: If a fee is imposed for processing a Credit Limit increase request, we will tell you the amount of the fee at the time of your request and before you agree to it.

Transaction Fee for Balance Transfers: The transaction fee for Balance Transfers will be the same as the transaction fee for Cash Advances, unless a promotional fee applies.

Foreign Transaction Fee: We add this fee for each purchase made outside the U.S. (A purchase is made outside the U.S. unless it is made with a U.S. merchant, processed completely in the U.S., and in U.S. dollars.) The fee is a percentage of the U.S. dollar amount of the purchase.

Optional Express Payment Service Fee: If a representative of ours helps expedite your payment, we may impose an Express Payment fee. You will be informed of the amount of the fee before you complete the transaction.

Duplicate Statement Fee: If you request a duplicate copy of a monthly statement, for any purpose other than to assert a billing error, you will be charged a fee of up to \$10 for each statement copy requested.

Sales Slip Request Fee: If you request a copy of a sales slip, for any purpose other than to resolve a dispute about the charges on your Account, you will be charged a fee of \$6 for each sales slip copy requested.

Replacement Card Fee: If you request a replacement card, a Replacement Card Fee of up to \$25 may be charged to your Account.

Payments

Minimum Payment Due: See the Pricing Summary for the minimum payment requirements.

Small Balances: As it is uneconomical for both you and us to process payments or maintain credits that are \$1 or less in amount, you agree as follows: (1) In any billing cycle in which you have had no transactions and your New Balance on the billing date is \$1 or less, the balance will be rounded to zero and you will not receive a bill for this amount. (2) In the event that you have a credit balance of \$1 or less for two consecutive billing cycles, the balance will be rounded to zero and you will not receive a refund of this amount.

Payment Instructions: You must pay us in U.S. dollars, in funds on deposit in the U.S. We credit your payments in accordance with the terms contained on your billing statement. If you mail your payment to an address other than the address designated on your billing statement, there may be a delay in processing and crediting the payment to your Account.

Irregular Payments: Any payment submitted in offer of settlement of a disputed debt, including any item containing a notation such as “paid in full,” and any other item with a restrictive endorsement, must be sent to: Credit One Bank, P.O. Box 95516, Las Vegas, NV 89193-5516. We can accept late payments, partial payments, and checks or other items with restrictive endorsements at any other address without losing any of our rights under this Agreement.

Postdated Checks: You agree that we need not examine any payment check to confirm that it is not postdated and that we may deposit any postdated check on the day we receive it.

Payment Allocation: We apply payments up to the Minimum Payment Due and credits at our discretion, which may result in balances at lower APRs being paid first and higher interest charges. Payments over the Minimum Payment Due will be applied to balances with higher APRs first.

Collecting, Sharing, and Updating Information

Customer Privacy: We send you our Privacy Policy when you open your Account and thereafter in accordance with applicable law. It summarizes the personal information we collect; how we safeguard its confidentiality and security; when it may be shared with others; and how you can limit our sharing of this information. You accept the terms of our Privacy Policy when you use the Account. Contact us or visit CreditOne.com if you would like a copy.

Information About You: You authorize us to obtain and/or use information about you from third parties and credit reporting agencies to: (1) verify your identity and/or conduct investigative inquiries; (2) determine your income and credit eligibility; (3) review your Account and provide renewal of credit; (4) verify your current credit standing in order to present future credit limit increases or decreases; (5) qualify you for and present additional lines of credit or other offers; and (6) collect amounts owing on your Account. Upon request, we will tell you the name and address of any credit reporting agency that provided us with information concerning you.

Furnishing Information: We may furnish information concerning your Account or credit file to consumer reporting agencies and others who may properly receive that information. If you believe that information we furnished is inaccurate or incomplete, please write us at Credit One Bank, P. O. Box 98873, Las Vegas, NV 89193-8873. Please include your name, address, home phone number and Account number.

Telephone Calls, Text Messages and Emails Regarding Your Account: You are providing express written permission and consent authorizing Credit One Bank and our agents, servicers, contractors, subsidiaries, affiliates, officers, and other partners and employees to contact you at any phone number (including mobile, cellular/wireless, or similar devices) or email address you provide at any time, for any lawful purpose. The ways in which we may contact you include live operator, automatic telephone dialing systems (auto-dialer), prerecorded and artificial voice message, text/SMS message or email. Phone numbers and email addresses you provide include those you give to us, those from which you, or someone acting on your behalf, contact us or which we obtain through other means. If you provide a phone number for which you are not the owner, you confirm you are authorized to provide that number. Such lawful purposes include, but are not limited to: obtaining information; activation of the card for verification and identification purposes; account transactions or servicing related matters; suspected fraud or identity theft; collection on the Account; and providing information about special products and services. You agree to pay any fee(s) or charge(s) that you may incur for incoming communications from us or outgoing communications to us, to or from any such number or email address, without reimbursement from us.

Communication Revocation: You may revoke your authorization for most communications. However, you cannot revoke authorization for fraud related communications or legally required communications. To change your communication preferences or to revoke consent you must write us. Please:

- include your name, mailing address, and the last four digits of your Account number;
- specify whether you are changing your preferences regarding mail, telephone calls, emails, and/or text or SMS messages;
- provide the specific phone number(s) and/or email address for which you are requesting communications to cease;
- send this written notice to: Credit One Bank, P.O. Box 98873, Las Vegas, NV 89193-8873.

Certain communication preferences can be changed on-line. Please log in to your Account to see if that option is available.

Telephone Monitoring: You agree that we (and our servicers, agents and contractors) may monitor and record any calls between you and us.

Updating Your Phone Number: Notify us immediately if you change mobile or cell phone numbers or plan to give your phone to someone else. It is your responsibility to provide us with a true, accurate and complete mobile number and to maintain and update promptly any changes in this information. You can update your mobile number by calling us at the phone number on the back of your Card.

Indemnification: If you provide telephone number(s) for which you are not the subscriber, or fail to notify us when you cease to be the subscriber for a telephone number you previously gave us, you agree to indemnify us, our subsidiaries, affiliates, officers, agents, servicers, contractors, and other

partners and employees for any costs and expenses, including reasonable attorneys' fees, incurred as a result of us contacting or attempting to contact you at the number(s). Your obligation under this paragraph shall survive termination of the Agreement.

Account Closure

Default: You are in default under this Agreement if (1) bankruptcy or another insolvency proceeding is filed by or against you; (2) we reasonably believe you are unable or unwilling to repay us; (3) you die or are legally incompetent or incapacitated; (4) you fail to comply with the terms of this Agreement, including failing to make a required payment when due, exceeding your credit limit or using your Card or Account for an illegal transaction; (5) you give us misleading, false, incomplete or incorrect information or fail to give us any information we deem necessary; or (6) if you no longer permanently reside in one of the 50 states or the District of Columbia. If you are in default, we may declare the entire Account balance immediately due and payable without advance notice.

Collection Costs: If we use an attorney to collect your Account, we may charge you our legal costs as permitted by law. These include reasonable attorneys' fees, court or other collection costs, and fees and costs of any appeal.

Closing Your Account: You may close your Account at any time. You will remain responsible for any amount you owe us under this Agreement. Any joint Cardholder may cancel a joint Account. However, both of you will remain responsible for paying all amounts owed. If your Account is subject to an Annual Fee, the fee will continue to be charged until you pay your outstanding balance in full.

We may cancel, suspend or not renew your Card, Account, or access to the credit line at any time and for any reason without notice. If your Account is closed by us, the Annual Fee will continue to be charged until you pay your outstanding balance in full.

However, when your Account is closed, if there is: (1) a debit balance of \$1 or less, that balance will be rounded to zero and you will not be required to pay this amount; or (2) a credit balance of \$1 or less, that balance will be rounded to zero and this amount will not be refunded to you. The rounding to zero may occur after your closing statement cycles, and you may not receive a statement reflecting the rounding.

Arbitration Agreement

PLEASE READ CAREFULLY—IMPORTANT—AFFECTS YOUR LEGAL RIGHTS

This agreement to arbitrate provides that you or we can require controversies or disputes between us to be resolved by BINDING ARBITRATION. You have the right to REJECT this agreement to arbitrate by using the procedure explained below.

If you do not reject this agreement to arbitrate, you GIVE UP YOUR RIGHT TO GO TO COURT and controversies or disputes between us will be resolved by a NEUTRAL ARBITRATOR INSTEAD OF A JUDGE OR JURY, using rules that are simpler and more limited than in a court. Arbitrator decisions are subject to VERY LIMITED REVIEW BY A COURT. Arbitration will proceed INDIVIDUALLY— CLASS ACTIONS AND SIMILAR PROCEDURES WILL NOT BE AVAILABLE TO YOU.

Agreement to Arbitrate: You and we agree that either you or we may, without the other's consent, require that controversies or disputes between you and us (all of which are called "Claims"), be submitted to mandatory, binding arbitration. This agreement to arbitrate is made pursuant to a transaction involving interstate commerce, and shall be governed by, and enforceable under, the Federal Arbitration Act (the "FAA"), 9 U.S.C. §1 et seq., and (to the extent State law is applicable), the laws of the State of Nevada.

For purposes of this agreement to arbitrate, "you" includes you, any co-applicant, any Authorized User (including Additional Cardholders), or anyone else connected with you or claiming through you; and "we" or "us" includes Credit One Bank, N.A., all of its parents, subsidiaries, affiliates, successors, predecessors, employees, and related persons or entities, and all third parties who are regarded as agents or representatives of us in connection with the subject matter of the claim or dispute at issue.

Covered Claims: Claims subject to arbitration include, but are not limited to, any controversies or disputes arising from or relating in any way to your Account; any transactions involving your Account; any disclosures made to you concerning your Account; any interest, charges, or fees assessed on your Account; any service(s) or programs related to your Account; and, if permitted by the rules of the arbitration forum, any collection of debt related to your Account. Claims also include controversies or disputes arising from or relating in any way to advertising, solicitations, or any application for, approval of, or establishment of your Account. Claims subject to arbitration include any controversies or disputes based on any theory of law, whether contract, tort, statute, regulation, common law, or equity, or whether they seek legal or equitable remedies. All Claims are subject to arbitration whether they arose in the past, may currently exist, or may arise in the future. Arbitration will apply even if your Account is closed, you pay us in full any outstanding debt you owe, or you file for bankruptcy. Also, controversies or disputes about the validity, enforceability, coverage, meaning, or scope of this agreement to arbitrate or any part thereof are subject to arbitration and are for the arbitrator to decide. Any questions about what Claims are subject to arbitration shall be resolved by interpreting this agreement to arbitrate in the broadest way the law will allow it to be enforced.

Claims Not Covered: Claims (whether brought initially or by counter or cross-claim) are not subject to arbitration if they are filed by you or us in a small claims court, so long as the case remains in such court and only individual claims for relief are advanced in the case.

No Class Arbitration or Consolidation or Joinder of Parties: Class actions and other similar procedures in which individuals seek to represent similarly situated individuals or seek relief on behalf of the general public, and consolidation or joinder of Claims (except for claimants on the same account), are NOT available under this agreement to arbitrate. Claims in arbitration will proceed on an INDIVIDUAL basis only:

UNLESS YOU REJECT THIS AGREEMENT TO ARBITRATE, YOU AND WE WAIVE THE RIGHT TO ASSERT OR PARTICIPATE
IN A CLASS ACTION OR ANY REPRESENTATIVE OR CONSOLIDATED PROCEEDING IN COURT OR IN ARBITRATION.

The arbitrator shall have no authority to entertain any Claim as a class action or private attorney general action or on any other similar representative basis, nor shall the arbitrator have any authority to consolidate or join Claims brought by separate claimants (except for claimants on the same account). This also means that the arbitrator shall have no authority to make any award for the benefit of, or against, any person other than the individual who is the named party.[†]

†Notice to California Account Holders: This agreement to arbitrate shall not be construed to prevent you from seeking in the arbitration the remedy of public injunctive relief if (a) you reside in California, (b) you resided in California at the time you entered into this agreement to arbitrate, or (iii) the billing address for your Account is a California address (hereafter, "California Account Holder").

Initiation of Arbitration: The arbitration shall be administered by the American Arbitration Association ("AAA") before a single arbitrator under the AAA's Consumer Arbitration Rules, or by a mutually agreeable administrator, before a single arbitrator, as modified by this arbitration provision. Information about the arbitration process for AAA can be obtained from the AAA at www.adr.org. The arbitrator shall be selected from the AAA (or mutually agreeable administrator) panel of neutrals then active on the roster maintained by the AAA (or mutually agreeable administrator) office located in the city of or nearest to your billing address and, unless otherwise mutually agreed, the arbitrator shall be a retired federal judge, a retired state appellate judge, a retired state trial judge, or a lawyer with at least 15 years of experience in that order of preference.

In the event that the AAA or mutually agreeable administrator is unable or unwilling to handle the Claim for any reason, then the matter shall be arbitrated instead by a neutral arbitrator selected by agreement of the parties (or, if the parties cannot agree, selected by a court in accordance with the FAA).

Arbitration Procedures and Applicable Law; Offer of Settlement: Unlike a lawsuit in state or federal court, arbitration is conducted by a private organization that specializes in alternative dispute resolution. Disputes in arbitration are decided by a neutral arbitrator instead of a judge or jury. You may represent yourself in arbitration, or you may be represented by a lawyer.

Under this agreement to arbitrate, a single arbitrator designated by the arbitration administrator will decide the Claim under applicable law. The arbitrator is bound by the terms of this agreement to arbitrate. The AAA or mutually agreeable administrator will apply its code of procedures in effect at the time the arbitration claim is filed. If there is a conflict between that code of procedures and this arbitration provision and/or any sections of this Card Agreement, this arbitration provision and/or this Card Agreement will control. The arbitrator will honor all claims of privilege recognized by law. Subject to the prohibition on class, representative, and consolidation procedures set forth above, the arbitrator will have the power to award to a party any damages or other relief (including relief in equity) provided for under applicable law. That is, a party will be entitled to recover in arbitration any damages or other relief that it could recover if it prevailed in a court proceeding. An arbitrator's award shall consist of a written statement setting forth the disposition of each Claim. At the request of any party, the arbitrator shall also set forth a written explanation of the essential findings and conclusions on which the award is based. An arbitration award shall decide the rights and obligations only of the parties named in the arbitration, and shall not have any bearing on another person or dispute.

If your Claim is for \$10,000 or less, you may choose whether the arbitration will be conducted solely on the basis of documents, in a telephonic hearing, or in an in-person hearing.

Any in-person hearing will take place in the federal judicial district that includes your billing address at the time the Claim is filed, unless the parties agree to a different place.

The Arbitrator's Decision: The arbitrator's decision will be final and binding on the parties. A party can file a written appeal to the arbitration administrator within thirty (30) days after an award is issued. The appeal will proceed before a panel of three neutral arbitrators designated by the same arbitration administrator. The panel will decide anew all factual and legal issues, following the same rules of procedure, by majority vote any aspect of the original decision objected to. The costs of such an appeal will be borne in accordance with the below paragraph entitled "Fees and Costs". Any review by a court shall be governed by the Federal Arbitration Act. Any final arbitration award will be binding on the named parties and enforceable by any court having jurisdiction.

Fees and Costs: We will pay any costs that are required to be paid by us under the arbitration administrator's rules of procedure. If you file the arbitration, you will pay your share of the initial filing fee, unless you seek and qualify for a fee waiver under the applicable rules of the arbitration administrator. The party filing an appeal shall be responsible for all filing fees and costs of the appeal unless prohibited by administrator's rules of procedure. All parties are responsible for their own attorney's fees, expert fees and any other expenses, unless the arbitrator awards such fees or expenses to you or us if allowed by applicable law.

Other Parties Subject to this Agreement to Arbitrate: In addition to you and us, the rights and duties described in this agreement to arbitrate apply to: any third party co-defendant of a claim subject to this arbitration provision; all joint account holders, Additional Cardholders, and Authorized Users of your Account(s).

How to REJECT this Agreement to Arbitrate: You can reject this agreement to arbitrate but only if we receive from you a written notice of rejection within 45 days after it was first provided to you. To reject this agreement to arbitrate you must send the notice of rejection to: Credit One Bank, Attention: Arbitration Opt Out, P. O. Box 98873, Las Vegas, NV 89193-8873. Rejection notices sent to any other address will not be accepted or effective. If you decide to reject this agreement to arbitrate in writing, your notice must state that you reject this agreement to arbitrate and include your name, address, account number, and personal signature. Rejection of arbitration will not affect your other rights or responsibilities under this Card Agreement.

Survival, Severability, and Amendment of Terms:

Survival. This agreement to arbitrate shall survive changes in the Agreement and termination of the Account or the relationship between you and us, including the bankruptcy of any party and any transfer or sale of your Account, or amounts owed on your Account, to another person or entity.

Severability. If any part or parts of your agreement to arbitrate are declared unenforceable, then such specific part or parts shall be of no force or effect and shall be severed, but the remainder of this agreement to arbitrate shall continue in full force and effect. If, however, the entire agreement to arbitrate or your waiver of the right to bring or participate in a class or representative action or in consolidation procedures is unenforceable, then the agreement to arbitrate shall be of no force or effect. Notwithstanding the preceding sentence, with respect to California Account Holders, if arbitration is unenforceable, in whole or in part, you and we agree to resolve any Claim by a judicial reference proceeding as described above.

Amendment in Writing Only. This agreement to arbitrate may not be amended, severed, or waived, except as expressly provided in the Agreement or in a written agreement between you and us.

Other Information

Transactions in Foreign Currencies: If you make a transaction at a merchant that settles in a currency other than U.S. dollars, Mastercard International Incorporated or Visa Incorporated will convert that charge into a U.S. Dollar amount. That conversion will be done at a rate selected by Mastercard or Visa from the range of rates available in wholesale currency markets for the applicable central processing date, which rate may vary from the rate Mastercard or Visa itself receives, or the government-mandated rate in effect for the applicable central processing date. The currency conversion rate used on the processing date may differ from the rate that would have been used on the purchase date or on the date the transaction is posted to your Account. You agree to pay the converted amount, including any charges for the conversion that may be imposed as described above.

Changes to Your Agreement: The rates, fees and terms of this Agreement may change and we may add or delete any term to this Agreement, consistent with applicable law. We will give you advance written notice of these changes and a right to reject the change, if required by law.

Unauthorized Use: Notify us immediately if your Card is lost or stolen or you suspect that someone is using your Card or Account without your permission.

Assignment: We may assign any or all of our rights and obligations under this Agreement. You may not assign any of your rights or obligations under this Agreement.

No Waiver: We will not lose our rights under this Agreement because we delay or do not enforce them.

Governing Law: This Agreement is governed by and interpreted in accordance with the laws applicable to national banks, and, where no such laws apply, by the laws of the State of Nevada, excluding the conflicts of law provisions thereof, regardless of your state of residence.

Conformance with Law; Severability: If any part of this Agreement conflicts with applicable law, that provision will be considered modified to conform to applicable law. If any part of this Agreement is invalid, the rest shall remain in effect, except as otherwise noted in the Arbitration Provision.

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 the Billing Inquiries address on the statement.

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 \$50.00 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 \$50.00. (Note: Neither of these are necessary if your purchase was based on an advertisement we mailed to you, or if we own or operate 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 the Billing Inquiries address shown on your statement.

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

Cash Back Rewards Program Supplement

This Supplement describes the terms and conditions of the Credit One Bank Cash Back Rewards Program ("Program") and supplements the Card Agreement that governs your credit card account issued by Credit One Bank, N.A. (the "Account"). By using the Account, you agree to participate in the Program. Your participation is subject to the terms of the Card Agreement, including the arbitration provision, if applicable, and this Supplement. In the event of a conflict between the Card Agreement and this Supplement, with respect to matters relating to the Program, this Supplement controls.

Earning Cash Back Rewards: You earn cash back rewards in the form of an automatic statement credit for purchases using your Account minus returns, refunds, disputed charges and fraudulent transactions ("Net Eligible Purchases"), as follows:

- 5% cash back rewards on eligible gas, grocery, mobile phone service, and internet, cable and satellite TV service purchases for the first \$5,000 per calendar year in eligible gas, grocery, mobile phone service, and internet, cable and satellite TV service purchases, and then 1% thereafter.
- ❖ **Certain Non-Eligible Purchases.** You will only earn 1% cash back rewards, not 5%, for:
 - Any purchase at a warehouse club (including but not limited to Sam's Club and Costco);
 - Groceries purchased at stores that sell groceries and other products like drugstores and convenience stores or at smaller stores like bakeries, candy, nut or confection stores;
 - Purchases for oil or propane or at home heating companies; and
 - Purchases made with PayPal or at a discount supercenter (including but not limited to Wal-Mart and Target).
- 1% cash back rewards on all other purchases, including, the non-eligible purchases listed above.

You do not earn cash back rewards on Cash Advances, Balance Transfers, unauthorized charges, items returned for credit, interest, fees, and other charges. We will post a statement credit to your Account within seven days after the end of the month based on the Net Eligible Purchases made with your Account from the 27th of the previous month to the 26th of the current month. If your Account is in default, as defined in your Card Agreement, at the time any credit is to be posted, you WILL NOT receive the applicable credit. Cash back rewards have no cash value.

Merchant Categories: Merchants who accept credit cards are assigned a merchant code, which is determined by the merchant or its processor in accordance with the applicable credit card network's procedures based on the kinds of products and services they primarily sell. We have no control over merchant codes. Please note:

- We make every effort to include all relevant merchant codes in our cash back rewards categories. However, even though a merchant or some of the items that it sells may appear to fit within a cash back rewards category, the merchant may not have a merchant code in that category. When this occurs, purchases with that merchant won't qualify for cash back rewards on purchases in that category.
- Although a merchant or the items that it sells may appear to fit the cash back rewards categories, the merchant may not have or use an eligible merchant code. Purchases made without an eligible code WILL NOT qualify for cash back rewards. A merchant with more than one location may submit purchases using different codes, including codes that are not eligible under this Program. This means that purchases from the same merchant at a different location may result in no cash back rewards.
- Purchases submitted by you, an authorized user, or the merchant through third-party payment accounts, mobile or wireless card readers, online or mobile digital wallets, or similar technology will not qualify in a cash back rewards category if the technology is not set up to process the purchase in that cash back rewards category.

Program Restrictions: You will receive an automatic cash back rewards credit on each statement that has at least one Net Purchase. Automatic statement credits for cash back rewards will reduce the balance on your Account but will not count as payments. You will still be required to pay at least the Minimum Payment Due as shown on your billing statement each month. You WILL NOT earn cash back rewards for Purchases made while your Account is in default as defined within your Card Agreement. This Program excludes Accounts already enrolled in a different Credit One Bank cash back rewards program.

Changes: The Program may be changed (added to, modified or deleted) by us at any time, including without limitation amendments to the definition of eligible and non-eligible purchase at any time without notice. We will give you prior notice to the extent required by law. Any revisions may affect your ability to earn cash back rewards.

Termination: We may suspend or terminate the Program or your participation in the Program at any time without prior notice. In such event, we will evaluate your Account for any eligible cash back rewards as of the Program termination date. Provided that you meet all of the other Program Restrictions listed above at that time, you will receive a distribution of the cash back rewards earned during the current billing period in the form of a statement credit.

Limited Liability: Unless otherwise required by law, this Program, or our Card Agreement with you, we will not be liable to you or anyone making a claim on your behalf, in connection with: (1) any change or termination of the Program; (2) any loss, damage, expense or inconvenience caused by any occurrence outside of our control; (3) any taxes that you incur as a result of receiving cash back rewards, payment of which taxes will be your responsibility; (4) any merchandise or services you purchase, or for any direct, indirect or consequential damages with respect to the use of your Account. In any event, any liability that Credit One Bank may have to you in connection with the Program shall be limited to the amount of any cash back rewards you have earned in this Program. The Program and cash back rewards are void or limited where prohibited or restricted, respectively, by federal, state or local law.

Pricing Summary

Interest Rates and Interest Charges	
ANNUAL PERCENTAGE RATE (APR) for Purchases	23.99% This APR will vary with the market based on the Prime Rate.
ANNUAL PERCENTAGE RATE (APR) for Balance Transfers	23.99% This APR will vary with the market based on the Prime Rate.
ANNUAL PERCENTAGE RATE (APR) for Cash Advances	23.99% This APR will vary with the market based on the Prime Rate.
Paying Interest	Your due date is at least 24 days after the close of each billing cycle. We will not charge you any interest on Purchases if you pay your entire balance by the due date each month. We will begin charging interest on Cash Advances and Balance Transfers from the posting date.
Minimum Interest Charge	If you are charged interest, the charge will be no less than \$1.00.
For Credit Card Tips from the Consumer Financial Protection Bureau	To learn more about factors to consider when applying for or using a credit card, visit the website of the Consumer Financial Protection Bureau at http:// www.consumerfinance.gov/learnmore .
Fees	
Annual Fee	\$0
Transaction Fees • Balance Transfer • Cash Advance • Foreign Transaction	Either \$10 or 5% of the amount of each Balance Transfer, whichever is greater. Either \$10 or 5% of the amount of each Cash Advance, whichever is greater. Either \$1 or 3% of the amount of each purchase in U.S. dollars, whichever is greater.
Penalty Fees • Late Payment • Returned Payment	Up to \$39* Up to \$39**

How We Will Calculate Your Balance: We use a method called “average daily balance (including new Purchases).” See your Card Agreement for more details.

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

***Late Payment Fee:** We will charge the maximum safe harbor amount, which is set annually in accordance with 12 C.F.R 1026.52(b)(1)(ii)(D). Currently the fee is \$28, unless you incurred a Late Payment Fee during the prior six billing cycles. If you did, the fee is currently \$39. This fee will not exceed the related Minimum Payment that was due. We charge a Late Payment Fee to your Account if at least the Amount Due This Period (less any Late Payment Fee for the current billing cycle) plus any Past Due Amount is not received by 5:00 p.m. PT on the Payment Due Date shown on your statement.

****Returned Payment Fee:** We will charge the maximum safe harbor amount, which is set annually in accordance with 12 C.F.R 1026.52(b)(1)(ii)(D). If a payment is not honored upon first presentment, even if the payment is later honored, a Returned Payment Fee will be charged to your Account. Currently, the fee is \$28, unless you incurred a Returned Payment Fee in the prior six billing cycles. If you did, the fee is currently \$39. This fee will not exceed the related Minimum Payment that was due.

Additional Rate Information: The Purchase, Balance Transfer and Cash Advance APR equals the Prime Rate plus a margin of 20.74%. This corresponds to a monthly periodic rate of 1.99917%.

Minimum Payments: You may pay the entire New Balance shown on your billing statement at any time. Each billing period you must pay at least the Minimum Payment Due by the Payment Due Date shown on your billing statement. The Minimum Payment Due will be the sum of:

- 3.5% of your outstanding balance, rounded up to the next whole dollar, or \$30, whichever is greater;
- any Late Payment Fee for the current billing cycle;
- and any Past Due Amount (excluding any past due Late Payment Fees).

The Agreement

This Agreement, together with the Pricing Summary, is your contract with us.

Accepting this Agreement: You accept this Agreement when you use the Account. You may still reject this Agreement if you have not yet used the Card, used the Account, or paid a fee after receiving a billing statement. To reject the Agreement, call us at 866-515-5721 or write us at Bank Card Center, P.O. Box 95516, Las Vegas, NV 89193-5516. If you reject the Agreement, you are not responsible for any fees or charges.

Arbitration: This Agreement includes an Arbitration Provision with class action and jury trial waivers. You can reject the Arbitration Provision. See "How to REJECT this agreement to arbitrate" in the Arbitration section. If you do not, it will be part of this Agreement.

Promise to Pay: You agree to pay us for all amounts due on your Account, including credit for Purchases, Balance Transfers, and Cash Advances, as well as interest charges and fees. This includes charges made by Additional Cardholders and other Authorized Users.

Definitions

Account means the Credit One Bank card account under this Agreement.

Authorized User means any person you allow to use your Account or Card, including Additional Cardholders. If the Authorized User has been issued a Card and you want to terminate the Authorized User, you must notify us by telephone or in writing.

Balance Transfer means a transaction we designate that allows you to use your Account to pay another creditor or yourself. Balance Transfers cannot be used to pay us or our affiliates. A Balance Transfer will be subject to the terms of the Balance Transfer offer and this Agreement.

Card refers to one or more cards or access devices, including your Account number, that we give you or someone else with your authorization to get credit under this Agreement.

Cardholder refers to each person with a card issued in their name.

Cash Advance means the use of your Account to obtain funds at a financial institution or the use of a Convenience Check.

Convenience Check means a check we issue to you to take a Cash Advance. You may not use these checks to pay us or our affiliates.

Purchase means the use of the Account to obtain goods or services.

Prime Rate means the highest U.S. Prime Rate in the Money Rates section of The Wall Street Journal on the 25th day of the month, or the next day if that day is not a publication day. If The Wall Street Journal does not publish the U.S. Prime Rate, we may substitute another index.

we, us, our, and **Credit One Bank** refer to Credit One Bank, N.A., the issuer of your Card.

you, and **your** refer to each person who has applied for the Account and where appropriate, the Authorized User.

Features and Use of Your Account

Using Your Card: You may make Purchases wherever the Card is accepted. You may use the Account to obtain Cash Advances, but you may not make more than two Cash Advance transactions per day and you may not obtain more than \$200 in Cash Advances per day. You may use the Account only for personal, family, or household purposes, and if your Account is used for any other purpose you are still responsible for such use. You may not use the Account for business or commercial purposes. The Account may not be used for online or internet gambling or illegal purposes.

Your Credit Limit: We will tell you your credit limit. Keep your Account balance below your credit limit. If you do not, you must still pay us. We may designate part of your credit limit as a Cash Advance limit and part as a Balance Transfer limit. We may change your credit limit(s) at any time, without notice. You may use a portion of your credit limit for Cash Advances and Balance Transfers. Each Purchase, Cash Advance, and Balance Transfer obtained will reduce the amount of available credit under your credit limit until it is repaid. We may delay increasing your available credit by the amount of any payment that we receive for up to 12 calendar days.

Credit Limit Increase: To request a credit limit increase contact the Customer Service number on your statement. We may impose a fee for processing the request.

Credit Authorizations: We may decline to authorize a transaction for any reason. We will not be liable to you if we decline a transaction or if anyone refuses any use of your Card.

Automatic Billing: You may set up automatic billing with a merchant. You authorize us to provide an updated Account number or Card expiration date to any merchant at our discretion. Contact the merchant to stop automatic billing.

Joint Accounts: If this is a joint account, each of you is responsible individually and together for all amounts owed. Each of you is responsible even if the Account is used by only one of you. You will continue to be liable for the entire balance of the Account, even if your co-applicant is ordered by a court to pay us. You will remain liable to us if your co-applicant fails to pay as ordered by the court. Your Account status will continue to be reported to the credit reporting agencies under each of your names. The delivery of notices or billing statements to either of you serves as delivery to each of you. We may rely on instructions given by either of you. We are not liable to either of you for relying upon such instructions.

Electronic Access: Applications (apps) on electronic devices (such as mobile wallets) can store your Card and can be used to get credit under this Agreement. Such transactions are covered by this Agreement. Apps may have separate terms of use. We are not responsible if you violate those terms or for any consequences from violating those terms.

Additional Cardholder: At your request, we may, at our discretion, issue, in the name of another person, an additional Card on your Account. That person is an Additional Cardholder, as well as an Authorized User. An Additional Cardholder has access to certain Account information including balance, available credit and payment information. If you advise us that the Additional Cardholder is your spouse, information regarding the Account will be provided to consumer reporting agencies in your name as well as in the name of the Additional Cardholder. By requesting that we add an Additional Cardholder to your Account, you represent that you (1) have the consent of the Additional Cardholder to be added to the Account, (2) have provided a copy of this Agreement to the Additional Cardholder, and (3) if the Additional Cardholder is your spouse, you have told the Additional Cardholder that Credit One Bank will furnish credit information about them to the credit reporting agencies in connection with the Account. The Additional Cardholder may report the Card lost or stolen and may remove him or herself from the Account.

Interest Rates and Interest Changes

Annual Percentage Rates (APRs): See the Pricing Summary for your APRs. The APR for Balance Transfers will be the same as the APR for standard Purchases, unless a promotional rate applies.

Variable Rates: Your Pricing Summary indicates whether you have any variable APRs. Variable APRs are determined by adding to the Prime Rate the number of percentage points ("margin") specified in the Pricing Summary. Variable APRs will increase or decrease when the Prime Rate changes. The APR change will take effect beginning with billing cycles that end on or after the first day of the month after the month in which the Prime Rate changes. An increase in the APR will increase your interest charges and may increase your Minimum Payment Due.

Average Daily Balance Method (including new transactions): We calculate interest each billing cycle by first figuring the “average daily balance” for each type of balance. Standard Purchases, standard Cash Advances, standard Balance Transfers, and each promotional offer, are all types of balances.

For each type of balance, for each billing cycle, we start with the balance on the last day of your previous billing cycle. We subtract any unpaid interest. This is the beginning balance each day. Each day of the billing cycle we subtract any new payments and credits applied to that type of balance. We add any new transactions and fees for that type of balance. We add Purchases, Cash Advances, and Balance Transfers on the post date. We add transaction fees on promotional rate and non-promotional rate Balance Transfers to the same type of balance as the transaction. We add all other fees to the standard Purchase balance. This gives us the daily balance for that type of balance, except that if the daily balance is negative, we treat it as zero. We then add up all of the daily balances and divide by the number of days in the billing cycle. This gives us the “average daily balance” for that type of balance. We multiply the average daily balance by the applicable monthly periodic rate (the APR divided by 12). This gives us the interest charged for that type of balance for that billing cycle. This interest is included in the Account balance on the last day of the billing cycle. The results for all types of balances are then added together to determine the total interest charged that billing cycle.

When Interest Begins: We begin to impose interest on a transaction or fee from the day we add it to the daily balance. We continue to impose interest until you pay the total amount you owe us. You can avoid paying interest on Purchases as described below. However, you cannot avoid paying interest on Balance Transfers or Cash Advances.

How to Avoid Paying Interest on Purchases (“Grace Period”): If you pay the New Balance on your billing statement by the Payment Due Date shown on that billing statement, we will not impose interest on new Purchases paid by the Payment Due Date on your current billing statement. The Payment Due Date will be at least 24 days after the close of the billing cycle. If you have been paying your Account balance in full and thereby avoiding interest on Purchases, but then do not pay the next New Statement Balance in full by the Payment Due Date, in that billing cycle we will start charging interest on the unpaid portion of your balance.

Fees

See the Pricing Summary for additional Fee information.

Annual Fee: If your Account is subject to an Annual Fee, the amount and when it is billed is shown on the Pricing Summary. The Annual Fee is billed to the Account until the Account is closed and the outstanding balance is paid in full. The Annual Fee is refundable as long as you cancel your Account and have not used your card for any Purchases, Cash Advances, or Balance Transfers and you have not made a payment.

Credit Limit Increase Fee: If a fee is imposed for processing a Credit Limit increase request, we will tell you the amount of the fee at the time of your request and before you agree to it.

Transaction Fee for Balance Transfers: The transaction fee for Balance Transfers will be the same as the transaction fee for Cash Advances, unless a promotional fee applies.

Foreign Transaction Fee: We add this fee for each purchase made outside the U.S. (A purchase is made outside the U.S. unless it is made with a U.S. merchant, processed completely in the U.S., and in U.S. dollars.) The fee is a percentage of the U.S. dollar amount of the purchase.

Optional Express Payment Service Fee: If a representative of ours helps expedite your payment, we may impose an Express Payment fee. You will be informed of the amount of the fee before you complete the transaction.

Duplicate Statement Fee: If you request a duplicate copy of a monthly statement, for any purpose other than to assert a billing error, you will be charged a fee of up to \$10 for each statement copy requested.

Sales Slip Request Fee: If you request a copy of a sales slip, for any purpose other than to resolve a dispute about the charges on your Account, you will be charged a fee of \$6 for each sales slip copy requested.

Replacement Card Fee: If you request a replacement card, a Replacement Card Fee of up to \$25 may be charged to your Account.

Payments

Minimum Payment Due: See the Pricing Summary for the minimum payment requirements.

Small Balances: As it is uneconomical for both you and us to process payments or maintain credits that are \$1 or less in amount, you agree as follows: (1) In any billing cycle in which you have had no transactions and your New Balance on the billing date is \$1 or less, the balance will be rounded to

zero and you will not receive a bill for this amount. (2) In the event that you have a credit balance of \$1 or less for two consecutive billing cycles, the balance will be rounded to zero and you will not receive a refund of this amount.

Payment Instructions: You must pay us in U.S. dollars, in funds on deposit in the U.S. We credit your payments in accordance with the terms contained on your billing statement. If you mail your payment to an address other than the address designated on your billing statement, there may be a delay in processing and crediting the payment to your Account.

Irregular Payments: Any payment submitted in offer of settlement of a disputed debt, including any item containing a notation such as "paid in full," and any other item with a restrictive endorsement, must be sent to: Credit One Bank, P.O. Box 95516, Las Vegas, NV 89193-5516. We can accept late payments, partial payments, and checks or other items with restrictive endorsements at any other address without losing any of our rights under this Agreement.

Postdated Checks: You agree that we need not examine any payment check to confirm that it is not postdated and that we may deposit any postdated check on the day we receive it.

Payment Allocation: We apply payments up to the Minimum Payment Due and credits at our discretion, which may result in balances at lower APRs being paid first and higher interest charges. Payments over the Minimum Payment Due will be applied to balances with higher APRs first.

Collecting, Sharing, and Updating Information

Customer Privacy: We send you our Privacy Policy when you open your Account and thereafter in accordance with applicable law. It summarizes the personal information we collect; how we safeguard its confidentiality and security; when it may be shared with others; and how you can limit our sharing of this information. You accept the terms of our Privacy Policy when you use the Account. Contact us or visit CreditOne.com if you would like a copy.

Information About You: You authorize us to obtain and/or use information about you from third parties and credit reporting agencies to: (1) verify your identity and/or conduct investigative inquiries; (2) determine your income and credit eligibility; (3) review your Account and provide renewal of credit; (4) verify your current credit standing in order to present future credit limit increases or decreases; (5) qualify you for and present additional lines of credit or other offers; and (6) collect amounts owing on your Account. Upon request, we will tell you the name and address of any credit reporting agency that provided us with information concerning you.

Furnishing Information: We may furnish information concerning your Account or credit file to consumer reporting agencies and others who may properly receive that information. If you believe that information we furnished is inaccurate or incomplete, please write us at Credit One Bank, P. O. Box 98873, Las Vegas, NV 89193-8873. Please include your name, address, home phone number and Account number.

Telephone Calls, Text Messages and Emails Regarding Your Account: You are providing express written permission and consent authorizing Credit One Bank and our agents, servicers, contractors, subsidiaries, affiliates, officers, and other partners and employees to contact you at any phone number (including mobile, cellular/wireless, or similar devices) or email address you provide at any time, for any lawful purpose. The ways in which we may contact you include live operator, automatic telephone dialing systems (auto-dialer), prerecorded and artificial voice message, text/SMS message or email. Phone numbers and email addresses you provide include those you give to us, those from which you, or someone acting on your behalf, contact us or which we obtain through other means. If you provide a phone number for which you are not the owner, you confirm you are authorized to provide that number. Such lawful purposes include, but are not limited to: obtaining information; activation of the card for verification and identification purposes; account transactions or servicing related matters; suspected fraud or identity theft; collection on the Account; and providing information about special products and services. You agree to pay any fee(s) or charge(s) that you may incur for incoming communications from us or outgoing communications to us, to or from any such number or email address, without reimbursement from us.

Communication Revocation: You may revoke your authorization for most communications. However, you cannot revoke authorization for fraud related communications or legally required communications. To change your communication preferences or to revoke consent you must write us. Please:

- include your name, mailing address, and the last four digits of your Account number;
- specify whether you are changing your preferences regarding mail, telephone calls, emails, and/or text or SMS messages;
- provide the specific phone number(s) and/or email address for which you are requesting communications to cease;
- send this written notice to: Credit One Bank, P.O. Box 98873, Las Vegas, NV 89193-8873.

Certain communication preferences can be changed on-line. Please log in to your Account to see if that option is available.

Telephone Monitoring: You agree that we (and our servicers, agents and contractors) may monitor and record any calls between you and us.

Updating Your Phone Number: Notify us immediately if you change mobile or cell phone numbers or plan to give your phone to someone else. It is your responsibility to provide us with a true, accurate and complete mobile number and to maintain and update promptly any changes in this information. You can update your mobile number by calling us at the phone number on the back of your Card.

Indemnification: If you provide telephone number(s) for which you are not the subscriber, or fail to notify us when you cease to be the subscriber for a telephone number you previously gave us, you agree to indemnify us, our subsidiaries, affiliates, officers, agents, servicers, contractors, and other partners and employees for any costs and expenses, including reasonable attorneys' fees, incurred as a result of us contacting or attempting to contact you at the number(s). Your obligation under this paragraph shall survive termination of the Agreement.

Account Closure

Default: You are in default under this Agreement if (1) bankruptcy or another insolvency proceeding is filed by or against you; (2) we reasonably believe you are unable or unwilling to repay us; (3) you die or are legally incompetent or incapacitated; (4) you fail to comply with the terms of this Agreement, including failing to make a required payment when due, exceeding your credit limit or using your Card or Account for an illegal transaction; (5) you give us misleading, false, incomplete or incorrect information or fail to give us any information we deem necessary; or (6) if you no longer permanently reside in one of the 50 states or the District of Columbia. If you are in default, we may declare the entire Account balance immediately due and payable without advance notice.

Collection Costs: If we use an attorney to collect your Account, we may charge you our legal costs as permitted by law. These include reasonable attorneys' fees, court or other collection costs, and fees and costs of any appeal.

Closing Your Account: You may close your Account at any time. You will remain responsible for any amount you owe us under this Agreement. Any joint Cardholder may cancel a joint Account. However, both of you will remain responsible for paying all amounts owed. If your Account is subject to an Annual Fee, the fee will continue to be charged until you pay your outstanding balance in full.

We may cancel, suspend or not renew your Card, Account, or access to the credit line at any time and for any reason without notice. If your Account is closed by us, the Annual Fee will continue to be charged until you pay your outstanding balance in full.

However, when your Account is closed, if there is: (1) a debit balance of \$1 or less, that balance will be rounded to zero and you will not be required to pay this amount; or (2) a credit balance of \$1 or less, that balance will be rounded to zero and this amount will not be refunded to you. The rounding to zero may occur after your closing statement cycles, and you may not receive a statement reflecting the rounding.

Arbitration Agreement

PLEASE READ CAREFULLY—IMPORTANT—AFFECTS YOUR LEGAL RIGHTS

This agreement to arbitrate provides that you or we can require controversies or disputes between us to be resolved by BINDING ARBITRATION. You have the right to REJECT this agreement to arbitrate by using the procedure explained below.

If you do not reject this agreement to arbitrate, you GIVE UP YOUR RIGHT TO GO TO COURT and controversies or disputes between us will be resolved by a NEUTRAL ARBITRATOR INSTEAD OF A JUDGE OR JURY, using rules that are simpler and more limited than in a court. Arbitrator decisions are subject to VERY LIMITED REVIEW BY A COURT. Arbitration will proceed INDIVIDUALLY— CLASS ACTIONS AND SIMILAR PROCEDURES WILL NOT BE AVAILABLE TO YOU.

Agreement to Arbitrate: You and we agree that either you or we may, without the other's consent, require that controversies or disputes between you and us (all of which are called "Claims"), be submitted to mandatory, binding arbitration. This agreement to arbitrate is made pursuant to a transaction involving interstate commerce, and shall be governed by, and enforceable under, the Federal Arbitration Act (the "FAA"), 9 U.S.C. §1 et seq., and (to the extent State law is applicable), the laws of the State of Nevada.

For purposes of this agreement to arbitrate, "you" includes you, any co-applicant, any Authorized User (including Additional Cardholders), or anyone else connected with you or claiming through you; and "we" or "us" includes Credit One Bank, N.A., all of its parents, subsidiaries, affiliates, successors, predecessors, employees, and related persons or entities, and all third parties who are regarded as agents or representatives of us in connection with the subject matter of the claim or dispute at issue.

Covered Claims: Claims subject to arbitration include, but are not limited to, any controversies or disputes arising from or relating in any way to your Account; any transactions involving your Account; any disclosures made to you concerning your Account; any interest, charges, or fees assessed on your Account; any service(s) or programs related to your Account; and, if permitted by the rules of the arbitration forum, any collection of debt related to your Account. Claims also include controversies or disputes arising from or relating in any way to advertising, solicitations, or any application for, approval of, or establishment of your Account. Claims subject to arbitration include any controversies or disputes based on any theory of law, whether contract, tort, statute, regulation, common law, or equity, or whether they seek legal or equitable remedies. All Claims are subject to arbitration whether

they arose in the past, may currently exist, or may arise in the future. Arbitration will apply even if your Account is closed, you pay us in full any outstanding debt you owe, or you file for bankruptcy. Also, controversies or disputes about the validity, enforceability, coverage, meaning, or scope of this agreement to arbitrate or any part thereof are subject to arbitration and are for the arbitrator to decide. Any questions about what Claims are subject to arbitration shall be resolved by interpreting this agreement to arbitrate in the broadest way the law will allow it to be enforced.

Claims Not Covered: Claims (whether brought initially or by counter or cross-claim) are not subject to arbitration if they are filed by you or us in a small claims court, so long as the case remains in such court and only individual claims for relief are advanced in the case.

No Class Arbitration or Consolidation or Joinder of Parties: Class actions and other similar procedures in which individuals seek to represent similarly situated individuals or seek relief on behalf of the general public, and consolidation or joinder of Claims (except for claimants on the same account), are NOT available under this agreement to arbitrate. Claims in arbitration will proceed on an INDIVIDUAL basis only:

UNLESS YOU REJECT THIS AGREEMENT TO ARBITRATE, YOU AND WE WAIVE THE RIGHT TO ASSERT OR PARTICIPATE
IN A CLASS ACTION OR ANY REPRESENTATIVE OR CONSOLIDATED PROCEEDING IN COURT OR IN ARBITRATION.

The arbitrator shall have no authority to entertain any Claim as a class action or private attorney general action or on any other similar representative basis, nor shall the arbitrator have any authority to consolidate or join Claims brought by separate claimants (except for claimants on the same account). This also means that the arbitrator shall have no authority to make any award for the benefit of, or against, any person other than the individual who is the named party.[†]

†Notice to California Account Holders: This agreement to arbitrate shall not be construed to prevent you from seeking in the arbitration the remedy of public injunctive relief if (a) you reside in California, (b) you resided in California at the time you entered into this agreement to arbitrate, or (iii) the billing address for your Account is a California address (hereafter, "California Account Holder").

Initiation of Arbitration: The arbitration shall be administered by the American Arbitration Association ("AAA") before a single arbitrator under the AAA's Consumer Arbitration Rules, or by a mutually agreeable administrator, before a single arbitrator, as modified by this arbitration provision. Information about the arbitration process for AAA can be obtained from the AAA at www.adr.org. The arbitrator shall be selected from the AAA (or mutually agreeable administrator) panel of neutrals then active on the roster maintained by the AAA (or mutually agreeable administrator) office located in the city of or nearest to your billing address and, unless otherwise mutually agreed, the arbitrator shall be a retired federal judge, a retired state appellate judge, a retired state trial judge, or a lawyer with at least 15 years of experience in that order of preference.

In the event that the AAA or mutually agreeable administrator is unable or unwilling to handle the Claim for any reason, then the matter shall be arbitrated instead by a neutral arbitrator selected by agreement of the parties (or, if the parties cannot agree, selected by a court in accordance with the FAA).

Arbitration Procedures and Applicable Law; Offer of Settlement: Unlike a lawsuit in state or federal court, arbitration is conducted by a private organization that specializes in alternative dispute resolution. Disputes in arbitration are decided by a neutral arbitrator instead of a judge or jury. You may represent yourself in arbitration, or you may be represented by a lawyer.

Under this agreement to arbitrate, a single arbitrator designated by the arbitration administrator will decide the Claim under applicable law. The arbitrator is bound by the terms of this agreement to arbitrate. The AAA or mutually agreeable administrator will apply its code of procedures in effect at the time the arbitration claim is filed. If there is a conflict between that code of procedures and this arbitration provision and/or any sections of this Card Agreement, this arbitration provision and/or this Card Agreement will control. The arbitrator will honor all claims of privilege recognized by law. Subject to the prohibition on class, representative, and consolidation procedures set forth above, the arbitrator will have the power to award to a party any damages or other relief (including relief in equity) provided for under applicable law. That is, a party will be entitled to recover in arbitration any damages or other relief that it could recover if it prevailed in a court proceeding. An arbitrator's award shall consist of a written statement setting forth the disposition of each Claim. At the request of any party, the arbitrator shall also set forth a written explanation of the essential findings and conclusions on which the award is based. An arbitration award shall decide the rights and obligations only of the parties named in the arbitration, and shall not have any bearing on another person or dispute.

If your Claim is for \$10,000 or less, you may choose whether the arbitration will be conducted solely on the basis of documents, in a telephonic hearing, or in an in-person hearing.

Any in-person hearing will take place in the federal judicial district that includes your billing address at the time the Claim is filed, unless the parties agree to a different place.

The Arbitrator's Decision: The arbitrator's decision will be final and binding on the parties. A party can file a written appeal to the arbitration administrator within thirty (30) days after an award is issued. The appeal will proceed before a panel of three neutral arbitrators designated by the same arbitration administrator. The panel will decide anew all factual and legal issues, following the same rules of procedure, by majority vote any

aspect of the original decision objected to. The costs of such an appeal will be borne in accordance with the below paragraph entitled "Fees and Costs". Any review by a court shall be governed by the Federal Arbitration Act. Any final arbitration award will be binding on the named parties and enforceable by any court having jurisdiction.

Fees and Costs: We will pay any costs that are required to be paid by us under the arbitration administrator's rules of procedure. If you file the arbitration, you will pay your share of the initial filing fee, unless you seek and qualify for a fee waiver under the applicable rules of the arbitration administrator. The party filing an appeal shall be responsible for all filing fees and costs of the appeal unless prohibited by administrator's rules of procedure. All parties are responsible for their own attorney's fees, expert fees and any other expenses, unless the arbitrator awards such fees or expenses to you or us if allowed by applicable law.

Other Parties Subject to this Agreement to Arbitrate: In addition to you and us, the rights and duties described in this agreement to arbitrate apply to: any third party co-defendant of a claim subject to this arbitration provision; all joint account holders, Additional Cardholders, and Authorized Users of your Account(s).

How to REJECT this Agreement to Arbitrate: You can reject this agreement to arbitrate but only if we receive from you a written notice of rejection within 45 days after it was first provided to you. To reject this agreement to arbitrate you must send the notice of rejection to: Credit One Bank, Attention: Arbitration Opt Out, P. O. Box 98873, Las Vegas, NV 89193-8873. Rejection notices sent to any other address will not be accepted or effective. If you decide to reject this agreement to arbitrate in writing, your notice must state that you reject this agreement to arbitrate and include your name, address, account number, and personal signature. Rejection of arbitration will not affect your other rights or responsibilities under this Card Agreement.

Survival, Severability, and Amendment of Terms:

Survival. This agreement to arbitrate shall survive changes in the Agreement and termination of the Account or the relationship between you and us, including the bankruptcy of any party and any transfer or sale of your Account, or amounts owed on your Account, to another person or entity.

Severability. If any part or parts of your agreement to arbitrate are declared unenforceable, then such specific part or parts shall be of no force or effect and shall be severed, but the remainder of this agreement to arbitrate shall continue in full force and effect. If, however, the entire agreement to arbitrate or your waiver of the right to bring or participate in a class or representative action or in consolidation procedures is unenforceable, then the agreement to arbitrate shall be of no force or effect. Notwithstanding the preceding sentence, with respect to California Account Holders, if arbitration is unenforceable, in whole or in part, you and we agree to resolve any Claim by a judicial reference proceeding as described above.

Amendment in Writing Only. This agreement to arbitrate may not be amended, severed, or waived, except as expressly provided in the Agreement or in a written agreement between you and us.

Other Information

Transactions in Foreign Currencies: If you make a transaction at a merchant that settles in a currency other than U.S. dollars, Mastercard International Incorporated or Visa Incorporated will convert that charge into a U.S. Dollar amount. That conversion will be done at a rate selected by Mastercard or Visa from the range of rates available in wholesale currency markets for the applicable central processing date, which rate may vary from the rate Mastercard or Visa itself receives, or the government-mandated rate in effect for the applicable central processing date. The currency conversion rate used on the processing date may differ from the rate that would have been used on the purchase date or on the date the transaction is posted to your Account. You agree to pay the converted amount, including any charges for the conversion that may be imposed as described above.

Changes to Your Agreement: The rates, fees and terms of this Agreement may change and we may add or delete any term to this Agreement, consistent with applicable law. We will give you advance written notice of these changes and a right to reject the change, if required by law.

Unauthorized Use: Notify us immediately if your Card is lost or stolen or you suspect that someone is using your Card or Account without your permission.

Assignment: We may assign any or all of our rights and obligations under this Agreement. You may not assign any of your rights or obligations under this Agreement.

No Waiver: We will not lose our rights under this Agreement because we delay or do not enforce them.

Governing Law: This Agreement is governed by and interpreted in accordance with the laws applicable to national banks, and, where no such laws apply, by the laws of the State of Nevada, excluding the conflicts of law provisions thereof, regardless of your state of residence.

Conformance with Law; Severability: If any part of this Agreement conflicts with applicable law, that provision will be considered modified to conform to applicable law. If any part of this Agreement is invalid, the rest shall remain in effect, except as otherwise noted in the Arbitration Provision.

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 the Billing Inquiries address on the statement.

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 \$50.00 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 \$50.00. (Note: Neither of these are necessary if your purchase was based on an advertisement we mailed to you, or if we own or operate 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 the Billing Inquiries address shown on your statement.

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

Cash Back Rewards Program Supplement

This document ("Supplement") describes the terms and conditions of the Credit One Bank Cash Back Rewards Program ("Program") and supplements the Card Agreement that governs your credit card account issued by Credit One Bank, N.A. (the "Account"). By using the Account, you agree to participate in the Program. Your participation is subject to the terms of the Card Agreement, including the arbitration provision, if applicable, and this Supplement. In the event of a conflict between the Card Agreement and this Supplement, with respect to matters relating to the Program, this Supplement controls.

Earning Cash Back Rewards:

You earn cash back rewards in the form of an automatic statement credit equal to 2% of Net Eligible Purchases (as defined below) made with your Account. You do not earn cash back rewards on Cash Advances, Balance Transfers, interest, fees, and other charges. We will post a statement credit to your Account within seven days after the end of the month based on the Net Eligible Purchases made with your Account from the 27th of the previous month to the 26th of the current month. If your Account is in default, as defined in your Card Agreement, at the time the credit is to be posted, you WILL NOT receive the credit. Cash back rewards have no cash value.

Merchant Categories: Merchants who accept credit cards are assigned a merchant code, which is determined by the merchant or its processor in accordance with the applicable credit card network's procedures based on the kinds of products and services they primarily sell. We have no control over merchant codes. Please note:

- We make every effort to include all relevant merchant codes in our cash back rewards categories. However, even though a merchant or some of the items that it sells may appear to fit within a cash back rewards category, the merchant may not have a merchant code in that category. When this occurs, Purchases with that merchant won't qualify for cash back rewards on Purchases in that category.
- Although a merchant or the items that it sells may appear to fit the cash back rewards categories, the merchant may not have or use an eligible merchant code. Purchases made without an eligible code WILL NOT qualify for cash back rewards. A merchant with more than one location may submit purchases using different codes, including codes that are not eligible under this Program. This means that Purchases from the same merchant at a different location may result in no cash back rewards.
- Purchases submitted by you, an authorized user, or the merchant through third-party payment accounts, mobile or wireless card readers, online or mobile digital wallets, or similar technology will not qualify in a cash back rewards category if the technology is not set up to process the purchase in that cash back rewards category.

Eligible Purchases: Eligible Purchases are Purchases from merchants in the following categories:

- gasoline,
- grocery (grocery Purchases do not include Purchases at superstores, at stores that sell groceries and other products like drugstores and convenience stores; or at smaller stores like bakeries, candy, nut or confection stores),
- mobile phone service, and
- internet, cable and satellite TV service.

Purchases That Are Not Eligible: Purchases from the following types of merchants are not eligible for cash back rewards:

- oil, propane, home heating companies,
- PayPal,
- warehouse clubs (including but not limited to Sam's Club and Costco),
- discount supercenters (including but not limited to Wal-Mart and Target).

Net Eligible Purchases: Net Eligible Purchases are Eligible Purchases minus any returns, disputed charges, unauthorized charges, illegal or fraudulent charges or other credits for such Purchases.

Program Restrictions: You will receive an automatic cash back rewards credit on each statement that has at least one Net Eligible Purchase. Automatic statement credits for cash back rewards will reduce the balance on your Account but will not count as payments. You will still be required to pay at least the Minimum Payment Due as shown on your billing statement each month. You WILL NOT earn cash back rewards for Purchases made while your Account is in default as defined within your Card Agreement. This Program excludes Accounts already enrolled in a different Credit One Bank cash back rewards program.

Changes: The Program may be changed (added to, modified or deleted) by us at any time, including without limitation amendments to the definition of Eligible Purchases. We will give you prior notice to the extent required by law. Any revisions may affect your ability to earn cash back rewards.

Termination: We may suspend or terminate the Program or your participation in the Program at any time without prior notice. In such event, we will evaluate your Account for any eligible cash back rewards as of the Program termination date. Provided that you meet all of the other Program Restrictions listed above at that time, you will receive a distribution of the cash back rewards earned during the current billing period in the form of a statement credit.

Limited Liability: Unless otherwise required by law, this Program, or our Card Agreement with you, we will not be liable to you or anyone making a claim on your behalf, in connection with: (1) any change or termination of the Program; (2) any loss, damage, expense or inconvenience caused by any occurrence outside of our control; (3) any taxes that you incur as a result of receiving cash back rewards, payment of which taxes will be your responsibility; (4) any merchandise or services you purchase, or for any direct, indirect or consequential damages with respect to the use of your Account. In any event, any liability that Credit One Bank may have to you in connection with the Program shall be limited to the amount of any cash back rewards you have earned in this Program. The Program and cash back rewards are void or limited where prohibited or restricted, respectively, by federal, state or local law.

Pricing Summary

Interest Rates and Interest Charges	
ANNUAL PERCENTAGE RATE (APR) for Purchases	23.99% This APR will vary with the market based on the Prime Rate.
ANNUAL PERCENTAGE RATE (APR) for Balance Transfers	23.99% This APR will vary with the market based on the Prime Rate.
ANNUAL PERCENTAGE RATE (APR) for Cash Advances	23.99% This APR will vary with the market based on the Prime Rate.
Paying Interest	Your due date is at least 24 days after the close of each billing cycle. We will not charge you any interest on Purchases if you pay your entire balance by the due date each month. We will begin charging interest on Cash Advances and Balance Transfers from the posting date.
Minimum Interest Charge	If you are charged interest, the charge will be no less than \$1.00.
For Credit Card Tips from the Consumer Financial Protection Bureau	To learn more about factors to consider when applying for or using a credit card, visit the website of the Consumer Financial Protection Bureau at http:// www.consumerfinance.gov/learnmore .
Fees	
Annual Fee	\$39
Transaction Fees • Balance Transfer • Cash Advance • Foreign Transaction	Either \$5 or 8% of the amount of each Balance Transfer, whichever is greater. Either \$5 or 8% of the amount of each Cash Advance, whichever is greater. Either \$1 or 3% of the amount of each purchase in U.S. dollars, whichever is greater.
Penalty Fees • Late Payment • Returned Payment	Up to \$39* Up to \$39**

How We Will Calculate Your Balance: We use a method called “average daily balance (including new Purchases).” See your Card Agreement for more details.

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

***Late Payment Fee:** We will charge the maximum safe harbor amount, which is set annually in accordance with 12 C.F.R 1026.52(b)(1)(ii)(D). Currently the fee is \$28, unless you incurred a Late Payment Fee during the prior six billing cycles. If you did, the fee is currently \$39. This fee will not exceed the related Minimum Payment that was due. We charge a Late Payment Fee to your Account if at least the Amount Due This Period (less any Late

Payment Fee for the current billing cycle) plus any Past Due Amount is not received by 5:00 p.m. PT on the Payment Due Date shown on your statement.

****Returned Payment Fee:** We will charge the maximum safe harbor amount, which is set annually in accordance with 12 C.F.R 1026.52(b)(1)(ii)(D). If a payment is not honored upon first presentment, even if the payment is later honored, a Returned Payment Fee will be charged to your Account. Currently, the fee is \$28, unless you incurred a Returned Payment Fee in the prior six billing cycles. If you did, the fee is currently \$39. This fee will not exceed the related Minimum Payment that was due.

Additional Rate Information: The Purchase, Balance Transfer and Cash Advance APR equals the Prime Rate plus a margin of 20.74%. This corresponds to a monthly periodic rate of 1.99917%.

Minimum Payments: You may pay the entire New Balance shown on your billing statement at any time. Each billing period you must pay at least the Minimum Payment Due by the Payment Due Date shown on your billing statement. The Minimum Payment Due will be the sum of:

- 5% of your outstanding balance, rounded up to the next whole dollar, or \$30, whichever is greater;
- any Late Payment Fee for the current billing cycle;
- and any Past Due Amount (excluding any past due Late Payment Fees).

The Agreement

This Agreement, together with the Pricing Summary, is your contract with us.

Accepting this Agreement: You accept this Agreement when you use the Account. You may still reject this Agreement if you have not yet used the Card, used the Account, or paid a fee after receiving a billing statement. To reject the Agreement, call us at 866-515-5721 or write us at Bank Card Center, P.O. Box 95516, Las Vegas, NV 89193-5516. If you reject the Agreement, you are not responsible for any fees or charges.

Arbitration: This Agreement includes an Arbitration Provision with class action and jury trial waivers. You can reject the Arbitration Provision. See "How to REJECT this agreement to arbitrate" in the Arbitration section. If you do not, it will be part of this Agreement.

Promise to Pay: You agree to pay us for all amounts due on your Account, including credit for Purchases, Balance Transfers, and Cash Advances, as well as interest charges and fees. This includes charges made by Additional Cardholders and other Authorized Users.

Definitions

Account means the Credit One Bank card account under this Agreement.

Authorized User means any person you allow to use your Account or Card, including Additional Cardholders. If the Authorized User has been issued a Card and you want to terminate the Authorized User, you must notify us by telephone or in writing.

Balance Transfer means a transaction we designate that allows you to use your Account to pay another creditor or yourself. Balance Transfers cannot be used to pay us or our affiliates. A Balance Transfer will be subject to the terms of the Balance Transfer offer and this Agreement.

Card refers to one or more cards or access devices, including your Account number, that we give you or someone else with your authorization to get credit under this Agreement.

Cardholder refers to each person with a card issued in their name.

Cash Advance means the use of your Account to obtain funds at a financial institution or the use of a Convenience Check.

Convenience Check means a check we issue to you to take a Cash Advance. You may not use these checks to pay us or our affiliates.

Purchase means the use of the Account to obtain goods or services.

Prime Rate means the highest U.S. Prime Rate in the Money Rates section of The Wall Street Journal on the 25th day of the month, or the next day if that day is not a publication day. If The Wall Street Journal does not publish the U.S. Prime Rate, we may substitute another index.

we, us, our, and Credit One Bank refer to Credit One Bank, N.A., the issuer of your Card.

you, and your refer to each person who has applied for the Account and where appropriate, the Authorized User.

Features and Use of Your Account

Using Your Card: You may make Purchases wherever the Card is accepted. You may use the Account to obtain Cash Advances, but you may not make more than two Cash Advance transactions per day and you may not obtain more than \$200 in Cash Advances per day. You may use the Account only for personal, family, or household purposes, and if your Account is used for any other purpose you are still responsible for such use. You may not use the Account for business or commercial purposes. The Account may not be used for online or internet gambling or illegal purposes.

Your Credit Limit: We will tell you your credit limit. Keep your Account balance below your credit limit. If you do not, you must still pay us. We may designate part of your credit limit as a Cash Advance limit and part as a Balance Transfer limit. We may change your credit limit(s) at any time, without notice. You may use a portion of your credit limit for Cash Advances and Balance Transfers. Each Purchase, Cash Advance, and Balance Transfer obtained will reduce the amount of available credit under your credit limit until it is repaid. We may delay increasing your available credit by the amount of any payment that we receive for up to 12 calendar days.

Credit Limit Increase: To request a credit limit increase contact the Customer Service number on your statement. We may impose a fee for processing the request.

Credit Authorizations: We may decline to authorize a transaction for any reason. We will not be liable to you if we decline a transaction or if anyone refuses any use of your Card.

Automatic Billing: You may set up automatic billing with a merchant. You authorize us to provide an updated Account number or Card expiration date to any merchant at our discretion. Contact the merchant to stop automatic billing.

Joint Accounts: If this is a joint account, each of you is responsible individually and together for all amounts owed. Each of you is responsible even if the Account is used by only one of you. You will continue to be liable for the entire balance of the Account, even if your co-applicant is ordered by a court to pay us. You will remain liable to us if your co-applicant fails to pay as ordered by the court. Your Account status will continue to be reported to the credit reporting agencies under each of your names. The delivery of notices or billing statements to either of you serves as delivery to each of you. We may rely on instructions given by either of you. We are not liable to either of you for relying upon such instructions.

Electronic Access: Applications (apps) on electronic devices (such as mobile wallets) can store your Card and can be used to get credit under this Agreement. Such transactions are covered by this Agreement. Apps may have separate terms of use. We are not responsible if you violate those terms or for any consequences from violating those terms.

Additional Cardholder: At your request, we may, at our discretion, issue, in the name of another person, an additional Card on your Account. That person is an Additional Cardholder, as well as an Authorized User. An Additional Cardholder has access to certain Account information including balance, available credit and payment information. If you advise us that the Additional Cardholder is your spouse, information regarding the Account will be provided to consumer reporting agencies in your name as well as in the name of the Additional Cardholder. By requesting that we add an Additional Cardholder to your Account, you represent that you (1) have the consent of the Additional Cardholder to be added to the Account, (2) have provided a copy of this Agreement to the Additional Cardholder, and (3) if the Additional Cardholder is your spouse, you have told the Additional Cardholder that Credit One Bank will furnish credit information about them to the credit reporting agencies in connection with the Account. The Additional Cardholder may report the Card lost or stolen and may remove him or herself from the Account.

Interest Rates and Interest Changes

Annual Percentage Rates (APRs): See the Pricing Summary for your APRs. The APR for Balance Transfers will be the same as the APR for standard Purchases, unless a promotional rate applies.

Variable Rates: Your Pricing Summary indicates whether you have any variable APRs. Variable APRs are determined by adding to the Prime Rate the number of percentage points ("margin") specified in the Pricing Summary. Variable APRs will increase or decrease when the Prime Rate changes. The APR change will take effect beginning with billing cycles that end on or after the first day of the month after the month in which the Prime Rate changes. An increase in the APR will increase your interest charges and may increase your Minimum Payment Due.

Average Daily Balance Method (including new transactions): We calculate interest each billing cycle by first figuring the "average daily balance" for each type of balance. Standard Purchases, standard Cash Advances, standard Balance Transfers, and each promotional offer, are all types of balances.

For each type of balance, for each billing cycle, we start with the balance on the last day of your previous billing cycle. We subtract any unpaid interest. This is the beginning balance each day. Each day of the billing cycle we subtract any new payments and credits applied to that type of balance. We

add any new transactions and fees for that type of balance. We add Purchases, Cash Advances, and Balance Transfers on the post date. We add transaction fees on promotional rate and non-promotional rate Balance Transfers to the same type of balance as the transaction. We add all other fees to the standard Purchase balance. This gives us the daily balance for that type of balance, except that if the daily balance is negative, we treat it as zero. We then add up all of the daily balances and divide by the number of days in the billing cycle. This gives us the "average daily balance" for that type of balance. We multiply the average daily balance by the applicable monthly periodic rate (the APR divided by 12). This gives us the interest charged for that type of balance for that billing cycle. This interest is included in the Account balance on the last day of the billing cycle. The results for all types of balances are then added together to determine the total interest charged that billing cycle.

When Interest Begins: We begin to impose interest on a transaction or fee from the day we add it to the daily balance. We continue to impose interest until you pay the total amount you owe us. You can avoid paying interest on Purchases as described below. However, you cannot avoid paying interest on Balance Transfers or Cash Advances.

How to Avoid Paying Interest on Purchases ("Grace Period"): If you pay the New Balance on your billing statement by the Payment Due Date shown on that billing statement, we will not impose interest on new Purchases paid by the Payment Due Date on your current billing statement. The Payment Due Date will be at least 24 days after the close of the billing cycle. If you have been paying your Account balance in full and thereby avoiding interest on Purchases, but then do not pay the next New Statement Balance in full by the Payment Due Date, in that billing cycle we will start charging interest on the unpaid portion of your balance.

Fees

See the Pricing Summary for additional Fee information.

Annual Fee: If your Account is subject to an Annual Fee, the amount and when it is billed is shown on the Pricing Summary. The Annual Fee is billed to the Account until the Account is closed and the outstanding balance is paid in full. The Annual Fee is refundable as long as you cancel your Account and have not used your card for any Purchases, Cash Advances, or Balance Transfers and you have not made a payment.

Credit Limit Increase Fee: If a fee is imposed for processing a Credit Limit increase request, we will tell you the amount of the fee at the time of your request and before you agree to it.

Transaction Fee for Balance Transfers: The transaction fee for Balance Transfers will be the same as the transaction fee for Cash Advances, unless a promotional fee applies.

Foreign Transaction Fee: We add this fee for each purchase made outside the U.S. (A purchase is made outside the U.S. unless it is made with a U.S. merchant, processed completely in the U.S., and in U.S. dollars.) The fee is a percentage of the U.S. dollar amount of the purchase.

Optional Express Payment Service Fee: If a representative of ours helps expedite your payment, we may impose an Express Payment fee. You will be informed of the amount of the fee before you complete the transaction.

Duplicate Statement Fee: If you request a duplicate copy of a monthly statement, for any purpose other than to assert a billing error, you will be charged a fee of up to \$10 for each statement copy requested.

Sales Slip Request Fee: If you request a copy of a sales slip, for any purpose other than to resolve a dispute about the charges on your Account, you will be charged a fee of \$6 for each sales slip copy requested.

Replacement Card Fee: If you request a replacement card, a Replacement Card Fee of up to \$25 may be charged to your Account.

Payments

Minimum Payment Due: See the Pricing Summary for the minimum payment requirements.

Small Balances: As it is uneconomical for both you and us to process payments or maintain credits that are \$1 or less in amount, you agree as follows: (1) In any billing cycle in which you have had no transactions and your New Balance on the billing date is \$1 or less, the balance will be rounded to zero and you will not receive a bill for this amount. (2) In the event that you have a credit balance of \$1 or less for two consecutive billing cycles, the balance will be rounded to zero and you will not receive a refund of this amount.

Payment Instructions: You must pay us in U.S. dollars, in funds on deposit in the U.S. We credit your payments in accordance with the terms contained on your billing statement. If you mail your payment to an address other than the address designated on your billing statement, there may be a delay in processing and crediting the payment to your Account.

Irregular Payments: Any payment submitted in offer of settlement of a disputed debt, including any item containing a notation such as “paid in full,” and any other item with a restrictive endorsement, must be sent to: Credit One Bank, P.O. Box 95516, Las Vegas, NV 89193-5516. We can accept late payments, partial payments, and checks or other items with restrictive endorsements at any other address without losing any of our rights under this Agreement.

Postdated Checks: You agree that we need not examine any payment check to confirm that it is not postdated and that we may deposit any postdated check on the day we receive it.

Payment Allocation: We apply payments up to the Minimum Payment Due and credits at our discretion, which may result in balances at lower APRs being paid first and higher interest charges. Payments over the Minimum Payment Due will be applied to balances with higher APRs first.

Collecting, Sharing, and Updating Information

Customer Privacy: We send you our Privacy Policy when you open your Account and thereafter in accordance with applicable law. It summarizes the personal information we collect; how we safeguard its confidentiality and security; when it may be shared with others; and how you can limit our sharing of this information. You accept the terms of our Privacy Policy when you use the Account. Contact us or visit CreditOne.com if you would like a copy.

Information About You: You authorize us to obtain and/or use information about you from third parties and credit reporting agencies to: (1) verify your identity and/or conduct investigative inquiries; (2) determine your income and credit eligibility; (3) review your Account and provide renewal of credit; (4) verify your current credit standing in order to present future credit limit increases or decreases; (5) qualify you for and present additional lines of credit or other offers; and (6) collect amounts owing on your Account. Upon request, we will tell you the name and address of any credit reporting agency that provided us with information concerning you.

Furnishing Information: We may furnish information concerning your Account or credit file to consumer reporting agencies and others who may properly receive that information. If you believe that information we furnished is inaccurate or incomplete, please write us at Credit One Bank, P. O. Box 98873, Las Vegas, NV 89193-8873. Please include your name, address, home phone number and Account number.

Telephone Calls, Text Messages and Emails Regarding Your Account: You are providing express written permission and consent authorizing Credit One Bank and our agents, servicers, contractors, subsidiaries, affiliates, officers, and other partners and employees to contact you at any phone number (including mobile, cellular/wireless, or similar devices) or email address you provide at any time, for any lawful purpose. The ways in which we may contact you include live operator, automatic telephone dialing systems (auto-dialer), prerecorded and artificial voice message, text/SMS message or email. Phone numbers and email addresses you provide include those you give to us, those from which you, or someone acting on your behalf, contact us or which we obtain through other means. If you provide a phone number for which you are not the owner, you confirm you are authorized to provide that number. Such lawful purposes include, but are not limited to: obtaining information; activation of the card for verification and identification purposes; account transactions or servicing related matters; suspected fraud or identity theft; collection on the Account; and providing information about special products and services. You agree to pay any fee(s) or charge(s) that you may incur for incoming communications from us or outgoing communications to us, to or from any such number or email address, without reimbursement from us.

Communication Revocation: You may revoke your authorization for most communications. However, you cannot revoke authorization for fraud related communications or legally required communications. To change your communication preferences or to revoke consent you must write us. Please:

- include your name, mailing address, and the last four digits of your Account number;
- specify whether you are changing your preferences regarding mail, telephone calls, emails, and/or text or SMS messages;
- provide the specific phone number(s) and/or email address for which you are requesting communications to cease;
- send this written notice to: Credit One Bank, P.O. Box 98873, Las Vegas, NV 89193-8873.

Certain communication preferences can be changed on-line. Please log in to your Account to see if that option is available.

Telephone Monitoring: You agree that we (and our servicers, agents and contractors) may monitor and record any calls between you and us.

Updating Your Phone Number: Notify us immediately if you change mobile or cell phone numbers or plan to give your phone to someone else. It is your responsibility to provide us with a true, accurate and complete mobile number and to maintain and update promptly any changes in this information. You can update your mobile number by calling us at the phone number on the back of your Card.

Indemnification: If you provide telephone number(s) for which you are not the subscriber, or fail to notify us when you cease to be the subscriber for a telephone number you previously gave us, you agree to indemnify us, our subsidiaries, affiliates, officers, agents, servicers, contractors, and other partners and employees for any costs and expenses, including reasonable attorneys' fees, incurred as a result of us contacting or attempting to contact you at the number(s). Your obligation under this paragraph shall survive termination of the Agreement.

Account Closure

Default: You are in default under this Agreement if (1) bankruptcy or another insolvency proceeding is filed by or against you; (2) we reasonably believe you are unable or unwilling to repay us; (3) you die or are legally incompetent or incapacitated; (4) you fail to comply with the terms of this Agreement, including failing to make a required payment when due, exceeding your credit limit or using your Card or Account for an illegal transaction; (5) you give us misleading, false, incomplete or incorrect information or fail to give us any information we deem necessary; or (6) if you no longer permanently reside in one of the 50 states or the District of Columbia. If you are in default, we may declare the entire Account balance immediately due and payable without advance notice.

Collection Costs: If we use an attorney to collect your Account, we may charge you our legal costs as permitted by law. These include reasonable attorneys' fees, court or other collection costs, and fees and costs of any appeal.

Closing Your Account: You may close your Account at any time. You will remain responsible for any amount you owe us under this Agreement. Any joint Cardholder may cancel a joint Account. However, both of you will remain responsible for paying all amounts owed. If your Account is subject to an Annual Fee, the fee will continue to be charged until you pay your outstanding balance in full.

We may cancel, suspend or not renew your Card, Account, or access to the credit line at any time and for any reason without notice. If your Account is closed by us, the Annual Fee will continue to be charged until you pay your outstanding balance in full.

However, when your Account is closed, if there is: (1) a debit balance of \$1 or less, that balance will be rounded to zero and you will not be required to pay this amount; or (2) a credit balance of \$1 or less, that balance will be rounded to zero and this amount will not be refunded to you. The rounding to zero may occur after your closing statement cycles, and you may not receive a statement reflecting the rounding.

Arbitration Agreement

PLEASE READ CAREFULLY—IMPORTANT—AFFECTS YOUR LEGAL RIGHTS

This agreement to arbitrate provides that you or we can require controversies or disputes between us to be resolved by BINDING ARBITRATION. You have the right to REJECT this agreement to arbitrate by using the procedure explained below.

If you do not reject this agreement to arbitrate, you GIVE UP YOUR RIGHT TO GO TO COURT and controversies or disputes between us will be resolved by a NEUTRAL ARBITRATOR INSTEAD OF A JUDGE OR JURY, using rules that are simpler and more limited than in a court. Arbitrator decisions are subject to VERY LIMITED REVIEW BY A COURT. Arbitration will proceed INDIVIDUALLY— CLASS ACTIONS AND SIMILAR PROCEDURES WILL NOT BE AVAILABLE TO YOU.

Agreement to Arbitrate: You and we agree that either you or we may, without the other's consent, require that controversies or disputes between you and us (all of which are called "Claims"), be submitted to mandatory, binding arbitration. This agreement to arbitrate is made pursuant to a transaction involving interstate commerce, and shall be governed by, and enforceable under, the Federal Arbitration Act (the "FAA"), 9 U.S.C. §1 et seq., and (to the extent State law is applicable), the laws of the State of Nevada.

For purposes of this agreement to arbitrate, "you" includes you, any co-applicant, any Authorized User (including Additional Cardholders), or anyone else connected with you or claiming through you; and "we" or "us" includes Credit One Bank, N.A., all of its parents, subsidiaries, affiliates, successors, predecessors, employees, and related persons or entities, and all third parties who are regarded as agents or representatives of us in connection with the subject matter of the claim or dispute at issue.

Covered Claims: Claims subject to arbitration include, but are not limited to, any controversies or disputes arising from or relating in any way to your Account; any transactions involving your Account; any disclosures made to you concerning your Account; any interest, charges, or fees assessed on your Account; any service(s) or programs related to your Account; and, if permitted by the rules of the arbitration forum, any collection of debt related to your Account. Claims also include controversies or disputes arising from or relating in any way to advertising, solicitations, or any application for, approval of, or establishment of your Account. Claims subject to arbitration include any controversies or disputes based on any theory of law, whether contract, tort, statute, regulation, common law, or equity, or whether they seek legal or equitable remedies. All Claims are subject to arbitration whether they arose in the past, may currently exist, or may arise in the future. Arbitration will apply even if your Account is closed, you pay us in full any outstanding debt you owe, or you file for bankruptcy. Also, controversies or disputes about the validity, enforceability, coverage, meaning, or scope of this agreement to arbitrate or any part thereof are subject to arbitration and are for the arbitrator to decide. Any questions about what Claims are subject to arbitration shall be resolved by interpreting this agreement to arbitrate in the broadest way the law will allow it to be enforced.

Claims Not Covered: Claims (whether brought initially or by counter or cross-claim) are not subject to arbitration if they are filed by you or us in a small claims court, so long as the case remains in such court and only individual claims for relief are advanced in the case.

No Class Arbitration or Consolidation or Joinder of Parties: Class actions and other similar procedures in which individuals seek to represent similarly situated individuals or seek relief on behalf of the general public, and consolidation or joinder of Claims (except for claimants on the same account), are NOT available under this agreement to arbitrate. Claims in arbitration will proceed on an INDIVIDUAL basis only:

UNLESS YOU REJECT THIS AGREEMENT TO ARBITRATE, YOU AND WE WAIVE THE RIGHT TO ASSERT OR PARTICIPATE
IN A CLASS ACTION OR ANY REPRESENTATIVE OR CONSOLIDATED PROCEEDING IN COURT OR IN ARBITRATION.

The arbitrator shall have no authority to entertain any Claim as a class action or private attorney general action or on any other similar representative basis, nor shall the arbitrator have any authority to consolidate or join Claims brought by separate claimants (except for claimants on the same account). This also means that the arbitrator shall have no authority to make any award for the benefit of, or against, any person other than the individual who is the named party.[†]

†Notice to California Account Holders: This agreement to arbitrate shall not be construed to prevent you from seeking in the arbitration the remedy of public injunctive relief if (a) you reside in California, (b) you resided in California at the time you entered into this agreement to arbitrate, or (iii) the billing address for your Account is a California address (hereafter, "California Account Holder").

Initiation of Arbitration: The arbitration shall be administered by the American Arbitration Association ("AAA") before a single arbitrator under the AAA's Consumer Arbitration Rules, or by a mutually agreeable administrator, before a single arbitrator, as modified by this arbitration provision. Information about the arbitration process for AAA can be obtained from the AAA at www.adr.org. The arbitrator shall be selected from the AAA (or mutually agreeable administrator) panel of neutrals then active on the roster maintained by the AAA (or mutually agreeable administrator) office located in the city of or nearest to your billing address and, unless otherwise mutually agreed, the arbitrator shall be a retired federal judge, a retired state appellate judge, a retired state trial judge, or a lawyer with at least 15 years of experience in that order of preference.

In the event that the AAA or mutually agreeable administrator is unable or unwilling to handle the Claim for any reason, then the matter shall be arbitrated instead by a neutral arbitrator selected by agreement of the parties (or, if the parties cannot agree, selected by a court in accordance with the FAA).

Arbitration Procedures and Applicable Law; Offer of Settlement: Unlike a lawsuit in state or federal court, arbitration is conducted by a private organization that specializes in alternative dispute resolution. Disputes in arbitration are decided by a neutral arbitrator instead of a judge or jury. You may represent yourself in arbitration, or you may be represented by a lawyer.

Under this agreement to arbitrate, a single arbitrator designated by the arbitration administrator will decide the Claim under applicable law. The arbitrator is bound by the terms of this agreement to arbitrate. The AAA or mutually agreeable administrator will apply its code of procedures in effect at the time the arbitration claim is filed. If there is a conflict between that code of procedures and this arbitration provision and/or any sections of this Card Agreement, this arbitration provision and/or this Card Agreement will control. The arbitrator will honor all claims of privilege recognized by law. Subject to the prohibition on class, representative, and consolidation procedures set forth above, the arbitrator will have the power to award to a party any damages or other relief (including relief in equity) provided for under applicable law. That is, a party will be entitled to recover in arbitration any damages or other relief that it could recover if it prevailed in a court proceeding. An arbitrator's award shall consist of a written statement setting forth the disposition of each Claim. At the request of any party, the arbitrator shall also set forth a written explanation of the essential findings and conclusions on which the award is based. An arbitration award shall decide the rights and obligations only of the parties named in the arbitration, and shall not have any bearing on another person or dispute.

If your Claim is for \$10,000 or less, you may choose whether the arbitration will be conducted solely on the basis of documents, in a telephonic hearing, or in an in-person hearing.

Any in-person hearing will take place in the federal judicial district that includes your billing address at the time the Claim is filed, unless the parties agree to a different place.

The Arbitrator's Decision: The arbitrator's decision will be final and binding on the parties. A party can file a written appeal to the arbitration administrator within thirty (30) days after an award is issued. The appeal will proceed before a panel of three neutral arbitrators designated by the same arbitration administrator. The panel will decide anew all factual and legal issues, following the same rules of procedure, by majority vote any aspect of the original decision objected to. The costs of such an appeal will be borne in accordance with the below paragraph entitled "Fees and Costs". Any review by a court shall be governed by the Federal Arbitration Act. Any final arbitration award will be binding on the named parties and enforceable by any court having jurisdiction.

Fees and Costs: We will pay any costs that are required to be paid by us under the arbitration administrator's rules of procedure. If you file the arbitration, you will pay your share of the initial filing fee, unless you seek and qualify for a fee waiver under the applicable rules of the arbitration administrator. The party filing an appeal shall be responsible for all filing fees and costs of the appeal unless prohibited by administrator's rules of procedure. All parties are responsible for their own attorney's fees, expert fees and any other expenses, unless the arbitrator awards such fees or expenses to you or us if allowed by applicable law.

Other Parties Subject to this Agreement to Arbitrate: In addition to you and us, the rights and duties described in this agreement to arbitrate apply to: any third party co-defendant of a claim subject to this arbitration provision; all joint account holders, Additional Cardholders, and Authorized Users of your Account(s).

How to REJECT this Agreement to Arbitrate: You can reject this agreement to arbitrate but only if we receive from you a written notice of rejection within 45 days after it was first provided to you. To reject this agreement to arbitrate you must send the notice of rejection to: Credit One Bank, Attention: Arbitration Opt Out, P. O. Box 98873, Las Vegas, NV 89193-8873. Rejection notices sent to any other address will not be accepted or effective. If you decide to reject this agreement to arbitrate in writing, your notice must state that you reject this agreement to arbitrate and include your name, address, account number, and personal signature. Rejection of arbitration will not affect your other rights or responsibilities under this Card Agreement.

Survival, Severability, and Amendment of Terms:

Survival. This agreement to arbitrate shall survive changes in the Agreement and termination of the Account or the relationship between you and us, including the bankruptcy of any party and any transfer or sale of your Account, or amounts owed on your Account, to another person or entity.

Severability. If any part or parts of your agreement to arbitrate are declared unenforceable, then such specific part or parts shall be of no force or effect and shall be severed, but the remainder of this agreement to arbitrate shall continue in full force and effect. If, however, the entire agreement to arbitrate or your waiver of the right to bring or participate in a class or representative action or in consolidation procedures is unenforceable, then the agreement to arbitrate shall be of no force or effect. Notwithstanding the preceding sentence, with respect to California Account Holders, if arbitration is unenforceable, in whole or in part, you and we agree to resolve any Claim by a judicial reference proceeding as described above.

Amendment in Writing Only. This agreement to arbitrate may not be amended, severed, or waived, except as expressly provided in the Agreement or in a written agreement between you and us.

Other Information

Transactions in Foreign Currencies: If you make a transaction at a merchant that settles in a currency other than U.S. dollars, Mastercard International Incorporated or Visa Incorporated will convert that charge into a U.S. Dollar amount. That conversion will be done at a rate selected by Mastercard or Visa from the range of rates available in wholesale currency markets for the applicable central processing date, which rate may vary from the rate Mastercard or Visa itself receives, or the government-mandated rate in effect for the applicable central processing date. The currency conversion rate used on the processing date may differ from the rate that would have been used on the purchase date or on the date the transaction is posted to your Account. You agree to pay the converted amount, including any charges for the conversion that may be imposed as described above.

Changes to Your Agreement: The rates, fees and terms of this Agreement may change and we may add or delete any term to this Agreement, consistent with applicable law. We will give you advance written notice of these changes and a right to reject the change, if required by law.

Unauthorized Use: Notify us immediately if your Card is lost or stolen or you suspect that someone is using your Card or Account without your permission.

Assignment: We may assign any or all of our rights and obligations under this Agreement. You may not assign any of your rights or obligations under this Agreement.

No Waiver: We will not lose our rights under this Agreement because we delay or do not enforce them.

Governing Law: This Agreement is governed by and interpreted in accordance with the laws applicable to national banks, and, where no such laws apply, by the laws of the State of Nevada, excluding the conflicts of law provisions thereof, regardless of your state of residence.

Conformance with Law; Severability: If any part of this Agreement conflicts with applicable law, that provision will be considered modified to conform to applicable law. If any part of this Agreement is invalid, the rest shall remain in effect, except as otherwise noted in the Arbitration Provision.

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 the Billing Inquiries address on the statement.

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 \$50.00 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 \$50.00. (Note: Neither of these are necessary if your purchase was based on an advertisement we mailed to you, or if we own or operate 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 the Billing Inquiries address shown on your statement.

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

Cash Back Rewards Program Supplement

This document ("Supplement") describes the terms and conditions of the Credit One Bank Cash Back Rewards Program ("Program") and supplements the Card Agreement that governs your credit card account issued by Credit One Bank, N.A. (the "Account"). By using the Account, you agree to participate in the Program. Your participation is subject to the terms of the Card Agreement, including the arbitration provision, if applicable, and this Supplement. In the event of a conflict between the Card Agreement and this Supplement, with respect to matters relating to the Program, this Supplement controls.

Earning Cash Back Rewards: You earn cash back rewards in the form of an automatic statement credit equal to 2% of Net Eligible Purchases (as defined below) made at the NASCAR.com Superstore (store.NASCAR.com) with your Account and 1% of all other Net Eligible Purchases made with your Account. You do not earn cash back rewards on Cash Advances, Balance Transfers, interest, fees, and other charges. We will post a statement credit to your Account within seven days after the end of the month based on the Net Eligible Purchases made with your Account from the 27th of the previous month to the 26th of the current month. If your Account is in default, as defined in your Card Agreement, at the time the credit is to be posted, you WILL NOT receive the credit. Cash back rewards have no cash value.

Merchant Categories: Merchants who accept Visa/Mastercard credit cards are assigned a merchant code, which is determined by the merchant or its processor in accordance with Visa/ Mastercard procedures based on the kinds of products and services they primarily sell. We group similar merchant codes into Eligible Purchase categories for purposes of making cash back rewards offers to you. Please note:

- We make every effort to include all relevant merchant codes in our cash back rewards categories. However, even though a merchant or some of the items that it sells may appear to fit within a cash back rewards category, the merchant may not have a merchant code in that category. When this occurs, Purchases with that merchant won't qualify for cash back rewards offers on Purchases in that category.
- Although a merchant or the items that it sells may appear to fit the cash back rewards categories, the merchant may not have or use an eligible Code. Purchases made without an eligible code WILL NOT qualify for cash back rewards. A merchant with more than one location may submit Purchases using different codes, including codes that are not eligible under this Program. This means that Purchases from the same merchant at a different location may result in no cash back rewards.
- Purchases submitted by you, an authorized user, or the merchant through third-party payment accounts, mobile or wireless card readers, online or mobile digital wallets, or similar technology will not qualify in a cash back rewards category if the technology is not set up to process the purchase in that cash back rewards category.

Eligible Purchases: Eligible Purchases are Purchases from merchants in the following categories:

- gasoline,
- automotive parts and services.

Purchases That Are Not Eligible: Purchases from the following types of merchants are not eligible for cash back rewards:

- oil, propane, home heating companies,
- PayPal,
- warehouse clubs (including but not limited to Sam's Club and Costco),
- discount supercenters (including but not limited to Wal-Mart and Target).

Net Eligible Purchases: Net Eligible Purchases are Eligible Purchases minus any returns, disputed charges, unauthorized charges, illegal or fraudulent charges or other credits for such Purchases.

Program Restrictions: You will receive an automatic cash back rewards credit on each statement that has at least one Net Eligible Purchase. Automatic statement credits for cash back rewards will reduce the balance on your Account but will not count as payments. You will still be required to pay at least the Minimum Payment Due as shown on your billing statement each month. You WILL NOT earn cash back rewards for Purchases made while your Account is in default as defined within your Card Agreement. This Program excludes Accounts already enrolled in a different Credit One Bank cash back rewards program.

Changes: The Program may be changed (added to, modified or deleted) by us at any time, including without limitation amendments to the definition of Eligible Purchases. We will give you prior notice to the extent required by law. The current version of this Program may be found at www.CreditOneBank.com along with the Card Agreement. Any revisions may affect your ability to earn cash back rewards.

Termination: We may suspend or terminate the Program or your participation in the Program at any time without prior notice. In such event, we will evaluate your Account for any eligible cash back rewards as of the Program termination date. Provided that you meet all of the other Program Restrictions listed above at that time, you will receive a distribution of the cash back rewards earned during the current billing period in the form of a statement credit.

Limited Liability: Unless otherwise required by law, this Program, or our Card Agreement with you, we will not be liable to you or anyone making a claim on your behalf, in connection with: (1) any change or termination of the Program; (2) any loss, damage, expense or inconvenience caused by any occurrence outside of our control; (3) any taxes that you incur as a result of receiving cash back rewards, payment of which taxes will be your responsibility; (4) any merchandise or services you purchase, or for any direct, indirect or consequential damages with respect to the use of your Account. In any event, any liability that Credit One Bank may have to you in connection with the Program shall be limited to the amount of any cash back rewards you have earned in this Program. The Program and cash back rewards are void or limited where prohibited or restricted, respectively, by federal, state or local law.

Pricing Summary

Interest Rates and Interest Charges	
ANNUAL PERCENTAGE RATE (APR) for Purchases	23.99% This APR will vary with the market based on the Prime Rate.
ANNUAL PERCENTAGE RATE (APR) for Balance Transfers	23.99% This APR will vary with the market based on the Prime Rate.
ANNUAL PERCENTAGE RATE (APR) for Cash Advances	23.99% This APR will vary with the market based on the Prime Rate.
Paying Interest	You will be charged interest on Purchases, Balance Transfers and Cash Advances from the posting date.
Minimum Interest Charge	If you are charged interest, the charge will be no less than \$1.00.
For Credit Card Tips from the Consumer Financial Protection Bureau	To learn more about factors to consider when applying for or using a credit card, visit the website of the Consumer Financial Protection Bureau at http:// www.consumerfinance.gov/learnmore .
Fees	
Annual Fee	\$39
Transaction Fees • Balance Transfer • Cash Advance • Foreign Transaction	Either \$5 or 8% of the amount of each Balance Transfer, whichever is greater. Either \$5 or 8% of the amount of each Cash Advance, whichever is greater. Either \$1 or 3% of the amount of each purchase in U.S. dollars, whichever is greater.
Penalty Fees • Late Payment • Returned Payment	Up to \$39* Up to \$39**

How We Will Calculate Your Balance: We use a method called “average daily balance (including new Purchases).” See your Card Agreement for more details.

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

Authorized User Card Fee: If you request a card for an authorized user, we charge an Authorized User Card Fee of \$19 annually. This fee will reduce the amount of your available credit.

***Late Payment Fee:** We will charge the maximum safe harbor amount, which is set annually in accordance with 12 C.F.R 1026.52(b)(1)(ii)(D). Currently the fee is \$28, unless you incurred a Late Payment Fee during the prior six billing cycles. If you did, the fee is currently \$39. This fee will not exceed the related Minimum Payment that was due. We charge a Late Payment Fee to your Account if at least the Amount Due This Period (less any Late

Payment Fee for the current billing cycle) plus any Past Due Amount is not received by 5:00 p.m. PT on the Payment Due Date shown on your statement.

****Returned Payment Fee:** We will charge the maximum safe harbor amount, which is set annually in accordance with 12 C.F.R 1026.52(b)(1)(ii)(D). If a payment is not honored upon first presentment, even if the payment is later honored, a Returned Payment Fee will be charged to your Account. Currently, the fee is \$28, unless you incurred a Returned Payment Fee in the prior six billing cycles. If you did, the fee is currently \$39. This fee will not exceed the related Minimum Payment that was due.

Additional Rate Information: The Purchase, Balance Transfer and Cash Advance APR equals the Prime Rate plus a margin of 20.74%. This corresponds to a monthly periodic rate of 1.99917%.

Minimum Payments: You may pay the entire New Balance shown on your billing statement at any time. Each billing period you must pay at least the Minimum Payment Due by the Payment Due Date shown on your billing statement. The Minimum Payment Due will be the sum of:

- 5% of your outstanding balance, rounded up to the next whole dollar, or \$30, whichever is greater;
- any Late Payment Fee for the current billing cycle;
- and any Past Due Amount (excluding any past due Late Payment Fees).

The Agreement

This Agreement, together with the Pricing Summary, is your contract with us.

Accepting this Agreement: You accept this Agreement when you use the Account. You may still reject this Agreement if you have not yet used the Card, used the Account or paid a fee after receiving a billing statement. To reject the Agreement, call us at 866-515-5721 or write us at Bank Card Center, P.O. Box 95516, Las Vegas, NV 89193-5516. If you reject the Agreement, you are not responsible for any fees or charges.

Arbitration: This Agreement includes an Arbitration Provision with class action and jury trial waivers. You can reject the Arbitration Provision. See "How to REJECT this agreement to arbitrate" in the Arbitration section. If you do not, it will be part of this Agreement.

Promise to Pay: You agree to pay us for all amounts due on your Account, including credit for Purchases, Balance Transfers, and Cash Advances, as well as interest charges and fees. This includes charges made by Additional Cardholders and other Authorized Users.

Definitions

Account means the Credit One Bank card account under this Agreement.

Authorized User means any person you allow to use your Account or Card, including Additional Cardholders. If the Authorized User has been issued a Card and you want to terminate the Authorized User, you must notify us by telephone or in writing.

Balance Transfer means a transaction we designate that allows you to use your Account to pay another creditor or yourself. Balance Transfers cannot be used to pay us or our affiliates. A Balance Transfer will be subject to the terms of the Balance Transfer offer and this Agreement.

Card refers to one or more cards or access devices, including your Account number, that we give you or someone else with your authorization to get credit under this Agreement.

Cardholder refers to each person with a card issued in their name.

Cash Advance means the use of your Account to obtain funds at a financial institution or the use of a Convenience Check.

Convenience Check means a check we issue to you to take a Cash Advance. You may not use these checks to pay us or our affiliates.

Purchase means the use of the Account to obtain goods or services.

Prime Rate means the highest U.S. Prime Rate in the Money Rates section of The Wall Street Journal on the 25th day of the month, or the next day if that day is not a publication day. If The Wall Street Journal does not publish the U.S. Prime Rate, we may substitute another index.

we, us, our, and **Credit One Bank** refer to Credit One Bank, N.A., the issuer of your Card.

you, and **your** refer to each person who has applied for the Account and where appropriate, the Authorized User.

Features and Use of Your Account

Using Your Card: You may make Purchases wherever the Card is accepted. You may use the Account to obtain Cash Advances, but you may not make more than two Cash Advance transactions per day and you may not obtain more than \$200 in Cash Advances per day. You may use the Account only for personal, family, or household purposes, and if your Account is used for any other purpose you are still responsible for such use. You may not use the Account for business or commercial purposes. The Account may not be used for online or internet gambling or illegal purposes.

Your Credit Limit: We will tell you your credit limit. Keep your Account balance below your credit limit. If you do not, you must still pay us. We may designate part of your credit limit as a Cash Advance limit and part as a Balance Transfer limit. We may change your credit limit(s) at any time, without notice. You may use a portion of your credit limit for Cash Advances and Balance Transfers. Each Purchase, Cash Advance, and Balance Transfer obtained will reduce the amount of available credit under your credit limit until it is repaid. We may delay increasing your available credit by the amount of any payment that we receive for up to 12 calendar days.

Credit Limit Increase: To request a credit limit increase contact the Customer Service number on your statement. We may impose a fee for processing the request.

Credit Authorizations: We may decline to authorize a transaction for any reason. We will not be liable to you if we decline a transaction or if anyone refuses any use of your Card.

Automatic Billing: You may set up automatic billing with a merchant. You authorize us to provide an updated Account number or Card expiration date to any merchant at our discretion. Contact the merchant to stop automatic billing.

Joint Accounts: If this is a joint account, each of you is responsible individually and together for all amounts owed. Each of you is responsible even if the Account is used by only one of you. You will continue to be liable for the entire balance of the Account, even if your co-applicant is ordered by a court to pay us. You will remain liable to us if your co-applicant fails to pay as ordered by the court. Your Account status will continue to be reported to the credit reporting agencies under each of your names. The delivery of notices or billing statements to either of you serves as delivery to each of you. We may rely on instructions given by either of you. We are not liable to either of you for relying upon such instructions.

Electronic Access: Applications (apps) on electronic devices (such as mobile wallets) can store your Card and can be used to get credit under this Agreement. Such transactions are covered by this Agreement. Apps may have separate terms of use. We are not responsible if you violate those terms or for any consequences from violating those terms.

Additional Cardholder: At your request, we may, at our discretion, issue, in the name of another person, an additional Card on your Account. That person is an Additional Cardholder, as well as an Authorized User. An Additional Cardholder has access to certain Account information including balance, available credit and payment information. If you advise us that the Additional Cardholder is your spouse, information regarding the Account will be provided to consumer reporting agencies in your name as well as in the name of the Additional Cardholder. By requesting that we add an Additional Cardholder to your Account, you represent that you (1) have the consent of the Additional Cardholder to be added to the Account, (2) have provided a copy of this Agreement to the Additional Cardholder, and (3) if the Additional Cardholder is your spouse, you have told the Additional Cardholder that Credit One Bank will furnish credit information about them to the credit reporting agencies in connection with the Account. The Additional Cardholder may report the Card lost or stolen and may remove him or herself from the Account.

Interest Rates and Interest Changes

Annual Percentage Rates (APRs): See the Pricing Summary for your APRs. The APR for Balance Transfers will be the same as the APR for standard Purchases, unless a promotional rate applies.

Variable Rates: Your Pricing Summary indicates whether you have any variable APRs. Variable APRs are determined by adding to the Prime Rate the number of percentage points ("margin") specified in the Pricing Summary. Variable APRs will increase or decrease when the Prime Rate changes. The APR change will take effect beginning with billing cycles that end on or after the first day of the month after the month in which the Prime Rate changes. An increase in the APR will increase your interest charges and may increase your Minimum Payment Due.

Average Daily Balance Method (including new transactions): We calculate interest each billing cycle by first figuring the "average daily balance" for each type of balance. Standard Purchases, standard Cash Advances, standard Balance Transfers, and each promotional offer, are all types of balances.

For each type of balance, for each billing cycle, we start with the balance on the last day of your previous billing cycle. We subtract any unpaid interest. This is the beginning balance each day. Each day of the billing cycle we subtract any new payments and credits applied to that type of balance. We add any new transactions and fees for that type of balance. We add Purchases, Cash Advances, and Balance Transfers on the post date. We add

transaction fees on promotional rate and non-promotional rate Balance Transfers to the same type of balance as the transaction. We add all other fees to the standard Purchase balance. This gives us the daily balance for that type of balance, except that if the daily balance is negative, we treat it as zero. We then add up all of the daily balances and divide by the number of days in the billing cycle. This gives us the "average daily balance" for that type of balance. We multiply the average daily balance by the applicable monthly periodic rate (the APR divided by 12). This gives us the interest charged for that type of balance for that billing cycle. This interest is included in the Account balance on the last day of the billing cycle. The results for all types of balances are then added together to determine the total interest charged that billing cycle.

When Interest Begins: We begin to impose interest on a transaction or fee from the day we add it to the daily balance. We continue to impose interest until you pay the total amount you owe us. There is no grace period and you cannot avoid paying interest on Purchases, Balance Transfers or Cash Advances.

Fees

See the Pricing Summary for additional Fee information.

Annual Fee: If your Account is subject to an Annual Fee, the amount and when it is billed is shown on the Pricing Summary. The Annual Fee is billed to the Account until the Account is closed and the outstanding balance is paid in full. The Annual Fee is refundable as long as you cancel your Account and have not used your card for any Purchases, Cash Advances, or Balance Transfers and you have not made a payment.

Credit Limit Increase Fee: If a fee is imposed for processing a Credit Limit increase request, we will tell you the amount of the fee at the time of your request and before you agree to it.

Transaction Fee for Balance Transfers: The transaction fee for Balance Transfers will be the same as the transaction fee for Cash Advances, unless a promotional fee applies.

Foreign Transaction Fee: We add this fee for each purchase made outside the U.S. (A purchase is made outside the U.S. unless it is made with a U.S. merchant, processed completely in the U.S., and in U.S. dollars.) The fee is a percentage of the U.S. dollar amount of the purchase.

Optional Express Payment Service Fee: If a representative of ours helps expedite your payment, we may impose an Express Payment fee. You will be informed of the amount of the fee before you complete the transaction.

Duplicate Statement Fee: If you request a duplicate copy of a monthly statement, for any purpose other than to assert a billing error, you will be charged a fee of up to \$10 for each statement copy requested.

Sales Slip Request Fee: If you request a copy of a sales slip, for any purpose other than to resolve a dispute about the charges on your Account, you will be charged a fee of \$6 for each sales slip copy requested.

Replacement Card Fee: If you request a replacement card, a Replacement Card Fee of up to \$25 may be charged to your Account.

Payments

Minimum Payment Due: See the Pricing Summary for the minimum payment requirements.

Small Balances: As it is uneconomical for both you and us to process payments or maintain credits that are \$1 or less in amount, you agree as follows: (1) In any billing cycle in which you have had no transactions and your New Balance on the billing date is \$1 or less, the balance will be rounded to zero and you will not receive a bill for this amount. (2) In the event that you have a credit balance of \$1 or less for two consecutive billing cycles, the balance will be rounded to zero and you will not receive a refund of this amount.

Payment Instructions: You must pay us in U.S. dollars, in funds on deposit in the U.S. We credit your payments in accordance with the terms contained on your billing statement. If you mail your payment to an address other than the address designated on your billing statement, there may be a delay in processing and crediting the payment to your Account.

Irregular Payments: Any payment submitted in offer of settlement of a disputed debt, including any item containing a notation such as "paid in full," and any other item with a restrictive endorsement, must be sent to: Credit One Bank, P.O. Box 95516, Las Vegas, NV 89193-5516. We can accept late payments, partial payments, and checks or other items with restrictive endorsements at any other address without losing any of our rights under this Agreement.

Postdated Checks: You agree that we need not examine any payment check to confirm that it is not postdated and that we may deposit any postdated check on the day we receive it.

Payment Allocation: We apply payments up to the Minimum Payment Due and credits at our discretion, which may result in balances at lower APRs being paid first and higher interest charges. Payments over the Minimum Payment Due will be applied to balances with higher APRs first.

Collecting, Sharing, and Updating Information

Customer Privacy: We send you our Privacy Policy when you open your Account and thereafter in accordance with applicable law. It summarizes the personal information we collect; how we safeguard its confidentiality and security; when it may be shared with others; and how you can limit our sharing of this information. You accept the terms of our Privacy Policy when you use the Account. Contact us or visit CreditOne.com if you would like a copy.

Information About You: You authorize us to obtain and/or use information about you from third parties and credit reporting agencies to: (1) verify your identity and/or conduct investigative inquiries; (2) determine your income and credit eligibility; (3) review your Account and provide renewal of credit; (4) verify your current credit standing in order to present future credit limit increases or decreases; (5) qualify you for and present additional lines of credit or other offers; and (6) collect amounts owing on your Account. Upon request, we will tell you the name and address of any credit reporting agency that provided us with information concerning you.

Furnishing Information: We may furnish information concerning your Account or credit file to consumer reporting agencies and others who may properly receive that information. If you believe that information we furnished is inaccurate or incomplete, please write us at Credit One Bank, P. O. Box 98873, Las Vegas, NV 89193-8873. Please include your name, address, home phone number and Account number.

Telephone Calls, Text Messages and Emails Regarding Your Account: You are providing express written permission and consent authorizing Credit One Bank and our agents, servicers, contractors, subsidiaries, affiliates, officers, and other partners and employees to contact you at any phone number (including mobile, cellular/wireless, or similar devices) or email address you provide at any time, for any lawful purpose. The ways in which we may contact you include live operator, automatic telephone dialing systems (auto-dialer), prerecorded and artificial voice message, text/SMS message or email. Phone numbers and email addresses you provide include those you give to us, those from which you, or someone acting on your behalf, contact us or which we obtain through other means. If you provide a phone number for which you are not the owner, you confirm you are authorized to provide that number. Such lawful purposes include, but are not limited to: obtaining information; activation of the card for verification and identification purposes; account transactions or servicing related matters; suspected fraud or identity theft; collection on the Account; and providing information about special products and services. You agree to pay any fee(s) or charge(s) that you may incur for incoming communications from us or outgoing communications to us, to or from any such number or email address, without reimbursement from us.

Communication Revocation: You may revoke your authorization for most communications. However, you cannot revoke authorization for fraud related communications or legally required communications. To change your communication preferences or to revoke consent you must write us. Please:

- include your name, mailing address, and the last four digits of your Account number;
- specify whether you are changing your preferences regarding mail, telephone calls, emails, and/or text or SMS messages;
- provide the specific phone number(s) and/or email address for which you are requesting communications to cease;
- send this written notice to: Credit One Bank, P.O. Box 98873, Las Vegas, NV 89193-8873.

Certain communication preferences can be changed on-line. Please log in to your Account to see if that option is available.

Telephone Monitoring: You agree that we (and our servicers, agents and contractors) may monitor and record any calls between you and us.

Updating Your Phone Number: Notify us immediately if you change mobile or cell phone numbers or plan to give your phone to someone else. It is your responsibility to provide us with a true, accurate and complete mobile number and to maintain and update promptly any changes in this information. You can update your mobile number by calling us at the phone number on the back of your Card.

Indemnification: If you provide telephone number(s) for which you are not the subscriber, or fail to notify us when you cease to be the subscriber for a telephone number you previously gave us, you agree to indemnify us, our subsidiaries, affiliates, officers, agents, servicers, contractors, and other partners and employees for any costs and expenses, including reasonable attorneys' fees, incurred as a result of us contacting or attempting to contact you at the number(s). Your obligation under this paragraph shall survive termination of the Agreement.

Account Closure

Default: You are in default under this Agreement if (1) bankruptcy or another insolvency proceeding is filed by or against you; (2) we reasonably believe you are unable or unwilling to repay us; (3) you die or are legally incompetent or incapacitated; (4) you fail to comply with the terms of this Agreement, including failing to make a required payment when due, exceeding your credit limit or using your Card or Account for an illegal transaction;

(5) you give us misleading, false, incomplete or incorrect information or fail to give us any information we deem necessary; or (6) if you no longer permanently reside in one of the 50 states or the District of Columbia. If you are in default, we may declare the entire Account balance immediately due and payable without advance notice.

Collection Costs: If we use an attorney to collect your Account, we may charge you our legal costs as permitted by law. These include reasonable attorneys' fees, court or other collection costs, and fees and costs of any appeal.

Closing Your Account: You may close your Account at any time. You will remain responsible for any amount you owe us under this Agreement. Any joint Cardholder may cancel a joint Account. However, both of you will remain responsible for paying all amounts owed. If your Account is subject to an Annual Fee, the fee will continue to be charged until you pay your outstanding balance in full.

We may cancel, suspend or not renew your Card, Account, or access to the credit line at any time and for any reason without notice. If your Account is closed by us, the Annual Fee will continue to be charged until you pay your outstanding balance in full.

However, when your Account is closed, if there is: (1) a debit balance of \$1 or less, that balance will be rounded to zero and you will not be required to pay this amount; or (2) a credit balance of \$1 or less, that balance will be rounded to zero and this amount will not be refunded to you. The rounding to zero may occur after your closing statement cycles, and you may not receive a statement reflecting the rounding.

Arbitration Agreement

PLEASE READ CAREFULLY—IMPORTANT—AFFECTS YOUR LEGAL RIGHTS

This agreement to arbitrate provides that you or we can require controversies or disputes between us to be resolved by BINDING ARBITRATION. You have the right to REJECT this agreement to arbitrate by using the procedure explained below.

If you do not reject this agreement to arbitrate, you GIVE UP YOUR RIGHT TO GO TO COURT and controversies or disputes between us will be resolved by a NEUTRAL ARBITRATOR INSTEAD OF A JUDGE OR JURY, using rules that are simpler and more limited than in a court. Arbitrator decisions are subject to VERY LIMITED REVIEW BY A COURT. Arbitration will proceed INDIVIDUALLY— CLASS ACTIONS AND SIMILAR PROCEDURES WILL NOT BE AVAILABLE TO YOU.

Agreement to Arbitrate: You and we agree that either you or we may, without the other's consent, require that controversies or disputes between you and us (all of which are called "Claims"), be submitted to mandatory, binding arbitration. This agreement to arbitrate is made pursuant to a transaction involving interstate commerce, and shall be governed by, and enforceable under, the Federal Arbitration Act (the "FAA"), 9 U.S.C. §1 et seq., and (to the extent State law is applicable), the laws of the State of Nevada.

For purposes of this agreement to arbitrate, "you" includes you, any co-applicant, any Authorized User (including Additional Cardholders), or anyone else connected with you or claiming through you; and "we" or "us" includes Credit One Bank, N.A., all of its parents, subsidiaries, affiliates, successors, predecessors, employees, and related persons or entities, and all third parties who are regarded as agents or representatives of us in connection with the subject matter of the claim or dispute at issue.

Covered Claims: Claims subject to arbitration include, but are not limited to, any controversies or disputes arising from or relating in any way to your Account; any transactions involving your Account; any disclosures made to you concerning your Account; any interest, charges, or fees assessed on your Account; any service(s) or programs related to your Account; and, if permitted by the rules of the arbitration forum, any collection of debt related to your Account. Claims also include controversies or disputes arising from or relating in any way to advertising, solicitations, or any application for, approval of, or establishment of your Account. Claims subject to arbitration include any controversies or disputes based on any theory of law, whether contract, tort, statute, regulation, common law, or equity, or whether they seek legal or equitable remedies. All Claims are subject to arbitration whether they arose in the past, may currently exist, or may arise in the future. Arbitration will apply even if your Account is closed, you pay us in full any outstanding debt you owe, or you file for bankruptcy. Also, controversies or disputes about the validity, enforceability, coverage, meaning, or scope of this agreement to arbitrate or any part thereof are subject to arbitration and are for the arbitrator to decide. Any questions about what Claims are subject to arbitration shall be resolved by interpreting this agreement to arbitrate in the broadest way the law will allow it to be enforced.

Claims Not Covered: Claims (whether brought initially or by counter or cross-claim) are not subject to arbitration if they are filed by you or us in a small claims court, so long as the case remains in such court and only individual claims for relief are advanced in the case.

No Class Arbitration or Consolidation or Joinder of Parties: Class actions and other similar procedures in which individuals seek to represent similarly situated individuals or seek relief on behalf of the general public, and consolidation or joinder of Claims (except for claimants on the same account), are NOT available under this agreement to arbitrate. Claims in arbitration will proceed on an INDIVIDUAL basis only:

UNLESS YOU REJECT THIS AGREEMENT TO ARBITRATE, YOU AND WE WAIVE THE RIGHT TO ASSERT OR PARTICIPATE IN A CLASS ACTION OR ANY REPRESENTATIVE OR CONSOLIDATED PROCEEDING IN COURT OR IN ARBITRATION.

The arbitrator shall have no authority to entertain any Claim as a class action or private attorney general action or on any other similar representative basis, nor shall the arbitrator have any authority to consolidate or join Claims brought by separate claimants (except for claimants on the same account). This also means that the arbitrator shall have no authority to make any award for the benefit of, or against, any person other than the individual who is the named party.[†]

†Notice to California Account Holders: This agreement to arbitrate shall not be construed to prevent you from seeking in the arbitration the remedy of public injunctive relief if (a) you reside in California, (b) you resided in California at the time you entered into this agreement to arbitrate, or (iii) the billing address for your Account is a California address (hereafter, "California Account Holder").

Initiation of Arbitration: The arbitration shall be administered by the American Arbitration Association ("AAA") before a single arbitrator under the AAA's Consumer Arbitration Rules, or by a mutually agreeable administrator, before a single arbitrator, as modified by this arbitration provision. Information about the arbitration process for AAA can be obtained from the AAA at www.adr.org. The arbitrator shall be selected from the AAA (or mutually agreeable administrator) panel of neutrals then active on the roster maintained by the AAA (or mutually agreeable administrator) office located in the city of or nearest to your billing address and, unless otherwise mutually agreed, the arbitrator shall be a retired federal judge, a retired state appellate judge, a retired state trial judge, or a lawyer with at least 15 years of experience in that order of preference.

In the event that the AAA or mutually agreeable administrator is unable or unwilling to handle the Claim for any reason, then the matter shall be arbitrated instead by a neutral arbitrator selected by agreement of the parties (or, if the parties cannot agree, selected by a court in accordance with the FAA).

Arbitration Procedures and Applicable Law; Offer of Settlement: Unlike a lawsuit in state or federal court, arbitration is conducted by a private organization that specializes in alternative dispute resolution. Disputes in arbitration are decided by a neutral arbitrator instead of a judge or jury. You may represent yourself in arbitration, or you may be represented by a lawyer.

Under this agreement to arbitrate, a single arbitrator designated by the arbitration administrator will decide the Claim under applicable law. The arbitrator is bound by the terms of this agreement to arbitrate. The AAA or mutually agreeable administrator will apply its code of procedures in effect at the time the arbitration claim is filed. If there is a conflict between that code of procedures and this arbitration provision and/or any sections of this Card Agreement, this arbitration provision and/or this Card Agreement will control. The arbitrator will honor all claims of privilege recognized by law. Subject to the prohibition on class, representative, and consolidation procedures set forth above, the arbitrator will have the power to award to a party any damages or other relief (including relief in equity) provided for under applicable law. That is, a party will be entitled to recover in arbitration any damages or other relief that it could recover if it prevailed in a court proceeding. An arbitrator's award shall consist of a written statement setting forth the disposition of each Claim. At the request of any party, the arbitrator shall also set forth a written explanation of the essential findings and conclusions on which the award is based. An arbitration award shall decide the rights and obligations only of the parties named in the arbitration, and shall not have any bearing on another person or dispute.

If your Claim is for \$10,000 or less, you may choose whether the arbitration will be conducted solely on the basis of documents, in a telephonic hearing, or in an in-person hearing.

Any in-person hearing will take place in the federal judicial district that includes your billing address at the time the Claim is filed, unless the parties agree to a different place.

The Arbitrator's Decision: The arbitrator's decision will be final and binding on the parties. A party can file a written appeal to the arbitration administrator within thirty (30) days after an award is issued. The appeal will proceed before a panel of three neutral arbitrators designated by the same arbitration administrator. The panel will decide anew all factual and legal issues, following the same rules of procedure, by majority vote any aspect of the original decision objected to. The costs of such an appeal will be borne in accordance with the below paragraph entitled "Fees and Costs". Any review by a court shall be governed by the Federal Arbitration Act. Any final arbitration award will be binding on the named parties and enforceable by any court having jurisdiction.

Fees and Costs: We will pay any costs that are required to be paid by us under the arbitration administrator's rules of procedure. If you file the arbitration, you will pay your share of the initial filing fee, unless you seek and qualify for a fee waiver under the applicable rules of the arbitration administrator. The party filing an appeal shall be responsible for all filing fees and costs of the appeal unless prohibited by administrator's rules of procedure. All parties are responsible for their own attorney's fees, expert fees and any other expenses, unless the arbitrator awards such fees or expenses to you or us if allowed by applicable law.

Other Parties Subject to this Agreement to Arbitrate: In addition to you and us, the rights and duties described in this agreement to arbitrate apply to: any third party co-defendant of a claim subject to this arbitration provision; all joint account holders, Additional Cardholders, and Authorized Users of your Account(s).

How to REJECT this Agreement to Arbitrate: You can reject this agreement to arbitrate but only if we receive from you a written notice of rejection within 45 days after it was first provided to you. To reject this agreement to arbitrate you must send the notice of rejection to: Credit One Bank, Attention: Arbitration Opt Out, P. O. Box 98873, Las Vegas, NV 89193-8873. Rejection notices sent to any other address will not be accepted or effective. If you decide to reject this agreement to arbitrate in writing, your notice must state that you reject this agreement to arbitrate and include your name, address, account number, and personal signature. Rejection of arbitration will not affect your other rights or responsibilities under this Card Agreement.

Survival, Severability, and Amendment of Terms:

Survival. This agreement to arbitrate shall survive changes in the Agreement and termination of the Account or the relationship between you and us, including the bankruptcy of any party and any transfer or sale of your Account, or amounts owed on your Account, to another person or entity.

Severability. If any part or parts of your agreement to arbitrate are declared unenforceable, then such specific part or parts shall be of no force or effect and shall be severed, but the remainder of this agreement to arbitrate shall continue in full force and effect. If, however, the entire agreement to arbitrate or your waiver of the right to bring or participate in a class or representative action or in consolidation procedures is unenforceable, then the agreement to arbitrate shall be of no force or effect. Notwithstanding the preceding sentence, with respect to California Account Holders, if arbitration is unenforceable, in whole or in part, you and we agree to resolve any Claim by a judicial reference proceeding as described above.

Amendment in Writing Only. This agreement to arbitrate may not be amended, severed, or waived, except as expressly provided in the Agreement or in a written agreement between you and us.

Other Information

Transactions in Foreign Currencies: If you make a transaction at a merchant that settles in a currency other than U.S. dollars, Mastercard International Incorporated or Visa Incorporated will convert that charge into a U.S. Dollar amount. That conversion will be done at a rate selected by Mastercard or Visa from the range of rates available in wholesale currency markets for the applicable central processing date, which rate may vary from the rate Mastercard or Visa itself receives, or the government-mandated rate in effect for the applicable central processing date. The currency conversion rate used on the processing date may differ from the rate that would have been used on the purchase date or on the date the transaction is posted to your Account. You agree to pay the converted amount, including any charges for the conversion that may be imposed as described above.

Changes to Your Agreement: The rates, fees and terms of this Agreement may change and we may add or delete any term to this Agreement, consistent with applicable law. We will give you advance written notice of these changes and a right to reject the change, if required by law.

Unauthorized Use: Notify us immediately if your Card is lost or stolen or you suspect that someone is using your Card or Account without your permission.

Assignment: We may assign any or all of our rights and obligations under this Agreement. You may not assign any of your rights or obligations under this Agreement.

No Waiver: We will not lose our rights under this Agreement because we delay or do not enforce them.

Governing Law: This Agreement is governed by and interpreted in accordance with the laws applicable to national banks, and, where no such laws apply, by the laws of the State of Nevada, excluding the conflicts of law provisions thereof, regardless of your state of residence.

Conformance with Law; Severability: If any part of this Agreement conflicts with applicable law, that provision will be considered modified to conform to applicable law. If any part of this Agreement is invalid, the rest shall remain in effect, except as otherwise noted in the Arbitration Provision.

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 the Billing Inquiries address on the statement.

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 \$50.00 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 \$50.00. (Note: Neither of these are necessary if your purchase was based on an advertisement we mailed to you, or if we own or operate 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 the Billing Inquiries address shown on your statement.

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

Cash Back Rewards Program Supplement

This Supplement describes the terms and conditions of the Credit One Cash Back Rewards Program ("Program") and supplements the Card Agreement that governs your credit card account issued by Credit One Bank, N.A. (the "Account"). By using the Account, you agree to participate in the Program. Your participation is subject to the terms of the Card Agreement, including the arbitration provision, if applicable, and this Supplement. In the event of a conflict between the Card Agreement and this Supplement, with respect to matters relating to the Program, this Supplement controls.

Earning Cash Back Rewards: You earn cash back rewards in the form of an automatic statement credit equal to 1% of Net Eligible Purchases (as defined below) made with your Account. You do not earn cash back rewards on Cash Advances, Balance Transfers, interest, fees, and other charges. We will post a statement credit to your Account within seven days after the end of the month based on the Net Eligible Purchases made with your Account from the 27th of the previous month to the 26th of the current month. If your Account is in default, as defined in your Card Agreement, at the time the credit is to be posted, you WILL NOT receive the credit. Cash back rewards have no cash value.

Merchant Categories: Merchants who accept Visa/Mastercard credit cards are assigned a merchant code, which is determined by the merchant or its processor in accordance with Visa/ Mastercard procedures based on the kinds of products and services they primarily sell. We group similar merchant codes into Eligible Purchase categories for purposes of making cash back rewards offers to you. Please note:

- We make every effort to include all relevant merchant codes in our cash back rewards categories. However, even though a merchant or some of the items that it sells may appear to fit within a cash back rewards category, the merchant may not have a merchant code in that category. When this occurs, Purchases with that merchant won't qualify for cash back rewards offers on Purchases in that category.
- Although a merchant or the items that it sells may appear to fit the reward categories, the merchant may not have or use an eligible Code. Purchases made without an eligible code WILL NOT qualify for cash back rewards. A merchant with more than one location may submit Purchases using different codes, including codes that are not eligible under this Program. This means that Purchases from the same merchant at a different location may result in no reward.
- Purchases submitted by you, an authorized user, or the merchant through third-party payment accounts, mobile or wireless card readers, online or mobile digital wallets, or similar technology will not qualify in a cash back rewards category if the technology is not set up to process the purchase in that cash back rewards category.

Eligible Purchases: Eligible Purchases are Purchases from merchants in the following categories:

- gasoline,
- grocery (grocery Purchases do not include Purchases at superstores, at stores that sell groceries and other products like drugstores and convenience stores; or at smaller stores like bakeries, candy, nut or confection stores),
- mobile phone service, and
- internet, cable and satellite TV service.

Purchases That Are Not Eligible: Purchases from the following types of merchants are not eligible for cash back rewards:

- oil, propane, home heating companies,
- PayPal,
- warehouse clubs (including but not limited to Sam's Club and Costco),
- discount supercenters (including but not limited to Wal-Mart and Target).

Net Eligible Purchases: Net Eligible Purchases are Eligible Purchases minus any returns, disputed charges, unauthorized charges, illegal or fraudulent charges or other credits for such Purchases.

Program Restrictions: You will receive an automatic cash back rewards credit on each statement that has at least one Net Eligible Purchase. Automatic statement credits for cash back rewards will reduce the balance on your Account but will not count as payments. You will still be required to pay at least the Minimum Payment Due as shown on your billing statement each month. You WILL NOT earn cash back rewards for Purchases made while your Account is in default as defined within your Card Agreement. This Program excludes Accounts already enrolled in a different Credit One cash back rewards program.

Changes: The Program may be changed (added to, modified or deleted) by us at any time, including without limitation amendments to the definition of Eligible Purchases. We will give you prior notice to the extent required by law. The current version of this Program may be found at www.CreditOneBank.com along with the Card Agreement. Any revisions may affect your ability to earn cash back rewards.

Termination: We may suspend or terminate the Program or your participation in the Program at any time without prior notice. In such event, we will evaluate your Account for any eligible cash back rewards as of the Program termination date. Provided that you meet all of the other Program Restrictions listed above at that time, you will receive a distribution of the cash back rewards earned during the current billing period in the form of a statement credit.

Limited Liability: Unless otherwise required by law, this Program, or our Card Agreement with you, we will not be liable to you or anyone making a claim on your behalf, in connection with: (1) any change or termination of the Program; (2) any loss, damage, expense or inconvenience caused by any occurrence outside of our control; (3) any taxes that you incur as a result of receiving cash back rewards, payment of which taxes will be your responsibility; (4) any merchandise or services you purchase, or for any direct, indirect or consequential damages with respect to the use of your Account. In any event, any liability that Credit One may have to you in connection with the Program shall be limited to the amount of any cash back rewards you have earned in this Program. The Program and cash back rewards are void or limited where prohibited or restricted, respectively, by federal, state or local law.

Pricing Summary

Interest Rates and Interest Charges	
ANNUAL PERCENTAGE RATE (APR) for Purchases	23.99% This APR will vary with the market based on the Prime Rate.
ANNUAL PERCENTAGE RATE (APR) for Balance Transfers	23.99% This APR will vary with the market based on the Prime Rate.
ANNUAL PERCENTAGE RATE (APR) for Cash Advances	23.99% This APR will vary with the market based on the Prime Rate.
Paying Interest	Your due date is at least 24 days after the close of each billing cycle. We will not charge you any interest on Purchases if you pay your entire balance by the due date each month. We will begin charging interest on Cash Advances and Balance Transfers from the posting date.
Minimum Interest Charge	If you are charged interest, the charge will be no less than \$1.00.
For Credit Card Tips from the Consumer Financial Protection Bureau	To learn more about factors to consider when applying for or using a credit card, visit the website of the Consumer Financial Protection Bureau at http:// www.consumerfinance.gov/learnmore .
Fees	
Annual Fee	\$39
Transaction Fees <ul style="list-style-type: none"> • Balance Transfer • Cash Advance • Foreign Transaction 	Either \$5 or 8% of the amount of each Balance Transfer, whichever is greater. Either \$5 or 8% of the amount of each Cash Advance, whichever is greater. Either \$1 or 3% of the amount of each purchase in U.S. dollars, whichever is greater.
Penalty Fees <ul style="list-style-type: none"> • Late Payment • Returned Payment 	Up to \$39* Up to \$39**

How We Will Calculate Your Balance: We use a method called "average daily balance (including new Purchases)." See your Card Agreement for more details.

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

***Late Payment Fee:** We will charge the maximum safe harbor amount, which is set annually in accordance with 12 C.F.R 1026.52(b)(1)(ii)(D). Currently the fee is \$28, unless you incurred a Late Payment Fee during the prior six billing cycles. If you did, the fee is currently \$39. This fee will not exceed the related Minimum Payment that was due. We charge a Late Payment Fee to your Account if at least the Amount Due This Period (less any Late

Payment Fee for the current billing cycle) plus any Past Due Amount is not received by 5:00 p.m. PT on the Payment Due Date shown on your statement.

****Returned Payment Fee:** We will charge the maximum safe harbor amount, which is set annually in accordance with 12 C.F.R 1026.52(b)(1)(ii)(D). If a payment is not honored upon first presentment, even if the payment is later honored, a Returned Payment Fee will be charged to your Account. Currently, the fee is \$28, unless you incurred a Returned Payment Fee in the prior six billing cycles. If you did, the fee is currently \$39. This fee will not exceed the related Minimum Payment that was due.

Additional Rate Information: The Purchase, Balance Transfer and Cash Advance APR equals the Prime Rate plus a margin of 20.74%. This corresponds to a monthly periodic rate of 1.99917%.

Minimum Payments: You may pay the entire New Balance shown on your billing statement at any time. Each billing period you must pay at least the Minimum Payment Due by the Payment Due Date shown on your billing statement. The Minimum Payment Due will be the sum of:

- 5% of your outstanding balance, rounded up to the next whole dollar, or \$30, whichever is greater;
- any Late Payment Fee for the current billing cycle;
- and any Past Due Amount (excluding any past due Late Payment Fees).

The Agreement

This Agreement, together with the Pricing Summary, is your contract with us.

Accepting this Agreement: You accept this Agreement when you use the Account. You may still reject this Agreement if you have not yet used the Card, used the Account, or paid a fee after receiving a billing statement. To reject the Agreement, call us at 866-515-5721 or write us at Bank Card Center, P.O. Box 95516, Las Vegas, NV 89193-5516. If you reject the Agreement, you are not responsible for any fees or charges.

Arbitration: This Agreement includes an Arbitration Provision with class action and jury trial waivers. You can reject the Arbitration Provision. See "How to REJECT this agreement to arbitrate" in the Arbitration section. If you do not, it will be part of this Agreement.

Promise to Pay: You agree to pay us for all amounts due on your Account, including credit for Purchases, Balance Transfers, and Cash Advances, as well as interest charges and fees. This includes charges made by Additional Cardholders and other Authorized Users.

Definitions

Account means the Credit One Bank card account under this Agreement.

Authorized User means any person you allow to use your Account or Card, including Additional Cardholders. If the Authorized User has been issued a Card and you want to terminate the Authorized User, you must notify us by telephone or in writing.

Balance Transfer means a transaction we designate that allows you to use your Account to pay another creditor or yourself. Balance Transfers cannot be used to pay us or our affiliates. A Balance Transfer will be subject to the terms of the Balance Transfer offer and this Agreement.

Card refers to one or more cards or access devices, including your Account number, that we give you or someone else with your authorization to get credit under this Agreement.

Cardholder refers to each person with a card issued in their name.

Cash Advance means the use of your Account to obtain funds at a financial institution or the use of a Convenience Check.

Convenience Check means a check we issue to you to take a Cash Advance. You may not use these checks to pay us or our affiliates.

Purchase means the use of the Account to obtain goods or services.

Prime Rate means the highest U.S. Prime Rate in the Money Rates section of The Wall Street Journal on the 25th day of the month, or the next day if that day is not a publication day. If The Wall Street Journal does not publish the U.S. Prime Rate, we may substitute another index.

we, us, our, and Credit One Bank refer to Credit One Bank, N.A., the issuer of your Card.

you, and your refer to each person who has applied for the Account and where appropriate, the Authorized User.

Features and Use of Your Account

Using Your Card: You may make Purchases wherever the Card is accepted. You may use the Account to obtain Cash Advances, but you may not make more than two Cash Advance transactions per day and you may not obtain more than \$200 in Cash Advances per day. You may use the Account only for personal, family, or household purposes, and if your Account is used for any other purpose you are still responsible for such use. You may not use the Account for business or commercial purposes. The Account may not be used for online or internet gambling or illegal purposes.

Your Credit Limit: We will tell you your credit limit. Keep your Account balance below your credit limit. If you do not, you must still pay us. We may designate part of your credit limit as a Cash Advance limit and part as a Balance Transfer limit. We may change your credit limit(s) at any time, without notice. You may use a portion of your credit limit for Cash Advances and Balance Transfers. Each Purchase, Cash Advance, and Balance Transfer obtained will reduce the amount of available credit under your credit limit until it is repaid. We may delay increasing your available credit by the amount of any payment that we receive for up to 12 calendar days.

Credit Limit Increase: To request a credit limit increase contact the Customer Service number on your statement. We may impose a fee for processing the request.

Credit Authorizations: We may decline to authorize a transaction for any reason. We will not be liable to you if we decline a transaction or if anyone refuses any use of your Card.

Automatic Billing: You may set up automatic billing with a merchant. You authorize us to provide an updated Account number or Card expiration date to any merchant at our discretion. Contact the merchant to stop automatic billing.

Joint Accounts: If this is a joint account, each of you is responsible individually and together for all amounts owed. Each of you is responsible even if the Account is used by only one of you. You will continue to be liable for the entire balance of the Account, even if your co-applicant is ordered by a court to pay us. You will remain liable to us if your co-applicant fails to pay as ordered by the court. Your Account status will continue to be reported to the credit reporting agencies under each of your names. The delivery of notices or billing statements to either of you serves as delivery to each of you. We may rely on instructions given by either of you. We are not liable to either of you for relying upon such instructions.

Electronic Access: Applications (apps) on electronic devices (such as mobile wallets) can store your Card and can be used to get credit under this Agreement. Such transactions are covered by this Agreement. Apps may have separate terms of use. We are not responsible if you violate those terms or for any consequences from violating those terms.

Additional Cardholder: At your request, we may, at our discretion, issue, in the name of another person, an additional Card on your Account. That person is an Additional Cardholder, as well as an Authorized User. An Additional Cardholder has access to certain Account information including balance, available credit and payment information. If you advise us that the Additional Cardholder is your spouse, information regarding the Account will be provided to consumer reporting agencies in your name as well as in the name of the Additional Cardholder. By requesting that we add an Additional Cardholder to your Account, you represent that you (1) have the consent of the Additional Cardholder to be added to the Account, (2) have provided a copy of this Agreement to the Additional Cardholder, and (3) if the Additional Cardholder is your spouse, you have told the Additional Cardholder that Credit One Bank will furnish credit information about them to the credit reporting agencies in connection with the Account. The Additional Cardholder may report the Card lost or stolen and may remove him or herself from the Account.

Interest Rates and Interest Changes

Annual Percentage Rates (APRs): See the Pricing Summary for your APRs. The APR for Balance Transfers will be the same as the APR for standard Purchases, unless a promotional rate applies.

Variable Rates: Your Pricing Summary indicates whether you have any variable APRs. Variable APRs are determined by adding to the Prime Rate the number of percentage points ("margin") specified in the Pricing Summary. Variable APRs will increase or decrease when the Prime Rate changes. The APR change will take effect beginning with billing cycles that end on or after the first day of the month after the month in which the Prime Rate changes. An increase in the APR will increase your interest charges and may increase your Minimum Payment Due.

Average Daily Balance Method (including new transactions): We calculate interest each billing cycle by first figuring the "average daily balance" for each type of balance. Standard Purchases, standard Cash Advances, standard Balance Transfers, and each promotional offer, are all types of balances.

For each type of balance, for each billing cycle, we start with the balance on the last day of your previous billing cycle. We subtract any unpaid interest. This is the beginning balance each day. Each day of the billing cycle we subtract any new payments and credits applied to that type of balance. We

add any new transactions and fees for that type of balance. We add Purchases, Cash Advances, and Balance Transfers on the post date. We add transaction fees on promotional rate and non-promotional rate Balance Transfers to the same type of balance as the transaction. We add all other fees to the standard Purchase balance. This gives us the daily balance for that type of balance, except that if the daily balance is negative, we treat it as zero. We then add up all of the daily balances and divide by the number of days in the billing cycle. This gives us the "average daily balance" for that type of balance. We multiply the average daily balance by the applicable monthly periodic rate (the APR divided by 12). This gives us the interest charged for that type of balance for that billing cycle. This interest is included in the Account balance on the last day of the billing cycle. The results for all types of balances are then added together to determine the total interest charged that billing cycle.

When Interest Begins: We begin to impose interest on a transaction or fee from the day we add it to the daily balance. We continue to impose interest until you pay the total amount you owe us. You can avoid paying interest on Purchases as described below. However, you cannot avoid paying interest on Balance Transfers or Cash Advances.

How to Avoid Paying Interest on Purchases ("Grace Period"): If you pay the New Balance on your billing statement by the Payment Due Date shown on that billing statement, we will not impose interest on new Purchases paid by the Payment Due Date on your current billing statement. The Payment Due Date will be at least 24 days after the close of the billing cycle. If you have been paying your Account balance in full and thereby avoiding interest on Purchases, but then do not pay the next New Statement Balance in full by the Payment Due Date, in that billing cycle we will start charging interest on the unpaid portion of your balance.

Fees

See the Pricing Summary for additional Fee information.

Annual Fee: If your Account is subject to an Annual Fee, the amount and when it is billed is shown on the Pricing Summary. The Annual Fee is billed to the Account until the Account is closed and the outstanding balance is paid in full. The Annual Fee is refundable as long as you cancel your Account and have not used your card for any Purchases, Cash Advances, or Balance Transfers and you have not made a payment.

Credit Limit Increase Fee: If a fee is imposed for processing a Credit Limit increase request, we will tell you the amount of the fee at the time of your request and before you agree to it.

Transaction Fee for Balance Transfers: The transaction fee for Balance Transfers will be the same as the transaction fee for Cash Advances, unless a promotional fee applies.

Foreign Transaction Fee: We add this fee for each purchase made outside the U.S. (A purchase is made outside the U.S. unless it is made with a U.S. merchant, processed completely in the U.S., and in U.S. dollars.) The fee is a percentage of the U.S. dollar amount of the purchase.

Optional Express Payment Service Fee: If a representative of ours helps expedite your payment, we may impose an Express Payment fee. You will be informed of the amount of the fee before you complete the transaction.

Duplicate Statement Fee: If you request a duplicate copy of a monthly statement, for any purpose other than to assert a billing error, you will be charged a fee of up to \$10 for each statement copy requested.

Sales Slip Request Fee: If you request a copy of a sales slip, for any purpose other than to resolve a dispute about the charges on your Account, you will be charged a fee of \$6 for each sales slip copy requested.

Replacement Card Fee: If you request a replacement card, a Replacement Card Fee of up to \$25 may be charged to your Account.

Payments

Minimum Payment Due: See the Pricing Summary for the minimum payment requirements.

Small Balances: As it is uneconomical for both you and us to process payments or maintain credits that are \$1 or less in amount, you agree as follows: (1) In any billing cycle in which you have had no transactions and your New Balance on the billing date is \$1 or less, the balance will be rounded to zero and you will not receive a bill for this amount. (2) In the event that you have a credit balance of \$1 or less for two consecutive billing cycles, the balance will be rounded to zero and you will not receive a refund of this amount.

Payment Instructions: You must pay us in U.S. dollars, in funds on deposit in the U.S. We credit your payments in accordance with the terms contained on your billing statement. If you mail your payment to an address other than the address designated on your billing statement, there may be a delay in processing and crediting the payment to your Account.

Irregular Payments: Any payment submitted in offer of settlement of a disputed debt, including any item containing a notation such as “paid in full,” and any other item with a restrictive endorsement, must be sent to: Credit One Bank, P.O. Box 95516, Las Vegas, NV 89193-5516. We can accept late payments, partial payments, and checks or other items with restrictive endorsements at any other address without losing any of our rights under this Agreement.

Postdated Checks: You agree that we need not examine any payment check to confirm that it is not postdated and that we may deposit any postdated check on the day we receive it.

Payment Allocation: We apply payments up to the Minimum Payment Due and credits at our discretion, which may result in balances at lower APRs being paid first and higher interest charges. Payments over the Minimum Payment Due will be applied to balances with higher APRs first.

Collecting, Sharing, and Updating Information

Customer Privacy: We send you our Privacy Policy when you open your Account and thereafter in accordance with applicable law. It summarizes the personal information we collect; how we safeguard its confidentiality and security; when it may be shared with others; and how you can limit our sharing of this information. You accept the terms of our Privacy Policy when you use the Account. Contact us or visit CreditOne.com if you would like a copy.

Information About You: You authorize us to obtain and/or use information about you from third parties and credit reporting agencies to: (1) verify your identity and/or conduct investigative inquiries; (2) determine your income and credit eligibility; (3) review your Account and provide renewal of credit; (4) verify your current credit standing in order to present future credit limit increases or decreases; (5) qualify you for and present additional lines of credit or other offers; and (6) collect amounts owing on your Account. Upon request, we will tell you the name and address of any credit reporting agency that provided us with information concerning you.

Furnishing Information: We may furnish information concerning your Account or credit file to consumer reporting agencies and others who may properly receive that information. If you believe that information we furnished is inaccurate or incomplete, please write us at Credit One Bank, P. O. Box 98873, Las Vegas, NV 89193-8873. Please include your name, address, home phone number and Account number.

Telephone Calls, Text Messages and Emails Regarding Your Account: You are providing express written permission and consent authorizing Credit One Bank and our agents, servicers, contractors, subsidiaries, affiliates, officers, and other partners and employees to contact you at any phone number (including mobile, cellular/wireless, or similar devices) or email address you provide at any time, for any lawful purpose. The ways in which we may contact you include live operator, automatic telephone dialing systems (auto-dialer), prerecorded and artificial voice message, text/SMS message or email. Phone numbers and email addresses you provide include those you give to us, those from which you, or someone acting on your behalf, contact us or which we obtain through other means. If you provide a phone number for which you are not the owner, you confirm you are authorized to provide that number. Such lawful purposes include, but are not limited to: obtaining information; activation of the card for verification and identification purposes; account transactions or servicing related matters; suspected fraud or identity theft; collection on the Account; and providing information about special products and services. You agree to pay any fee(s) or charge(s) that you may incur for incoming communications from us or outgoing communications to us, to or from any such number or email address, without reimbursement from us.

Communication Revocation: You may revoke your authorization for most communications. However, you cannot revoke authorization for fraud related communications or legally required communications. To change your communication preferences or to revoke consent you must write us. Please:

- include your name, mailing address, and the last four digits of your Account number;
- specify whether you are changing your preferences regarding mail, telephone calls, emails, and/or text or SMS messages;
- provide the specific phone number(s) and/or email address for which you are requesting communications to cease;
- send this written notice to: Credit One Bank, P.O. Box 98873, Las Vegas, NV 89193-8873.

Certain communication preferences can be changed on-line. Please log in to your Account to see if that option is available.

Telephone Monitoring: You agree that we (and our servicers, agents and contractors) may monitor and record any calls between you and us.

Updating Your Phone Number: Notify us immediately if you change mobile or cell phone numbers or plan to give your phone to someone else. It is your responsibility to provide us with a true, accurate and complete mobile number and to maintain and update promptly any changes in this information. You can update your mobile number by calling us at the phone number on the back of your Card.

Indemnification: If you provide telephone number(s) for which you are not the subscriber, or fail to notify us when you cease to be the subscriber for a telephone number you previously gave us, you agree to indemnify us, our subsidiaries, affiliates, officers, agents, servicers, contractors, and other partners and employees for any costs and expenses, including reasonable attorneys' fees, incurred as a result of us contacting or attempting to contact you at the number(s). Your obligation under this paragraph shall survive termination of the Agreement.

Account Closure

Default: You are in default under this Agreement if (1) bankruptcy or another insolvency proceeding is filed by or against you; (2) we reasonably believe you are unable or unwilling to repay us; (3) you die or are legally incompetent or incapacitated; (4) you fail to comply with the terms of this Agreement, including failing to make a required payment when due, exceeding your credit limit or using your Card or Account for an illegal transaction; (5) you give us misleading, false, incomplete or incorrect information or fail to give us any information we deem necessary; or (6) if you no longer permanently reside in one of the 50 states or the District of Columbia. If you are in default, we may declare the entire Account balance immediately due and payable without advance notice.

Collection Costs: If we use an attorney to collect your Account, we may charge you our legal costs as permitted by law. These include reasonable attorneys' fees, court or other collection costs, and fees and costs of any appeal.

Closing Your Account: You may close your Account at any time. You will remain responsible for any amount you owe us under this Agreement. Any joint Cardholder may cancel a joint Account. However, both of you will remain responsible for paying all amounts owed. If your Account is subject to an Annual Fee, the fee will continue to be charged until you pay your outstanding balance in full.

We may cancel, suspend or not renew your Card, Account, or access to the credit line at any time and for any reason without notice. If your Account is closed by us, the Annual Fee will continue to be charged until you pay your outstanding balance in full.

However, when your Account is closed, if there is: (1) a debit balance of \$1 or less, that balance will be rounded to zero and you will not be required to pay this amount; or (2) a credit balance of \$1 or less, that balance will be rounded to zero and this amount will not be refunded to you. The rounding to zero may occur after your closing statement cycles, and you may not receive a statement reflecting the rounding.

Arbitration Agreement

PLEASE READ CAREFULLY—IMPORTANT—AFFECTS YOUR LEGAL RIGHTS

This agreement to arbitrate provides that you or we can require controversies or disputes between us to be resolved by BINDING ARBITRATION. You have the right to REJECT this agreement to arbitrate by using the procedure explained below.

If you do not reject this agreement to arbitrate, you GIVE UP YOUR RIGHT TO GO TO COURT and controversies or disputes between us will be resolved by a NEUTRAL ARBITRATOR INSTEAD OF A JUDGE OR JURY, using rules that are simpler and more limited than in a court. Arbitrator decisions are subject to VERY LIMITED REVIEW BY A COURT. Arbitration will proceed INDIVIDUALLY— CLASS ACTIONS AND SIMILAR PROCEDURES WILL NOT BE AVAILABLE TO YOU.

Agreement to Arbitrate: You and we agree that either you or we may, without the other's consent, require that controversies or disputes between you and us (all of which are called "Claims"), be submitted to mandatory, binding arbitration. This agreement to arbitrate is made pursuant to a transaction involving interstate commerce, and shall be governed by, and enforceable under, the Federal Arbitration Act (the "FAA"), 9 U.S.C. §1 et seq., and (to the extent State law is applicable), the laws of the State of Nevada.

For purposes of this agreement to arbitrate, "you" includes you, any co-applicant, any Authorized User (including Additional Cardholders), or anyone else connected with you or claiming through you; and "we" or "us" includes Credit One Bank, N.A., all of its parents, subsidiaries, affiliates, successors, predecessors, employees, and related persons or entities, and all third parties who are regarded as agents or representatives of us in connection with the subject matter of the claim or dispute at issue.

Covered Claims: Claims subject to arbitration include, but are not limited to, any controversies or disputes arising from or relating in any way to your Account; any transactions involving your Account; any disclosures made to you concerning your Account; any interest, charges, or fees assessed on your Account; any service(s) or programs related to your Account; and, if permitted by the rules of the arbitration forum, any collection of debt related to your Account. Claims also include controversies or disputes arising from or relating in any way to advertising, solicitations, or any application for, approval of, or establishment of your Account. Claims subject to arbitration include any controversies or disputes based on any theory of law, whether contract, tort, statute, regulation, common law, or equity, or whether they seek legal or equitable remedies. All Claims are subject to arbitration whether they arose in the past, may currently exist, or may arise in the future. Arbitration will apply even if your Account is closed, you pay us in full any outstanding debt you owe, or you file for bankruptcy. Also, controversies or disputes about the validity, enforceability, coverage, meaning, or scope of this agreement to arbitrate or any part thereof are subject to arbitration and are for the arbitrator to decide. Any questions about what Claims are subject to arbitration shall be resolved by interpreting this agreement to arbitrate in the broadest way the law will allow it to be enforced.

Claims Not Covered: Claims (whether brought initially or by counter or cross-claim) are not subject to arbitration if they are filed by you or us in a small claims court, so long as the case remains in such court and only individual claims for relief are advanced in the case.

No Class Arbitration or Consolidation or Joinder of Parties: Class actions and other similar procedures in which individuals seek to represent similarly situated individuals or seek relief on behalf of the general public, and consolidation or joinder of Claims (except for claimants on the same account), are NOT available under this agreement to arbitrate. Claims in arbitration will proceed on an INDIVIDUAL basis only:

UNLESS YOU REJECT THIS AGREEMENT TO ARBITRATE, YOU AND WE WAIVE THE RIGHT TO ASSERT OR PARTICIPATE
IN A CLASS ACTION OR ANY REPRESENTATIVE OR CONSOLIDATED PROCEEDING IN COURT OR IN ARBITRATION.

The arbitrator shall have no authority to entertain any Claim as a class action or private attorney general action or on any other similar representative basis, nor shall the arbitrator have any authority to consolidate or join Claims brought by separate claimants (except for claimants on the same account). This also means that the arbitrator shall have no authority to make any award for the benefit of, or against, any person other than the individual who is the named party.[†]

†Notice to California Account Holders: This agreement to arbitrate shall not be construed to prevent you from seeking in the arbitration the remedy of public injunctive relief if (a) you reside in California, (b) you resided in California at the time you entered into this agreement to arbitrate, or (iii) the billing address for your Account is a California address (hereafter, "California Account Holder").

Initiation of Arbitration: The arbitration shall be administered by the American Arbitration Association ("AAA") before a single arbitrator under the AAA's Consumer Arbitration Rules, or by a mutually agreeable administrator, before a single arbitrator, as modified by this arbitration provision. Information about the arbitration process for AAA can be obtained from the AAA at www.adr.org. The arbitrator shall be selected from the AAA (or mutually agreeable administrator) panel of neutrals then active on the roster maintained by the AAA (or mutually agreeable administrator) office located in the city of or nearest to your billing address and, unless otherwise mutually agreed, the arbitrator shall be a retired federal judge, a retired state appellate judge, a retired state trial judge, or a lawyer with at least 15 years of experience in that order of preference.

In the event that the AAA or mutually agreeable administrator is unable or unwilling to handle the Claim for any reason, then the matter shall be arbitrated instead by a neutral arbitrator selected by agreement of the parties (or, if the parties cannot agree, selected by a court in accordance with the FAA).

Arbitration Procedures and Applicable Law; Offer of Settlement: Unlike a lawsuit in state or federal court, arbitration is conducted by a private organization that specializes in alternative dispute resolution. Disputes in arbitration are decided by a neutral arbitrator instead of a judge or jury. You may represent yourself in arbitration, or you may be represented by a lawyer.

Under this agreement to arbitrate, a single arbitrator designated by the arbitration administrator will decide the Claim under applicable law. The arbitrator is bound by the terms of this agreement to arbitrate. The AAA or mutually agreeable administrator will apply its code of procedures in effect at the time the arbitration claim is filed. If there is a conflict between that code of procedures and this arbitration provision and/or any sections of this Card Agreement, this arbitration provision and/or this Card Agreement will control. The arbitrator will honor all claims of privilege recognized by law. Subject to the prohibition on class, representative, and consolidation procedures set forth above, the arbitrator will have the power to award to a party any damages or other relief (including relief in equity) provided for under applicable law. That is, a party will be entitled to recover in arbitration any damages or other relief that it could recover if it prevailed in a court proceeding. An arbitrator's award shall consist of a written statement setting forth the disposition of each Claim. At the request of any party, the arbitrator shall also set forth a written explanation of the essential findings and conclusions on which the award is based. An arbitration award shall decide the rights and obligations only of the parties named in the arbitration, and shall not have any bearing on another person or dispute.

If your Claim is for \$10,000 or less, you may choose whether the arbitration will be conducted solely on the basis of documents, in a telephonic hearing, or in an in-person hearing.

Any in-person hearing will take place in the federal judicial district that includes your billing address at the time the Claim is filed, unless the parties agree to a different place.

The Arbitrator's Decision: The arbitrator's decision will be final and binding on the parties. A party can file a written appeal to the arbitration administrator within thirty (30) days after an award is issued. The appeal will proceed before a panel of three neutral arbitrators designated by the same arbitration administrator. The panel will decide anew all factual and legal issues, following the same rules of procedure, by majority vote any aspect of the original decision objected to. The costs of such an appeal will be borne in accordance with the below paragraph entitled "Fees and Costs". Any review by a court shall be governed by the Federal Arbitration Act. Any final arbitration award will be binding on the named parties and enforceable by any court having jurisdiction.

Fees and Costs: We will pay any costs that are required to be paid by us under the arbitration administrator's rules of procedure. If you file the arbitration, you will pay your share of the initial filing fee, unless you seek and qualify for a fee waiver under the applicable rules of the arbitration administrator. The party filing an appeal shall be responsible for all filing fees and costs of the appeal unless prohibited by administrator's rules of procedure. All parties are responsible for their own attorney's fees, expert fees and any other expenses, unless the arbitrator awards such fees or expenses to you or us if allowed by applicable law.

Other Parties Subject to this Agreement to Arbitrate: In addition to you and us, the rights and duties described in this agreement to arbitrate apply to: any third party co-defendant of a claim subject to this arbitration provision; all joint account holders, Additional Cardholders, and Authorized Users of your Account(s).

How to REJECT this Agreement to Arbitrate: You can reject this agreement to arbitrate but only if we receive from you a written notice of rejection within 45 days after it was first provided to you. To reject this agreement to arbitrate you must send the notice of rejection to: Credit One Bank, Attention: Arbitration Opt Out, P. O. Box 98873, Las Vegas, NV 89193-8873. Rejection notices sent to any other address will not be accepted or effective. If you decide to reject this agreement to arbitrate in writing, your notice must state that you reject this agreement to arbitrate and include your name, address, account number, and personal signature. Rejection of arbitration will not affect your other rights or responsibilities under this Card Agreement.

Survival, Severability, and Amendment of Terms:

Survival. This agreement to arbitrate shall survive changes in the Agreement and termination of the Account or the relationship between you and us, including the bankruptcy of any party and any transfer or sale of your Account, or amounts owed on your Account, to another person or entity.

Severability. If any part or parts of your agreement to arbitrate are declared unenforceable, then such specific part or parts shall be of no force or effect and shall be severed, but the remainder of this agreement to arbitrate shall continue in full force and effect. If, however, the entire agreement to arbitrate or your waiver of the right to bring or participate in a class or representative action or in consolidation procedures is unenforceable, then the agreement to arbitrate shall be of no force or effect. Notwithstanding the preceding sentence, with respect to California Account Holders, if arbitration is unenforceable, in whole or in part, you and we agree to resolve any Claim by a judicial reference proceeding as described above.

Amendment in Writing Only. This agreement to arbitrate may not be amended, severed, or waived, except as expressly provided in the Agreement or in a written agreement between you and us.

Other Information

Transactions in Foreign Currencies: If you make a transaction at a merchant that settles in a currency other than U.S. dollars, Mastercard International Incorporated or Visa Incorporated will convert that charge into a U.S. Dollar amount. That conversion will be done at a rate selected by Mastercard or Visa from the range of rates available in wholesale currency markets for the applicable central processing date, which rate may vary from the rate Mastercard or Visa itself receives, or the government-mandated rate in effect for the applicable central processing date. The currency conversion rate used on the processing date may differ from the rate that would have been used on the purchase date or on the date the transaction is posted to your Account. You agree to pay the converted amount, including any charges for the conversion that may be imposed as described above.

Changes to Your Agreement: The rates, fees and terms of this Agreement may change and we may add or delete any term to this Agreement, consistent with applicable law. We will give you advance written notice of these changes and a right to reject the change, if required by law.

Unauthorized Use: Notify us immediately if your Card is lost or stolen or you suspect that someone is using your Card or Account without your permission.

Assignment: We may assign any or all of our rights and obligations under this Agreement. You may not assign any of your rights or obligations under this Agreement.

No Waiver: We will not lose our rights under this Agreement because we delay or do not enforce them.

Governing Law: This Agreement is governed by and interpreted in accordance with the laws applicable to national banks, and, where no such laws apply, by the laws of the State of Nevada, excluding the conflicts of law provisions thereof, regardless of your state of residence.

Conformance with Law; Severability: If any part of this Agreement conflicts with applicable law, that provision will be considered modified to conform to applicable law. If any part of this Agreement is invalid, the rest shall remain in effect, except as otherwise noted in the Arbitration Provision.

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 the Billing Inquiries address on the statement.

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 \$50.00 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 \$50.00. (Note: Neither of these are necessary if your purchase was based on an advertisement we mailed to you, or if we own or operate 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 the Billing Inquiries address shown on your statement.

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

Cash Back Rewards Program Supplement

This Supplement describes the terms and conditions of the Credit One Cash Back Rewards Program ("Program") and supplements the Card Agreement that governs your credit card account issued by Credit One Bank, N.A. (the "Account"). By using the Account, you agree to participate in the Program. Your participation is subject to the terms of the Card Agreement, including the arbitration provision, if applicable, and this Supplement. In the event of a conflict between the Card Agreement and this Supplement, with respect to matters relating to the Program, this Supplement controls.

Earning Cash Back Rewards: You earn cash back rewards in the form of an automatic statement credit equal to 1% of Net Eligible Purchases (as defined below) made with your Account. You do not earn cash back rewards on Cash Advances, Balance Transfers, interest, fees, and other charges. We will post a statement credit to your Account within seven days after the end of the month based on the Net Eligible Purchases made with your Account from the 27th of the previous month to the 26th of the current month. If your Account is in default, as defined in your Card Agreement, at the time the credit is to be posted, you WILL NOT receive the credit. Cash back rewards have no cash value.

Merchant Categories: Merchants who accept Visa/Mastercard credit cards are assigned a merchant code, which is determined by the merchant or its processor in accordance with Visa/ Mastercard procedures based on the kinds of products and services they primarily sell. We group similar merchant codes into Eligible Purchase categories for purposes of making cash back rewards offers to you. Please note:

- We make every effort to include all relevant merchant codes in our cash back rewards categories. However, even though a merchant or some of the items that it sells may appear to fit within a cash back rewards category, the merchant may not have a merchant code in that category. When this occurs, Purchases with that merchant won't qualify for cash back rewards offers on Purchases in that category.
- Although a merchant or the items that it sells may appear to fit the reward categories, the merchant may not have or use an eligible Code. Purchases made without an eligible code WILL NOT qualify for cash back rewards. A merchant with more than one location may submit Purchases using different codes, including codes that are not eligible under this Program. This means that Purchases from the same merchant at a different location may result in no reward.
- Purchases submitted by you, an authorized user, or the merchant through third-party payment accounts, mobile or wireless card readers, online or mobile digital wallets, or similar technology will not qualify in a cash back rewards category if the technology is not set up to process the purchase in that cash back rewards category.

Eligible Purchases: Eligible Purchases are Purchases from merchants in the following categories:

- gasoline,
- grocery (grocery Purchases do not include Purchases at superstores, at stores that sell groceries and other products like drugstores and convenience stores; or at smaller stores like bakeries, candy, nut or confection stores),
- mobile phone service, and
- internet, cable and satellite TV service.

Purchases That Are Not Eligible: Purchases from the following types of merchants are not eligible for cash back rewards:

- oil, propane, home heating companies,
- PayPal,
- warehouse clubs (including but not limited to Sam's Club and Costco),
- discount supercenters (including but not limited to Wal-Mart and Target).

Net Eligible Purchases: Net Eligible Purchases are Eligible Purchases minus any returns, disputed charges, unauthorized charges, illegal or fraudulent charges or other credits for such Purchases.

Program Restrictions: You will receive an automatic cash back rewards credit on each statement that has at least one Net Eligible Purchase. Automatic statement credits for cash back rewards will reduce the balance on your Account but will not count as payments. You will still be required to pay at least the Minimum Payment Due as shown on your billing statement each month. You WILL NOT earn cash back rewards for Purchases made while your Account is in default as defined within your Card Agreement. This Program excludes Accounts already enrolled in a different Credit One cash back rewards program.

Changes: The Program may be changed (added to, modified or deleted) by us at any time, including without limitation amendments to the definition of Eligible Purchases. We will give you prior notice to the extent required by law. The current version of this Program may be found at www.CreditOneBank.com along with the Card Agreement. Any revisions may affect your ability to earn cash back rewards.

Termination: We may suspend or terminate the Program or your participation in the Program at any time without prior notice. In such event, we will evaluate your Account for any eligible cash back rewards as of the Program termination date. Provided that you meet all of the other Program Restrictions listed above at that time, you will receive a distribution of the cash back rewards earned during the current billing period in the form of a statement credit.

Limited Liability: Unless otherwise required by law, this Program, or our Card Agreement with you, we will not be liable to you or anyone making a claim on your behalf, in connection with: (1) any change or termination of the Program; (2) any loss, damage, expense or inconvenience caused by any occurrence outside of our control; (3) any taxes that you incur as a result of receiving cash back rewards, payment of which taxes will be your responsibility; (4) any merchandise or services you purchase, or for any direct, indirect or consequential damages with respect to the use of your Account. In any event, any liability that Credit One may have to you in connection with the Program shall be limited to the amount of any cash back rewards you have earned in this Program. The Program and cash back rewards are void or limited where prohibited or restricted, respectively, by federal, state or local law.

Pricing Summary

Interest Rates and Interest Charges	
ANNUAL PERCENTAGE RATE (APR) for Purchases	23.99% This APR will vary with the market based on the Prime Rate.
ANNUAL PERCENTAGE RATE (APR) for Balance Transfers	23.99% This APR will vary with the market based on the Prime Rate.
ANNUAL PERCENTAGE RATE (APR) for Cash Advances	23.99% This APR will vary with the market based on the Prime Rate.
Paying Interest	You will be charged interest on Purchases, Balance Transfers and Cash Advances from the posting date.
Minimum Interest Charge	If you are charged interest, the charge will be no less than \$1.00.
For Credit Card Tips from the Consumer Financial Protection Bureau	To learn more about factors to consider when applying for or using a credit card, visit the website of the Consumer Financial Protection Bureau at http:// www.consumerfinance.gov/learnmore .
Fees	
Annual Fee	\$75 for the first year. After that \$99 annually (\$8.25 per month).
Transaction Fees <ul style="list-style-type: none"> • Balance Transfer • Cash Advance • Foreign Transaction 	Either \$5 or 8% of the amount of each Balance Transfer, whichever is greater. Either \$5 or 8% of the amount of each Cash Advance, whichever is greater. Either \$1 or 3% of the amount of each purchase in U.S. dollars, whichever is greater.
Penalty Fees <ul style="list-style-type: none"> • Late Payment • Returned Payment 	Up to \$39* Up to \$39**

How We Will Calculate Your Balance: We use a method called “average daily balance (including new Purchases).” See your Card Agreement for more details.

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

Authorized User Card Fee: If you request a card for an authorized user, we charge an Authorized User Card Fee of \$19 annually. This fee will reduce the amount of your available credit.

***Late Payment Fee:** We will charge the maximum safe harbor amount, which is set annually in accordance with 12 C.F.R 1026.52(b)(1)(ii)(D). Currently the fee is \$28, unless you incurred a Late Payment Fee during the prior six billing cycles. If you did, the fee is currently \$39. This fee will not exceed

the related Minimum Payment that was due. We charge a Late Payment Fee to your Account if at least the Amount Due This Period (less any Late Payment Fee for the current billing cycle) plus any Past Due Amount is not received by 5:00 p.m. PT on the Payment Due Date shown on your statement.

****Returned Payment Fee:** We will charge the maximum safe harbor amount, which is set annually in accordance with 12 C.F.R 1026.52(b)(1)(ii)(D). If a payment is not honored upon first presentment, even if the payment is later honored, a Returned Payment Fee will be charged to your Account. Currently, the fee is \$28, unless you incurred a Returned Payment Fee in the prior six billing cycles. If you did, the fee is currently \$39. This fee will not exceed the related Minimum Payment that was due.

Additional Rate Information: The Purchase, Balance Transfer and Cash Advance APR equals the Prime Rate plus a margin of 20.74%. This corresponds to a monthly periodic rate of 1.99917%.

Minimum Payments: You may pay the entire New Balance shown on your billing statement at any time. Each billing period you must pay at least the Minimum Payment Due by the Payment Due Date shown on your billing statement. The Minimum Payment Due will be the sum of:

- 5% of your outstanding balance, rounded up to the next whole dollar, or \$30, whichever is greater;
- any Late Payment Fee for the current billing cycle;
- and any Past Due Amount (excluding any past due Late Payment Fees).

The Agreement

This Agreement, together with the Pricing Summary, is your contract with us.

Accepting this Agreement: You accept this Agreement when you use the Account. You may still reject this Agreement if you have not yet used the Card, used the Account, or paid a fee after receiving a billing statement. To reject the Agreement, call us at 866-515-5721 or write us at Bank Card Center, P.O. Box 95516, Las Vegas, NV 89193-5516. If you reject the Agreement, you are not responsible for any fees or charges.

Arbitration: This Agreement includes an Arbitration Provision with class action and jury trial waivers. You can reject the Arbitration Provision. See "How to REJECT this agreement to arbitrate" in the Arbitration section. If you do not, it will be part of this Agreement.

Promise to Pay: You agree to pay us for all amounts due on your Account, including credit for Purchases, Balance Transfers, and Cash Advances, as well as interest charges and fees. This includes charges made by Additional Cardholders and other Authorized Users.

Definitions

Account means the Credit One Bank card account under this Agreement.

Authorized User means any person you allow to use your Account or Card, including Additional Cardholders. If the Authorized User has been issued a Card and you want to terminate the Authorized User, you must notify us by telephone or in writing.

Balance Transfer means a transaction we designate that allows you to use your Account to pay another creditor or yourself. Balance Transfers cannot be used to pay us or our affiliates. A Balance Transfer will be subject to the terms of the Balance Transfer offer and this Agreement.

Card refers to one or more cards or access devices, including your Account number, that we give you or someone else with your authorization to get credit under this Agreement.

Cardholder refers to each person with a card issued in their name.

Cash Advance means the use of your Account to obtain funds at a financial institution or the use of a Convenience Check.

Convenience Check means a check we issue to you to take a Cash Advance. You may not use these checks to pay us or our affiliates.

Purchase means the use of the Account to obtain goods or services.

Prime Rate means the highest U.S. Prime Rate in the Money Rates section of The Wall Street Journal on the 25th day of the month, or the next day if that day is not a publication day. If The Wall Street Journal does not publish the U.S. Prime Rate, we may substitute another index.

we, us, our, and **Credit One Bank** refer to Credit One Bank, N.A., the issuer of your Card.

you, and **your** refer to each person who has applied for the Account and where appropriate, the Authorized User.

Features and Use of Your Account

Using Your Card: You may make Purchases wherever the Card is accepted. You may use the Account to obtain Cash Advances, but you may not make more than two Cash Advance transactions per day and you may not obtain more than \$200 in Cash Advances per day. You may use the Account only for personal, family, or household purposes, and if your Account is used for any other purpose you are still responsible for such use. You may not use the Account for business or commercial purposes. The Account may not be used for online or internet gambling or illegal purposes.

Your Credit Limit: We will tell you your credit limit. Keep your Account balance below your credit limit. If you do not, you must still pay us. We may designate part of your credit limit as a Cash Advance limit and part as a Balance Transfer limit. We may change your credit limit(s) at any time, without notice. You may use a portion of your credit limit for Cash Advances and Balance Transfers. Each Purchase, Cash Advance, and Balance Transfer obtained will reduce the amount of available credit under your credit limit until it is repaid. We may delay increasing your available credit by the amount of any payment that we receive for up to 12 calendar days.

Credit Limit Increase: To request a credit limit increase contact the Customer Service number on your statement. We may impose a fee for processing the request.

Credit Authorizations: We may decline to authorize a transaction for any reason. We will not be liable to you if we decline a transaction or if anyone refuses any use of your Card.

Automatic Billing: You may set up automatic billing with a merchant. You authorize us to provide an updated Account number or Card expiration date to any merchant at our discretion. Contact the merchant to stop automatic billing.

Joint Accounts: If this is a joint account, each of you is responsible individually and together for all amounts owed. Each of you is responsible even if the Account is used by only one of you. You will continue to be liable for the entire balance of the Account, even if your co-applicant is ordered by a court to pay us. You will remain liable to us if your co-applicant fails to pay as ordered by the court. Your Account status will continue to be reported to the credit reporting agencies under each of your names. The delivery of notices or billing statements to either of you serves as delivery to each of you. We may rely on instructions given by either of you. We are not liable to either of you for relying upon such instructions.

Electronic Access: Applications (apps) on electronic devices (such as mobile wallets) can store your Card and can be used to get credit under this Agreement. Such transactions are covered by this Agreement. Apps may have separate terms of use. We are not responsible if you violate those terms or for any consequences from violating those terms.

Additional Cardholder: At your request, we may, at our discretion, issue, in the name of another person, an additional Card on your Account. That person is an Additional Cardholder, as well as an Authorized User. An Additional Cardholder has access to certain Account information including balance, available credit and payment information. If you advise us that the Additional Cardholder is your spouse, information regarding the Account will be provided to consumer reporting agencies in your name as well as in the name of the Additional Cardholder. By requesting that we add an Additional Cardholder to your Account, you represent that you (1) have the consent of the Additional Cardholder to be added to the Account, (2) have provided a copy of this Agreement to the Additional Cardholder, and (3) if the Additional Cardholder is your spouse, you have told the Additional Cardholder that Credit One Bank will furnish credit information about them to the credit reporting agencies in connection with the Account. The Additional Cardholder may report the Card lost or stolen and may remove him or herself from the Account.

Interest Rates and Interest Changes

Annual Percentage Rates (APRs): See the Pricing Summary for your APRs. The APR for Balance Transfers will be the same as the APR for standard Purchases, unless a promotional rate applies.

Variable Rates: Your Pricing Summary indicates whether you have any variable APRs. Variable APRs are determined by adding to the Prime Rate the number of percentage points ("margin") specified in the Pricing Summary. Variable APRs will increase or decrease when the Prime Rate changes. The APR change will take effect beginning with billing cycles that end on or after the first day of the month after the month in which the Prime Rate changes. An increase in the APR will increase your interest charges and may increase your Minimum Payment Due.

Average Daily Balance Method (including new transactions): We calculate interest each billing cycle by first figuring the "average daily balance" for each type of balance. Standard Purchases, standard Cash Advances, standard Balance Transfers, and each promotional offer, are all types of balances.

For each type of balance, for each billing cycle, we start with the balance on the last day of your previous billing cycle. We subtract any unpaid interest. This is the beginning balance each day. Each day of the billing cycle we subtract any new payments and credits applied to that type of balance. We add any new transactions and fees for that type of balance. We add Purchases, Cash Advances, and Balance Transfers on the post date. We add

transaction fees on promotional rate and non-promotional rate Balance Transfers to the same type of balance as the transaction. We add all other fees to the standard Purchase balance. This gives us the daily balance for that type of balance, except that if the daily balance is negative, we treat it as zero. We then add up all of the daily balances and divide by the number of days in the billing cycle. This gives us the "average daily balance" for that type of balance. We multiply the average daily balance by the applicable monthly periodic rate (the APR divided by 12). This gives us the interest charged for that type of balance for that billing cycle. This interest is included in the Account balance on the last day of the billing cycle. The results for all types of balances are then added together to determine the total interest charged that billing cycle.

When Interest Begins: We begin to impose interest on a transaction or fee from the day we add it to the daily balance. We continue to impose interest until you pay the total amount you owe us. There is no grace period and you cannot avoid paying interest on Purchases, Balance Transfers or Cash Advances.

Fees

See the Pricing Summary for additional Fee information.

Annual Fee: If your Account is subject to an Annual Fee, the amount and when it is billed is shown on the Pricing Summary. The Annual Fee is billed to the Account until the Account is closed and the outstanding balance is paid in full. The Annual Fee is refundable as long as you cancel your Account and have not used your card for any Purchases, Cash Advances, or Balance Transfers and you have not made a payment.

Credit Limit Increase Fee: If a fee is imposed for processing a Credit Limit increase request, we will tell you the amount of the fee at the time of your request and before you agree to it.

Transaction Fee for Balance Transfers: The transaction fee for Balance Transfers will be the same as the transaction fee for Cash Advances, unless a promotional fee applies.

Foreign Transaction Fee: We add this fee for each purchase made outside the U.S. (A purchase is made outside the U.S. unless it is made with a U.S. merchant, processed completely in the U.S., and in U.S. dollars.) The fee is a percentage of the U.S. dollar amount of the purchase.

Optional Express Payment Service Fee: If a representative of ours helps expedite your payment, we may impose an Express Payment fee. You will be informed of the amount of the fee before you complete the transaction.

Duplicate Statement Fee: If you request a duplicate copy of a monthly statement, for any purpose other than to assert a billing error, you will be charged a fee of up to \$10 for each statement copy requested.

Sales Slip Request Fee: If you request a copy of a sales slip, for any purpose other than to resolve a dispute about the charges on your Account, you will be charged a fee of \$6 for each sales slip copy requested.

Replacement Card Fee: If you request a replacement card, a Replacement Card Fee of up to \$25 may be charged to your Account.

Payments

Minimum Payment Due: See the Pricing Summary for the minimum payment requirements.

Small Balances: As it is uneconomical for both you and us to process payments or maintain credits that are \$1 or less in amount, you agree as follows: (1) In any billing cycle in which you have had no transactions and your New Balance on the billing date is \$1 or less, the balance will be rounded to zero and you will not receive a bill for this amount. (2) In the event that you have a credit balance of \$1 or less for two consecutive billing cycles, the balance will be rounded to zero and you will not receive a refund of this amount.

Payment Instructions: You must pay us in U.S. dollars, in funds on deposit in the U.S. We credit your payments in accordance with the terms contained on your billing statement. If you mail your payment to an address other than the address designated on your billing statement, there may be a delay in processing and crediting the payment to your Account.

Irregular Payments: Any payment submitted in offer of settlement of a disputed debt, including any item containing a notation such as "paid in full," and any other item with a restrictive endorsement, must be sent to: Credit One Bank, P.O. Box 95516, Las Vegas, NV 89193-5516. We can accept late payments, partial payments, and checks or other items with restrictive endorsements at any other address without losing any of our rights under this Agreement.

Postdated Checks: You agree that we need not examine any payment check to confirm that it is not postdated and that we may deposit any postdated check on the day we receive it.

Payment Allocation: We apply payments up to the Minimum Payment Due and credits at our discretion, which may result in balances at lower APRs being paid first and higher interest charges. Payments over the Minimum Payment Due will be applied to balances with higher APRs first.

Collecting, Sharing, and Updating Information

Customer Privacy: We send you our Privacy Policy when you open your Account and thereafter in accordance with applicable law. It summarizes the personal information we collect; how we safeguard its confidentiality and security; when it may be shared with others; and how you can limit our sharing of this information. You accept the terms of our Privacy Policy when you use the Account. Contact us or visit CreditOne.com if you would like a copy.

Information About You: You authorize us to obtain and/or use information about you from third parties and credit reporting agencies to: (1) verify your identity and/or conduct investigative inquiries; (2) determine your income and credit eligibility; (3) review your Account and provide renewal of credit; (4) verify your current credit standing in order to present future credit limit increases or decreases; (5) qualify you for and present additional lines of credit or other offers; and (6) collect amounts owing on your Account. Upon request, we will tell you the name and address of any credit reporting agency that provided us with information concerning you.

Furnishing Information: We may furnish information concerning your Account or credit file to consumer reporting agencies and others who may properly receive that information. If you believe that information we furnished is inaccurate or incomplete, please write us at Credit One Bank, P. O. Box 98873, Las Vegas, NV 89193-8873. Please include your name, address, home phone number and Account number.

Telephone Calls, Text Messages and Emails Regarding Your Account: You are providing express written permission and consent authorizing Credit One Bank and our agents, servicers, contractors, subsidiaries, affiliates, officers, and other partners and employees to contact you at any phone number (including mobile, cellular/wireless, or similar devices) or email address you provide at any time, for any lawful purpose. The ways in which we may contact you include live operator, automatic telephone dialing systems (auto-dialer), prerecorded and artificial voice message, text/SMS message or email. Phone numbers and email addresses you provide include those you give to us, those from which you, or someone acting on your behalf, contact us or which we obtain through other means. If you provide a phone number for which you are not the owner, you confirm you are authorized to provide that number. Such lawful purposes include, but are not limited to: obtaining information; activation of the card for verification and identification purposes; account transactions or servicing related matters; suspected fraud or identity theft; collection on the Account; and providing information about special products and services. You agree to pay any fee(s) or charge(s) that you may incur for incoming communications from us or outgoing communications to us, to or from any such number or email address, without reimbursement from us.

Communication Revocation: You may revoke your authorization for most communications. However, you cannot revoke authorization for fraud related communications or legally required communications. To change your communication preferences or to revoke consent you must write us. Please:

- include your name, mailing address, and the last four digits of your Account number;
- specify whether you are changing your preferences regarding mail, telephone calls, emails, and/or text or SMS messages;
- provide the specific phone number(s) and/or email address for which you are requesting communications to cease;
- send this written notice to: Credit One Bank, P.O. Box 98873, Las Vegas, NV 89193-8873.

Certain communication preferences can be changed on-line. Please log in to your Account to see if that option is available.

Telephone Monitoring: You agree that we (and our servicers, agents and contractors) may monitor and record any calls between you and us.

Updating Your Phone Number: Notify us immediately if you change mobile or cell phone numbers or plan to give your phone to someone else. It is your responsibility to provide us with a true, accurate and complete mobile number and to maintain and update promptly any changes in this information. You can update your mobile number by calling us at the phone number on the back of your Card.

Indemnification: If you provide telephone number(s) for which you are not the subscriber, or fail to notify us when you cease to be the subscriber for a telephone number you previously gave us, you agree to indemnify us, our subsidiaries, affiliates, officers, agents, servicers, contractors, and other partners and employees for any costs and expenses, including reasonable attorneys' fees, incurred as a result of us contacting or attempting to contact you at the number(s). Your obligation under this paragraph shall survive termination of the Agreement.

Account Closure

Default: You are in default under this Agreement if (1) bankruptcy or another insolvency proceeding is filed by or against you; (2) we reasonably believe you are unable or unwilling to repay us; (3) you die or are legally incompetent or incapacitated; (4) you fail to comply with the terms of this Agreement, including failing to make a required payment when due, exceeding your credit limit or using your Card or Account for an illegal transaction;

(5) you give us misleading, false, incomplete or incorrect information or fail to give us any information we deem necessary; or (6) if you no longer permanently reside in one of the 50 states or the District of Columbia. If you are in default, we may declare the entire Account balance immediately due and payable without advance notice.

Collection Costs: If we use an attorney to collect your Account, we may charge you our legal costs as permitted by law. These include reasonable attorneys' fees, court or other collection costs, and fees and costs of any appeal.

Closing Your Account: You may close your Account at any time. You will remain responsible for any amount you owe us under this Agreement. Any joint Cardholder may cancel a joint Account. However, both of you will remain responsible for paying all amounts owed. If your Account is subject to an Annual Fee, the fee will continue to be charged until you pay your outstanding balance in full.

We may cancel, suspend or not renew your Card, Account, or access to the credit line at any time and for any reason without notice. If your Account is closed by us, the Annual Fee will continue to be charged until you pay your outstanding balance in full.

However, when your Account is closed, if there is: (1) a debit balance of \$1 or less, that balance will be rounded to zero and you will not be required to pay this amount; or (2) a credit balance of \$1 or less, that balance will be rounded to zero and this amount will not be refunded to you. The rounding to zero may occur after your closing statement cycles, and you may not receive a statement reflecting the rounding.

Arbitration Agreement

PLEASE READ CAREFULLY—IMPORTANT—AFFECTS YOUR LEGAL RIGHTS

This agreement to arbitrate provides that you or we can require controversies or disputes between us to be resolved by BINDING ARBITRATION. You have the right to REJECT this agreement to arbitrate by using the procedure explained below.

If you do not reject this agreement to arbitrate, you GIVE UP YOUR RIGHT TO GO TO COURT and controversies or disputes between us will be resolved by a NEUTRAL ARBITRATOR INSTEAD OF A JUDGE OR JURY, using rules that are simpler and more limited than in a court. Arbitrator decisions are subject to VERY LIMITED REVIEW BY A COURT. Arbitration will proceed INDIVIDUALLY— CLASS ACTIONS AND SIMILAR PROCEDURES WILL NOT BE AVAILABLE TO YOU.

Agreement to Arbitrate: You and we agree that either you or we may, without the other's consent, require that controversies or disputes between you and us (all of which are called "Claims"), be submitted to mandatory, binding arbitration. This agreement to arbitrate is made pursuant to a transaction involving interstate commerce, and shall be governed by, and enforceable under, the Federal Arbitration Act (the "FAA"), 9 U.S.C. §1 et seq., and (to the extent State law is applicable), the laws of the State of Nevada.

For purposes of this agreement to arbitrate, "you" includes you, any co-applicant, any Authorized User (including Additional Cardholders), or anyone else connected with you or claiming through you; and "we" or "us" includes Credit One Bank, N.A., all of its parents, subsidiaries, affiliates, successors, predecessors, employees, and related persons or entities, and all third parties who are regarded as agents or representatives of us in connection with the subject matter of the claim or dispute at issue.

Covered Claims: Claims subject to arbitration include, but are not limited to, any controversies or disputes arising from or relating in any way to your Account; any transactions involving your Account; any disclosures made to you concerning your Account; any interest, charges, or fees assessed on your Account; any service(s) or programs related to your Account; and, if permitted by the rules of the arbitration forum, any collection of debt related to your Account. Claims also include controversies or disputes arising from or relating in any way to advertising, solicitations, or any application for, approval of, or establishment of your Account. Claims subject to arbitration include any controversies or disputes based on any theory of law, whether contract, tort, statute, regulation, common law, or equity, or whether they seek legal or equitable remedies. All Claims are subject to arbitration whether they arose in the past, may currently exist, or may arise in the future. Arbitration will apply even if your Account is closed, you pay us in full any outstanding debt you owe, or you file for bankruptcy. Also, controversies or disputes about the validity, enforceability, coverage, meaning, or scope of this agreement to arbitrate or any part thereof are subject to arbitration and are for the arbitrator to decide. Any questions about what Claims are subject to arbitration shall be resolved by interpreting this agreement to arbitrate in the broadest way the law will allow it to be enforced.

Claims Not Covered: Claims (whether brought initially or by counter or cross-claim) are not subject to arbitration if they are filed by you or us in a small claims court, so long as the case remains in such court and only individual claims for relief are advanced in the case.

No Class Arbitration or Consolidation or Joinder of Parties: Class actions and other similar procedures in which individuals seek to represent similarly situated individuals or seek relief on behalf of the general public, and consolidation or joinder of Claims (except for claimants on the same account), are NOT available under this agreement to arbitrate. Claims in arbitration will proceed on an INDIVIDUAL basis only:

UNLESS YOU REJECT THIS AGREEMENT TO ARBITRATE, YOU AND WE WAIVE THE RIGHT TO ASSERT OR PARTICIPATE IN A CLASS ACTION OR ANY REPRESENTATIVE OR CONSOLIDATED PROCEEDING IN COURT OR IN ARBITRATION.

The arbitrator shall have no authority to entertain any Claim as a class action or private attorney general action or on any other similar representative basis, nor shall the arbitrator have any authority to consolidate or join Claims brought by separate claimants (except for claimants on the same account). This also means that the arbitrator shall have no authority to make any award for the benefit of, or against, any person other than the individual who is the named party.[†]

†Notice to California Account Holders: This agreement to arbitrate shall not be construed to prevent you from seeking in the arbitration the remedy of public injunctive relief if (a) you reside in California, (b) you resided in California at the time you entered into this agreement to arbitrate, or (iii) the billing address for your Account is a California address (hereafter, "California Account Holder").

Initiation of Arbitration: The arbitration shall be administered by the American Arbitration Association ("AAA") before a single arbitrator under the AAA's Consumer Arbitration Rules, or by a mutually agreeable administrator, before a single arbitrator, as modified by this arbitration provision. Information about the arbitration process for AAA can be obtained from the AAA at www.adr.org. The arbitrator shall be selected from the AAA (or mutually agreeable administrator) panel of neutrals then active on the roster maintained by the AAA (or mutually agreeable administrator) office located in the city of or nearest to your billing address and, unless otherwise mutually agreed, the arbitrator shall be a retired federal judge, a retired state appellate judge, a retired state trial judge, or a lawyer with at least 15 years of experience in that order of preference.

In the event that the AAA or mutually agreeable administrator is unable or unwilling to handle the Claim for any reason, then the matter shall be arbitrated instead by a neutral arbitrator selected by agreement of the parties (or, if the parties cannot agree, selected by a court in accordance with the FAA).

Arbitration Procedures and Applicable Law; Offer of Settlement: Unlike a lawsuit in state or federal court, arbitration is conducted by a private organization that specializes in alternative dispute resolution. Disputes in arbitration are decided by a neutral arbitrator instead of a judge or jury. You may represent yourself in arbitration, or you may be represented by a lawyer.

Under this agreement to arbitrate, a single arbitrator designated by the arbitration administrator will decide the Claim under applicable law. The arbitrator is bound by the terms of this agreement to arbitrate. The AAA or mutually agreeable administrator will apply its code of procedures in effect at the time the arbitration claim is filed. If there is a conflict between that code of procedures and this arbitration provision and/or any sections of this Card Agreement, this arbitration provision and/or this Card Agreement will control. The arbitrator will honor all claims of privilege recognized by law. Subject to the prohibition on class, representative, and consolidation procedures set forth above, the arbitrator will have the power to award to a party any damages or other relief (including relief in equity) provided for under applicable law. That is, a party will be entitled to recover in arbitration any damages or other relief that it could recover if it prevailed in a court proceeding. An arbitrator's award shall consist of a written statement setting forth the disposition of each Claim. At the request of any party, the arbitrator shall also set forth a written explanation of the essential findings and conclusions on which the award is based. An arbitration award shall decide the rights and obligations only of the parties named in the arbitration, and shall not have any bearing on another person or dispute.

If your Claim is for \$10,000 or less, you may choose whether the arbitration will be conducted solely on the basis of documents, in a telephonic hearing, or in an in-person hearing.

Any in-person hearing will take place in the federal judicial district that includes your billing address at the time the Claim is filed, unless the parties agree to a different place.

The Arbitrator's Decision: The arbitrator's decision will be final and binding on the parties. A party can file a written appeal to the arbitration administrator within thirty (30) days after an award is issued. The appeal will proceed before a panel of three neutral arbitrators designated by the same arbitration administrator. The panel will decide anew all factual and legal issues, following the same rules of procedure, by majority vote any aspect of the original decision objected to. The costs of such an appeal will be borne in accordance with the below paragraph entitled "Fees and Costs". Any review by a court shall be governed by the Federal Arbitration Act. Any final arbitration award will be binding on the named parties and enforceable by any court having jurisdiction.

Fees and Costs: We will pay any costs that are required to be paid by us under the arbitration administrator's rules of procedure. If you file the arbitration, you will pay your share of the initial filing fee, unless you seek and qualify for a fee waiver under the applicable rules of the arbitration administrator. The party filing an appeal shall be responsible for all filing fees and costs of the appeal unless prohibited by administrator's rules of procedure. All parties are responsible for their own attorney's fees, expert fees and any other expenses, unless the arbitrator awards such fees or expenses to you or us if allowed by applicable law.

Other Parties Subject to this Agreement to Arbitrate: In addition to you and us, the rights and duties described in this agreement to arbitrate apply to: any third party co-defendant of a claim subject to this arbitration provision; all joint account holders, Additional Cardholders, and Authorized Users of your Account(s).

How to REJECT this Agreement to Arbitrate: You can reject this agreement to arbitrate but only if we receive from you a written notice of rejection within 45 days after it was first provided to you. To reject this agreement to arbitrate you must send the notice of rejection to: Credit One Bank, Attention: Arbitration Opt Out, P. O. Box 98873, Las Vegas, NV 89193-8873. Rejection notices sent to any other address will not be accepted or effective. If you decide to reject this agreement to arbitrate in writing, your notice must state that you reject this agreement to arbitrate and include your name, address, account number, and personal signature. Rejection of arbitration will not affect your other rights or responsibilities under this Card Agreement.

Survival, Severability, and Amendment of Terms:

Survival. This agreement to arbitrate shall survive changes in the Agreement and termination of the Account or the relationship between you and us, including the bankruptcy of any party and any transfer or sale of your Account, or amounts owed on your Account, to another person or entity.

Severability. If any part or parts of your agreement to arbitrate are declared unenforceable, then such specific part or parts shall be of no force or effect and shall be severed, but the remainder of this agreement to arbitrate shall continue in full force and effect. If, however, the entire agreement to arbitrate or your waiver of the right to bring or participate in a class or representative action or in consolidation procedures is unenforceable, then the agreement to arbitrate shall be of no force or effect. Notwithstanding the preceding sentence, with respect to California Account Holders, if arbitration is unenforceable, in whole or in part, you and we agree to resolve any Claim by a judicial reference proceeding as described above.

Amendment in Writing Only. This agreement to arbitrate may not be amended, severed, or waived, except as expressly provided in the Agreement or in a written agreement between you and us.

Other Information

Transactions in Foreign Currencies: If you make a transaction at a merchant that settles in a currency other than U.S. dollars, Mastercard International Incorporated or Visa Incorporated will convert that charge into a U.S. Dollar amount. That conversion will be done at a rate selected by Mastercard or Visa from the range of rates available in wholesale currency markets for the applicable central processing date, which rate may vary from the rate Mastercard or Visa itself receives, or the government-mandated rate in effect for the applicable central processing date. The currency conversion rate used on the processing date may differ from the rate that would have been used on the purchase date or on the date the transaction is posted to your Account. You agree to pay the converted amount, including any charges for the conversion that may be imposed as described above.

Changes to Your Agreement: The rates, fees and terms of this Agreement may change and we may add or delete any term to this Agreement, consistent with applicable law. We will give you advance written notice of these changes and a right to reject the change, if required by law.

Unauthorized Use: Notify us immediately if your Card is lost or stolen or you suspect that someone is using your Card or Account without your permission.

Assignment: We may assign any or all of our rights and obligations under this Agreement. You may not assign any of your rights or obligations under this Agreement.

No Waiver: We will not lose our rights under this Agreement because we delay or do not enforce them.

Governing Law: This Agreement is governed by and interpreted in accordance with the laws applicable to national banks, and, where no such laws apply, by the laws of the State of Nevada, excluding the conflicts of law provisions thereof, regardless of your state of residence.

Conformance with Law; Severability: If any part of this Agreement conflicts with applicable law, that provision will be considered modified to conform to applicable law. If any part of this Agreement is invalid, the rest shall remain in effect, except as otherwise noted in the Arbitration Provision.

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 the Billing Inquiries address on the statement.

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 \$50.00 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 \$50.00. (Note: Neither of these are necessary if your purchase was based on an advertisement we mailed to you, or if we own or operate 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 the Billing Inquiries address shown on your statement.

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

Cash Back Rewards Program Supplement

This Supplement describes the terms and conditions of the Credit One Cash Back Rewards Program ("Program") and supplements the Card Agreement that governs your credit card account issued by Credit One Bank, N.A. (the "Account"). By using the Account, you agree to participate in the Program. Your participation is subject to the terms of the Card Agreement, including the arbitration provision, if applicable, and this Supplement. In the event of a conflict between the Card Agreement and this Supplement, with respect to matters relating to the Program, this Supplement controls.

Earning Cash Back Rewards: You earn cash back rewards in the form of an automatic statement credit equal to 1% of Net Eligible Purchases (as defined below) made with your Account. You do not earn cash back rewards on Cash Advances, Balance Transfers, interest, fees, and other charges. We will post a statement credit to your Account within seven days after the end of the month based on the Net Eligible Purchases made with your Account from the 27th of the previous month to the 26th of the current month. If your Account is in default, as defined in your Card Agreement, at the time the credit is to be posted, you WILL NOT receive the credit. Cash back rewards have no cash value.

Merchant Categories: Merchants who accept Visa/Mastercard credit cards are assigned a merchant code, which is determined by the merchant or its processor in accordance with Visa/ Mastercard procedures based on the kinds of products and services they primarily sell. We group similar merchant codes into Eligible Purchase categories for purposes of making cash back rewards offers to you. Please note:

- We make every effort to include all relevant merchant codes in our cash back rewards categories. However, even though a merchant or some of the items that it sells may appear to fit within a cash back rewards category, the merchant may not have a merchant code in that category. When this occurs, Purchases with that merchant won't qualify for cash back rewards offers on Purchases in that category.
- Although a merchant or the items that it sells may appear to fit the reward categories, the merchant may not have or use an eligible Code. Purchases made without an eligible code WILL NOT qualify for cash back rewards. A merchant with more than one location may submit Purchases using different codes, including codes that are not eligible under this Program. This means that Purchases from the same merchant at a different location may result in no reward.
- Purchases submitted by you, an authorized user, or the merchant through third-party payment accounts, mobile or wireless card readers, online or mobile digital wallets, or similar technology will not qualify in a cash back rewards category if the technology is not set up to process the purchase in that cash back rewards category.

Eligible Purchases: Eligible Purchases are Purchases from merchants in the following categories:

- gasoline,
- grocery (grocery Purchases do not include Purchases at superstores, at stores that sell groceries and other products like drugstores and convenience stores; or at smaller stores like bakeries, candy, nut or confection stores),
- mobile phone service, and
- internet, cable and satellite TV service.

Purchases That Are Not Eligible: Purchases from the following types of merchants are not eligible for cash back rewards:

- oil, propane, home heating companies,
- PayPal,
- warehouse clubs (including but not limited to Sam's Club and Costco),
- discount supercenters (including but not limited to Wal-Mart and Target).

Net Eligible Purchases: Net Eligible Purchases are Eligible Purchases minus any returns, disputed charges, unauthorized charges, illegal or fraudulent charges or other credits for such Purchases.

Program Restrictions: You will receive an automatic cash back rewards credit on each statement that has at least one Net Eligible Purchase. Automatic statement credits for cash back rewards will reduce the balance on your Account but will not count as payments. You will still be required to pay at least the Minimum Payment Due as shown on your billing statement each month. You WILL NOT earn cash back rewards for Purchases made while your Account is in default as defined within your Card Agreement. This Program excludes Accounts already enrolled in a different Credit One cash back rewards program.

Changes: The Program may be changed (added to, modified or deleted) by us at any time, including without limitation amendments to the definition of Eligible Purchases. We will give you prior notice to the extent required by law. The current version of this Program may be found at www.CreditOneBank.com along with the Card Agreement. Any revisions may affect your ability to earn cash back rewards.

Termination: We may suspend or terminate the Program or your participation in the Program at any time without prior notice. In such event, we will evaluate your Account for any eligible cash back rewards as of the Program termination date. Provided that you meet all of the other Program Restrictions listed above at that time, you will receive a distribution of the cash back rewards earned during the current billing period in the form of a statement credit.

Limited Liability: Unless otherwise required by law, this Program, or our Card Agreement with you, we will not be liable to you or anyone making a claim on your behalf, in connection with: (1) any change or termination of the Program; (2) any loss, damage, expense or inconvenience caused by any occurrence outside of our control; (3) any taxes that you incur as a result of receiving cash back rewards, payment of which taxes will be your responsibility; (4) any merchandise or services you purchase, or for any direct, indirect or consequential damages with respect to the use of your Account. In any event, any liability that Credit One may have to you in connection with the Program shall be limited to the amount of any cash back rewards you have earned in this Program. The Program and cash back rewards are void or limited where prohibited or restricted, respectively, by federal, state or local law.

Pricing Summary

Interest Rates and Interest Charges	
ANNUAL PERCENTAGE RATE (APR) for Purchases	17.99% This APR will vary with the market based on the Prime Rate.
ANNUAL PERCENTAGE RATE (APR) for Balance Transfers	17.99% This APR will vary with the market based on the Prime Rate.
ANNUAL PERCENTAGE RATE (APR) for Cash Advances	23.99% This APR will vary with the market based on the Prime Rate.
Paying Interest	Your due date is at least 24 days after the close of each billing cycle. We will not charge you any interest on Purchases if you pay your entire balance by the due date each month. We will begin charging interest on Cash Advances and Balance Transfers from the posting date.
Minimum Interest Charge	If you are charged interest, the charge will be no less than \$1.00.
For Credit Card Tips from the Consumer Financial Protection Bureau	To learn more about factors to consider when applying for or using a credit card, visit the website of the Consumer Financial Protection Bureau at http:// www.consumerfinance.gov/learnmore .
Fees	
Annual Fee	\$0
Transaction Fees • Balance Transfer • Cash Advance • Foreign Transaction	Either \$10 or 5% of the amount of each Balance Transfer, whichever is greater. Either \$10 or 5% of the amount of each Cash Advance, whichever is greater. Either \$1 or 3% of the amount of each purchase in U.S. dollars, whichever is greater.
Penalty Fees • Late Payment • Returned Payment	Up to \$39* Up to \$39**

How We Will Calculate Your Balance: We use a method called “average daily balance (including new Purchases).” See your Card Agreement for more details.

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

***Late Payment Fee:** We will charge the maximum safe harbor amount, which is set annually in accordance with 12 C.F.R 1026.52(b)(1)(ii)(D). Currently the fee is \$28, unless you incurred a Late Payment Fee during the prior six billing cycles. If you did, the fee is currently \$39. This fee will not exceed the related Minimum Payment that was due. We charge a Late Payment Fee to your Account if at least the Amount Due This Period (less any Late Payment Fee for the current billing cycle) plus any Past Due Amount is not received by 5:00 p.m. PT on the Payment Due Date shown on your statement.

****Returned Payment Fee:** We will charge the maximum safe harbor amount, which is set annually in accordance with 12 C.F.R 1026.52(b)(1)(ii)(D). If a payment is not honored upon first presentment, even if the payment is later honored, a Returned Payment Fee will be charged to your Account. Currently, the fee is \$28, unless you incurred a Returned Payment Fee in the prior six billing cycles. If you did, the fee is currently \$39. This fee will not exceed the related Minimum Payment that was due.

Additional Rate Information: The Purchase and Balance Transfer APR equals the Prime Rate plus a margin of 14.74%. This corresponds to a monthly periodic rate of 1.49917%. The Cash Advance APR equals the Prime Rate plus a margin of 20.74%. This corresponds to a monthly periodic rate of 1.99917%.

Minimum Payments: You may pay the entire New Balance shown on your billing statement at any time. Each billing period you must pay at least the Minimum Payment Due by the Payment Due Date shown on your billing statement. The Minimum Payment Due will be the sum of:

- 3.5% of your outstanding balance, rounded up to the next whole dollar, or \$30, whichever is greater;
- any Late Payment Fee for the current billing cycle;
- and any Past Due Amount (excluding any past due Late Payment Fees).

The Agreement

This Agreement, together with the Pricing Summary, is your contract with us.

Accepting this Agreement: You accept this Agreement when you use the Account. You may still reject this Agreement if you have not yet used the Card, used the Account, or paid a fee after receiving a billing statement. To reject the Agreement, call us at 866-515-5721 or write us at Bank Card Center, P.O. Box 95516, Las Vegas, NV 89193-5516. If you reject the Agreement, you are not responsible for any fees or charges.

Arbitration: This Agreement includes an Arbitration Provision with class action and jury trial waivers. You can reject the Arbitration Provision. See "How to REJECT this agreement to arbitrate" in the Arbitration section. If you do not, it will be part of this Agreement.

Promise to Pay: You agree to pay us for all amounts due on your Account, including credit for Purchases, Balance Transfers, and Cash Advances, as well as interest charges and fees. This includes charges made by Additional Cardholders and other Authorized Users.

Definitions

Account means the Credit One Bank card account under this Agreement.

Authorized User means any person you allow to use your Account or Card, including Additional Cardholders. If the Authorized User has been issued a Card and you want to terminate the Authorized User, you must notify us by telephone or in writing.

Balance Transfer means a transaction we designate that allows you to use your Account to pay another creditor or yourself. Balance Transfers cannot be used to pay us or our affiliates. A Balance Transfer will be subject to the terms of the Balance Transfer offer and this Agreement.

Card refers to one or more cards or access devices, including your Account number, that we give you or someone else with your authorization to get credit under this Agreement.

Cardholder refers to each person with a card issued in their name.

Cash Advance means the use of your Account to obtain funds at a financial institution or the use of a Convenience Check.

Convenience Check means a check we issue to you to take a Cash Advance. You may not use these checks to pay us or our affiliates.

Purchase means the use of the Account to obtain goods or services.

Prime Rate means the highest U.S. Prime Rate in the Money Rates section of The Wall Street Journal on the 25th day of the month, or the next day if that day is not a publication day. If The Wall Street Journal does not publish the U.S. Prime Rate, we may substitute another index.

we, us, our, and **Credit One Bank** refer to Credit One Bank, N.A., the issuer of your Card.

you, and **your** refer to each person who has applied for the Account and where appropriate, the Authorized User.

Features and Use of Your Account

Using Your Card: You may make Purchases wherever the Card is accepted. You may use the Account to obtain Cash Advances, but you may not make more than two Cash Advance transactions per day and you may not obtain more than \$200 in Cash Advances per day. You may use the Account only for personal, family, or household purposes, and if your Account is used for any other purpose you are still responsible for such use. You may not use the Account for business or commercial purposes. The Account may not be used for online or internet gambling or illegal purposes.

Your Credit Limit: We will tell you your credit limit. Keep your Account balance below your credit limit. If you do not, you must still pay us. We may designate part of your credit limit as a Cash Advance limit and part as a Balance Transfer limit. We may change your credit limit(s) at any time, without notice. You may use a portion of your credit limit for Cash Advances and Balance Transfers. Each Purchase, Cash Advance, and Balance Transfer obtained will reduce the amount of available credit under your credit limit until it is repaid. We may delay increasing your available credit by the amount of any payment that we receive for up to 12 calendar days.

Credit Limit Increase: To request a credit limit increase contact the Customer Service number on your statement. We may impose a fee for processing the request.

Credit Authorizations: We may decline to authorize a transaction for any reason. We will not be liable to you if we decline a transaction or if anyone refuses any use of your Card.

Automatic Billing: You may set up automatic billing with a merchant. You authorize us to provide an updated Account number or Card expiration date to any merchant at our discretion. Contact the merchant to stop automatic billing.

Joint Accounts: If this is a joint account, each of you is responsible individually and together for all amounts owed. Each of you is responsible even if the Account is used by only one of you. You will continue to be liable for the entire balance of the Account, even if your co-applicant is ordered by a court to pay us. You will remain liable to us if your co-applicant fails to pay as ordered by the court. Your Account status will continue to be reported to the credit reporting agencies under each of your names. The delivery of notices or billing statements to either of you serves as delivery to each of you. We may rely on instructions given by either of you. We are not liable to either of you for relying upon such instructions.

Electronic Access: Applications (apps) on electronic devices (such as mobile wallets) can store your Card and can be used to get credit under this Agreement. Such transactions are covered by this Agreement. Apps may have separate terms of use. We are not responsible if you violate those terms or for any consequences from violating those terms.

Additional Cardholder: At your request, we may, at our discretion, issue, in the name of another person, an additional Card on your Account. That person is an Additional Cardholder, as well as an Authorized User. An Additional Cardholder has access to certain Account information including balance, available credit and payment information. If you advise us that the Additional Cardholder is your spouse, information regarding the Account will be provided to consumer reporting agencies in your name as well as in the name of the Additional Cardholder. By requesting that we add an Additional Cardholder to your Account, you represent that you (1) have the consent of the Additional Cardholder to be added to the Account, (2) have provided a copy of this Agreement to the Additional Cardholder, and (3) if the Additional Cardholder is your spouse, you have told the Additional Cardholder that Credit One Bank will furnish credit information about them to the credit reporting agencies in connection with the Account. The Additional Cardholder may report the Card lost or stolen and may remove him or herself from the Account.

Interest Rates and Interest Changes

Annual Percentage Rates (APRs): See the Pricing Summary for your APRs. The APR for Balance Transfers will be the same as the APR for standard Purchases, unless a promotional rate applies.

Variable Rates: Your Pricing Summary indicates whether you have any variable APRs. Variable APRs are determined by adding to the Prime Rate the number of percentage points ("margin") specified in the Pricing Summary. Variable APRs will increase or decrease when the Prime Rate changes. The APR change will take effect beginning with billing cycles that end on or after the first day of the month after the month in which the Prime Rate changes. An increase in the APR will increase your interest charges and may increase your Minimum Payment Due.

Average Daily Balance Method (including new transactions): We calculate interest each billing cycle by first figuring the “average daily balance” for each type of balance. Standard Purchases, standard Cash Advances, standard Balance Transfers, and each promotional offer, are all types of balances.

For each type of balance, for each billing cycle, we start with the balance on the last day of your previous billing cycle. We subtract any unpaid interest. This is the beginning balance each day. Each day of the billing cycle we subtract any new payments and credits applied to that type of balance. We add any new transactions and fees for that type of balance. We add Purchases, Cash Advances, and Balance Transfers on the post date. We add transaction fees on promotional rate and non-promotional rate Balance Transfers to the same type of balance as the transaction. We add all other fees to the standard Purchase balance. This gives us the daily balance for that type of balance, except that if the daily balance is negative, we treat it as zero. We then add up all of the daily balances and divide by the number of days in the billing cycle. This gives us the “average daily balance” for that type of balance. We multiply the average daily balance by the applicable monthly periodic rate (the APR divided by 12). This gives us the interest charged for that type of balance for that billing cycle. This interest is included in the Account balance on the last day of the billing cycle. The results for all types of balances are then added together to determine the total interest charged that billing cycle.

When Interest Begins: We begin to impose interest on a transaction or fee from the day we add it to the daily balance. We continue to impose interest until you pay the total amount you owe us. You can avoid paying interest on Purchases as described below. However, you cannot avoid paying interest on Balance Transfers or Cash Advances.

How to Avoid Paying Interest on Purchases (“Grace Period”): If you pay the New Balance on your billing statement by the Payment Due Date shown on that billing statement, we will not impose interest on new Purchases paid by the Payment Due Date on your current billing statement. The Payment Due Date will be at least 24 days after the close of the billing cycle. If you have been paying your Account balance in full and thereby avoiding interest on Purchases, but then do not pay the next New Statement Balance in full by the Payment Due Date, in that billing cycle we will start charging interest on the unpaid portion of your balance.

Fees

See the Pricing Summary for additional Fee information.

Annual Fee: If your Account is subject to an Annual Fee, the amount and when it is billed is shown on the Pricing Summary. The Annual Fee is billed to the Account until the Account is closed and the outstanding balance is paid in full. The Annual Fee is refundable as long as you cancel your Account and have not used your card for any Purchases, Cash Advances, or Balance Transfers and you have not made a payment.

Credit Limit Increase Fee: If a fee is imposed for processing a Credit Limit increase request, we will tell you the amount of the fee at the time of your request and before you agree to it.

Transaction Fee for Balance Transfers: The transaction fee for Balance Transfers will be the same as the transaction fee for Cash Advances, unless a promotional fee applies.

Foreign Transaction Fee: We add this fee for each purchase made outside the U.S. (A purchase is made outside the U.S. unless it is made with a U.S. merchant, processed completely in the U.S., and in U.S. dollars.) The fee is a percentage of the U.S. dollar amount of the purchase.

Optional Express Payment Service Fee: If a representative of ours helps expedite your payment, we may impose an Express Payment fee. You will be informed of the amount of the fee before you complete the transaction.

Duplicate Statement Fee: If you request a duplicate copy of a monthly statement, for any purpose other than to assert a billing error, you will be charged a fee of up to \$10 for each statement copy requested.

Sales Slip Request Fee: If you request a copy of a sales slip, for any purpose other than to resolve a dispute about the charges on your Account, you will be charged a fee of \$6 for each sales slip copy requested.

Replacement Card Fee: If you request a replacement card, a Replacement Card Fee of up to \$25 may be charged to your Account.

Payments

Minimum Payment Due: See the Pricing Summary for the minimum payment requirements.

Small Balances: As it is uneconomical for both you and us to process payments or maintain credits that are \$1 or less in amount, you agree as follows: (1) In any billing cycle in which you have had no transactions and your New Balance on the billing date is \$1 or less, the balance will be rounded to

zero and you will not receive a bill for this amount. (2) In the event that you have a credit balance of \$1 or less for two consecutive billing cycles, the balance will be rounded to zero and you will not receive a refund of this amount.

Payment Instructions: You must pay us in U.S. dollars, in funds on deposit in the U.S. We credit your payments in accordance with the terms contained on your billing statement. If you mail your payment to an address other than the address designated on your billing statement, there may be a delay in processing and crediting the payment to your Account.

Irregular Payments: Any payment submitted in offer of settlement of a disputed debt, including any item containing a notation such as "paid in full," and any other item with a restrictive endorsement, must be sent to: Credit One Bank, P.O. Box 95516, Las Vegas, NV 89193-5516. We can accept late payments, partial payments, and checks or other items with restrictive endorsements at any other address without losing any of our rights under this Agreement.

Postdated Checks: You agree that we need not examine any payment check to confirm that it is not postdated and that we may deposit any postdated check on the day we receive it.

Payment Allocation: We apply payments up to the Minimum Payment Due and credits at our discretion, which may result in balances at lower APRs being paid first and higher interest charges. Payments over the Minimum Payment Due will be applied to balances with higher APRs first.

Collecting, Sharing, and Updating Information

Customer Privacy: We send you our Privacy Policy when you open your Account and thereafter in accordance with applicable law. It summarizes the personal information we collect; how we safeguard its confidentiality and security; when it may be shared with others; and how you can limit our sharing of this information. You accept the terms of our Privacy Policy when you use the Account. Contact us or visit CreditOne.com if you would like a copy.

Information About You: You authorize us to obtain and/or use information about you from third parties and credit reporting agencies to: (1) verify your identity and/or conduct investigative inquiries; (2) determine your income and credit eligibility; (3) review your Account and provide renewal of credit; (4) verify your current credit standing in order to present future credit limit increases or decreases; (5) qualify you for and present additional lines of credit or other offers; and (6) collect amounts owing on your Account. Upon request, we will tell you the name and address of any credit reporting agency that provided us with information concerning you.

Furnishing Information: We may furnish information concerning your Account or credit file to consumer reporting agencies and others who may properly receive that information. If you believe that information we furnished is inaccurate or incomplete, please write us at Credit One Bank, P. O. Box 98873, Las Vegas, NV 89193-8873. Please include your name, address, home phone number and Account number.

Telephone Calls, Text Messages and Emails Regarding Your Account: You are providing express written permission and consent authorizing Credit One Bank and our agents, servicers, contractors, subsidiaries, affiliates, officers, and other partners and employees to contact you at any phone number (including mobile, cellular/wireless, or similar devices) or email address you provide at any time, for any lawful purpose. The ways in which we may contact you include live operator, automatic telephone dialing systems (auto-dialer), prerecorded and artificial voice message, text/SMS message or email. Phone numbers and email addresses you provide include those you give to us, those from which you, or someone acting on your behalf, contact us or which we obtain through other means. If you provide a phone number for which you are not the owner, you confirm you are authorized to provide that number. Such lawful purposes include, but are not limited to: obtaining information; activation of the card for verification and identification purposes; account transactions or servicing related matters; suspected fraud or identity theft; collection on the Account; and providing information about special products and services. You agree to pay any fee(s) or charge(s) that you may incur for incoming communications from us or outgoing communications to us, to or from any such number or email address, without reimbursement from us.

Communication Revocation: You may revoke your authorization for most communications. However, you cannot revoke authorization for fraud related communications or legally required communications. To change your communication preferences or to revoke consent you must write us. Please:

- include your name, mailing address, and the last four digits of your Account number;
- specify whether you are changing your preferences regarding mail, telephone calls, emails, and/or text or SMS messages;
- provide the specific phone number(s) and/or email address for which you are requesting communications to cease;
- send this written notice to: Credit One Bank, P.O. Box 98873, Las Vegas, NV 89193-8873.

Certain communication preferences can be changed on-line. Please log in to your Account to see if that option is available.

Telephone Monitoring: You agree that we (and our servicers, agents and contractors) may monitor and record any calls between you and us.

Updating Your Phone Number: Notify us immediately if you change mobile or cell phone numbers or plan to give your phone to someone else. It is your responsibility to provide us with a true, accurate and complete mobile number and to maintain and update promptly any changes in this information. You can update your mobile number by calling us at the phone number on the back of your Card.

Indemnification: If you provide telephone number(s) for which you are not the subscriber, or fail to notify us when you cease to be the subscriber for a telephone number you previously gave us, you agree to indemnify us, our subsidiaries, affiliates, officers, agents, servicers, contractors, and other partners and employees for any costs and expenses, including reasonable attorneys' fees, incurred as a result of us contacting or attempting to contact you at the number(s). Your obligation under this paragraph shall survive termination of the Agreement.

Account Closure

Default: You are in default under this Agreement if (1) bankruptcy or another insolvency proceeding is filed by or against you; (2) we reasonably believe you are unable or unwilling to repay us; (3) you die or are legally incompetent or incapacitated; (4) you fail to comply with the terms of this Agreement, including failing to make a required payment when due, exceeding your credit limit or using your Card or Account for an illegal transaction; (5) you give us misleading, false, incomplete or incorrect information or fail to give us any information we deem necessary; or (6) if you no longer permanently reside in one of the 50 states or the District of Columbia. If you are in default, we may declare the entire Account balance immediately due and payable without advance notice.

Collection Costs: If we use an attorney to collect your Account, we may charge you our legal costs as permitted by law. These include reasonable attorneys' fees, court or other collection costs, and fees and costs of any appeal.

Closing Your Account: You may close your Account at any time. You will remain responsible for any amount you owe us under this Agreement. Any joint Cardholder may cancel a joint Account. However, both of you will remain responsible for paying all amounts owed. If your Account is subject to an Annual Fee, the fee will continue to be charged until you pay your outstanding balance in full.

We may cancel, suspend or not renew your Card, Account, or access to the credit line at any time and for any reason without notice. If your Account is closed by us, the Annual Fee will continue to be charged until you pay your outstanding balance in full.

However, when your Account is closed, if there is: (1) a debit balance of \$1 or less, that balance will be rounded to zero and you will not be required to pay this amount; or (2) a credit balance of \$1 or less, that balance will be rounded to zero and this amount will not be refunded to you. The rounding to zero may occur after your closing statement cycles, and you may not receive a statement reflecting the rounding.

Arbitration Agreement

PLEASE READ CAREFULLY—IMPORTANT—AFFECTS YOUR LEGAL RIGHTS

This agreement to arbitrate provides that you or we can require controversies or disputes between us to be resolved by BINDING ARBITRATION. You have the right to REJECT this agreement to arbitrate by using the procedure explained below.

If you do not reject this agreement to arbitrate, you GIVE UP YOUR RIGHT TO GO TO COURT and controversies or disputes between us will be resolved by a NEUTRAL ARBITRATOR INSTEAD OF A JUDGE OR JURY, using rules that are simpler and more limited than in a court. Arbitrator decisions are subject to VERY LIMITED REVIEW BY A COURT. Arbitration will proceed INDIVIDUALLY— CLASS ACTIONS AND SIMILAR PROCEDURES WILL NOT BE AVAILABLE TO YOU.

Agreement to Arbitrate: You and we agree that either you or we may, without the other's consent, require that controversies or disputes between you and us (all of which are called "Claims"), be submitted to mandatory, binding arbitration. This agreement to arbitrate is made pursuant to a transaction involving interstate commerce, and shall be governed by, and enforceable under, the Federal Arbitration Act (the "FAA"), 9 U.S.C. §1 et seq., and (to the extent State law is applicable), the laws of the State of Nevada.

For purposes of this agreement to arbitrate, "you" includes you, any co-applicant, any Authorized User (including Additional Cardholders), or anyone else connected with you or claiming through you; and "we" or "us" includes Credit One Bank, N.A., all of its parents, subsidiaries, affiliates, successors, predecessors, employees, and related persons or entities, and all third parties who are regarded as agents or representatives of us in connection with the subject matter of the claim or dispute at issue.

Covered Claims: Claims subject to arbitration include, but are not limited to, any controversies or disputes arising from or relating in any way to your Account; any transactions involving your Account; any disclosures made to you concerning your Account; any interest, charges, or fees assessed on your Account; any service(s) or programs related to your Account; and, if permitted by the rules of the arbitration forum, any collection of debt related to your Account. Claims also include controversies or disputes arising from or relating in any way to advertising, solicitations, or any application for, approval of, or establishment of your Account. Claims subject to arbitration include any controversies or disputes based on any theory of law, whether

contract, tort, statute, regulation, common law, or equity, or whether they seek legal or equitable remedies. All Claims are subject to arbitration whether they arose in the past, may currently exist, or may arise in the future. Arbitration will apply even if your Account is closed, you pay us in full any outstanding debt you owe, or you file for bankruptcy. Also, controversies or disputes about the validity, enforceability, coverage, meaning, or scope of this agreement to arbitrate or any part thereof are subject to arbitration and are for the arbitrator to decide. Any questions about what Claims are subject to arbitration shall be resolved by interpreting this agreement to arbitrate in the broadest way the law will allow it to be enforced.

Claims Not Covered: Claims (whether brought initially or by counter or cross-claim) are not subject to arbitration if they are filed by you or us in a small claims court, so long as the case remains in such court and only individual claims for relief are advanced in the case.

No Class Arbitration or Consolidation or Joinder of Parties: Class actions and other similar procedures in which individuals seek to represent similarly situated individuals or seek relief on behalf of the general public, and consolidation or joinder of Claims (except for claimants on the same account), are NOT available under this agreement to arbitrate. Claims in arbitration will proceed on an INDIVIDUAL basis only:

UNLESS YOU REJECT THIS AGREEMENT TO ARBITRATE, YOU AND WE WAIVE THE RIGHT TO ASSERT OR PARTICIPATE
IN A CLASS ACTION OR ANY REPRESENTATIVE OR CONSOLIDATED PROCEEDING IN COURT OR IN ARBITRATION.

The arbitrator shall have no authority to entertain any Claim as a class action or private attorney general action or on any other similar representative basis, nor shall the arbitrator have any authority to consolidate or join Claims brought by separate claimants (except for claimants on the same account). This also means that the arbitrator shall have no authority to make any award for the benefit of, or against, any person other than the individual who is the named party.[†]

†Notice to California Account Holders: This agreement to arbitrate shall not be construed to prevent you from seeking in the arbitration the remedy of public injunctive relief if (a) you reside in California, (b) you resided in California at the time you entered into this agreement to arbitrate, or (iii) the billing address for your Account is a California address (hereafter, "California Account Holder").

Initiation of Arbitration: The arbitration shall be administered by the American Arbitration Association ("AAA") before a single arbitrator under the AAA's Consumer Arbitration Rules, or by a mutually agreeable administrator, before a single arbitrator, as modified by this arbitration provision. Information about the arbitration process for AAA can be obtained from the AAA at www.adr.org. The arbitrator shall be selected from the AAA (or mutually agreeable administrator) panel of neutrals then active on the roster maintained by the AAA (or mutually agreeable administrator) office located in the city of or nearest to your billing address and, unless otherwise mutually agreed, the arbitrator shall be a retired federal judge, a retired state appellate judge, a retired state trial judge, or a lawyer with at least 15 years of experience in that order of preference.

In the event that the AAA or mutually agreeable administrator is unable or unwilling to handle the Claim for any reason, then the matter shall be arbitrated instead by a neutral arbitrator selected by agreement of the parties (or, if the parties cannot agree, selected by a court in accordance with the FAA).

Arbitration Procedures and Applicable Law; Offer of Settlement: Unlike a lawsuit in state or federal court, arbitration is conducted by a private organization that specializes in alternative dispute resolution. Disputes in arbitration are decided by a neutral arbitrator instead of a judge or jury. You may represent yourself in arbitration, or you may be represented by a lawyer.

Under this agreement to arbitrate, a single arbitrator designated by the arbitration administrator will decide the Claim under applicable law. The arbitrator is bound by the terms of this agreement to arbitrate. The AAA or mutually agreeable administrator will apply its code of procedures in effect at the time the arbitration claim is filed. If there is a conflict between that code of procedures and this arbitration provision and/or any sections of this Card Agreement, this arbitration provision and/or this Card Agreement will control. The arbitrator will honor all claims of privilege recognized by law. Subject to the prohibition on class, representative, and consolidation procedures set forth above, the arbitrator will have the power to award to a party any damages or other relief (including relief in equity) provided for under applicable law. That is, a party will be entitled to recover in arbitration any damages or other relief that it could recover if it prevailed in a court proceeding. An arbitrator's award shall consist of a written statement setting forth the disposition of each Claim. At the request of any party, the arbitrator shall also set forth a written explanation of the essential findings and conclusions on which the award is based. An arbitration award shall decide the rights and obligations only of the parties named in the arbitration, and shall not have any bearing on another person or dispute.

If your Claim is for \$10,000 or less, you may choose whether the arbitration will be conducted solely on the basis of documents, in a telephonic hearing, or in an in-person hearing.

Any in-person hearing will take place in the federal judicial district that includes your billing address at the time the Claim is filed, unless the parties agree to a different place.

The Arbitrator's Decision: The arbitrator's decision will be final and binding on the parties. A party can file a written appeal to the arbitration administrator within thirty (30) days after an award is issued. The appeal will proceed before a panel of three neutral arbitrators designated by the

same arbitration administrator. The panel will decide anew all factual and legal issues, following the same rules of procedure, by majority vote any aspect of the original decision objected to. The costs of such an appeal will be borne in accordance with the below paragraph entitled "Fees and Costs". Any review by a court shall be governed by the Federal Arbitration Act. Any final arbitration award will be binding on the named parties and enforceable by any court having jurisdiction.

Fees and Costs: We will pay any costs that are required to be paid by us under the arbitration administrator's rules of procedure. If you file the arbitration, you will pay your share of the initial filing fee, unless you seek and qualify for a fee waiver under the applicable rules of the arbitration administrator. The party filing an appeal shall be responsible for all filing fees and costs of the appeal unless prohibited by administrator's rules of procedure. All parties are responsible for their own attorney's fees, expert fees and any other expenses, unless the arbitrator awards such fees or expenses to you or us if allowed by applicable law.

Other Parties Subject to this Agreement to Arbitrate: In addition to you and us, the rights and duties described in this agreement to arbitrate apply to: any third party co-defendant of a claim subject to this arbitration provision; all joint account holders, Additional Cardholders, and Authorized Users of your Account(s).

How to REJECT this Agreement to Arbitrate: You can reject this agreement to arbitrate but only if we receive from you a written notice of rejection within 45 days after it was first provided to you. To reject this agreement to arbitrate you must send the notice of rejection to: Credit One Bank, Attention: Arbitration Opt Out, P. O. Box 98873, Las Vegas, NV 89193-8873. Rejection notices sent to any other address will not be accepted or effective. If you decide to reject this agreement to arbitrate in writing, your notice must state that you reject this agreement to arbitrate and include your name, address, account number, and personal signature. Rejection of arbitration will not affect your other rights or responsibilities under this Card Agreement.

Survival, Severability, and Amendment of Terms:

Survival. This agreement to arbitrate shall survive changes in the Agreement and termination of the Account or the relationship between you and us, including the bankruptcy of any party and any transfer or sale of your Account, or amounts owed on your Account, to another person or entity.

Severability. If any part or parts of your agreement to arbitrate are declared unenforceable, then such specific part or parts shall be of no force or effect and shall be severed, but the remainder of this agreement to arbitrate shall continue in full force and effect. If, however, the entire agreement to arbitrate or your waiver of the right to bring or participate in a class or representative action or in consolidation procedures is unenforceable, then the agreement to arbitrate shall be of no force or effect. Notwithstanding the preceding sentence, with respect to California Account Holders, if arbitration is unenforceable, in whole or in part, you and we agree to resolve any Claim by a judicial reference proceeding as described above.

Amendment in Writing Only. This agreement to arbitrate may not be amended, severed, or waived, except as expressly provided in the Agreement or in a written agreement between you and us.

Other Information

Transactions in Foreign Currencies: If you make a transaction at a merchant that settles in a currency other than U.S. dollars, Mastercard International Incorporated or Visa Incorporated will convert that charge into a U.S. Dollar amount. That conversion will be done at a rate selected by Mastercard or Visa from the range of rates available in wholesale currency markets for the applicable central processing date, which rate may vary from the rate Mastercard or Visa itself receives, or the government-mandated rate in effect for the applicable central processing date. The currency conversion rate used on the processing date may differ from the rate that would have been used on the purchase date or on the date the transaction is posted to your Account. You agree to pay the converted amount, including any charges for the conversion that may be imposed as described above.

Changes to Your Agreement: The rates, fees and terms of this Agreement may change and we may add or delete any term to this Agreement, consistent with applicable law. We will give you advance written notice of these changes and a right to reject the change, if required by law.

Unauthorized Use: Notify us immediately if your Card is lost or stolen or you suspect that someone is using your Card or Account without your permission.

Assignment: We may assign any or all of our rights and obligations under this Agreement. You may not assign any of your rights or obligations under this Agreement.

No Waiver: We will not lose our rights under this Agreement because we delay or do not enforce them.

Governing Law: This Agreement is governed by and interpreted in accordance with the laws applicable to national banks, and, where no such laws apply, by the laws of the State of Nevada, excluding the conflicts of law provisions thereof, regardless of your state of residence.

Conformance with Law; Severability: If any part of this Agreement conflicts with applicable law, that provision will be considered modified to conform to applicable law. If any part of this Agreement is invalid, the rest shall remain in effect, except as otherwise noted in the Arbitration Provision.

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 the Billing Inquiries address on the statement.

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 \$50.00 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 \$50.00. (Note: Neither of these are necessary if your purchase was based on an advertisement we mailed to you, or if we own or operate 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 the Billing Inquiries address shown on your statement.

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

Cash Back Rewards Program Supplement

This Supplement describes the terms and conditions of the Credit One Cash Back Rewards Program ("Program") and supplements the Card Agreement that governs your credit card account issued by Credit One Bank, N.A. (the "Account"). By using the Account, you agree to participate in the Program. Your participation is subject to the terms of the Card Agreement, including the arbitration provision, if applicable, and this Supplement. In the event of a conflict between the Card Agreement and this Supplement, with respect to matters relating to the Program, this Supplement controls.

Earning Cash Back Rewards: You earn cash back rewards in the form of an automatic statement credit equal to 1% of all Net Purchases made with your Account. You do not earn cash back rewards on Cash Advances, Balance Transfers, interest, fees, and other charges. We will post a statement credit to your Account within seven days after the end of the month based on the Net Purchases made with your Account from the 27th of the previous month to the 26th of the current month. If your Account is in default, as defined in your Card Agreement, at the time the credit is to be posted, you WILL NOT receive the credit. Cash back rewards have no cash value.

Net Purchases: Net Purchases are Purchases minus any returns, disputed charges, unauthorized charges, illegal or fraudulent charges or other credits for such Purchases.

Program Restrictions: You will receive an automatic cash back rewards credit on each statement that has at least one Net Purchase. Automatic statement credits for cash back rewards will reduce the balance on your Account but will not count as payments. You will still be required to pay at least the Minimum Payment Due as shown on your billing statement each month. You WILL NOT earn cash back rewards for Purchases made while your Account is in default as defined within your Card Agreement. This Program excludes Accounts already enrolled in a different Credit One cash back rewards program.

Changes: The Program may be changed (added to, modified or deleted) by us at any time. We will give you prior notice to the extent required by law. The current version of this Program may be found at www.CreditOneBank.com along with the Card Agreement. Any revisions may affect your ability to earn cash back rewards.

Termination: We may suspend or terminate the Program or your participation in the Program at any time without prior notice. In such event, we will evaluate your Account for any eligible cash back rewards as of the Program termination date. Provided that you meet all of the other Program Restrictions listed above at that time, you will receive a distribution of the cash back rewards earned during the current billing period in the form of a statement credit.

Limited Liability: Unless otherwise required by law, this Program, or our Card Agreement with you, we will not be liable to you or anyone making a claim on your behalf, in connection with: (1) any change or termination of the Program; (2) any loss, damage, expense or inconvenience caused by any occurrence outside of our control; (3) any taxes that you incur as a result of receiving cash back rewards, payment of which taxes will be your responsibility; (4) any merchandise or services you purchase, or for any direct, indirect or consequential damages with respect to the use of your Account. In any event, any liability that Credit One may have to you in connection with the Program shall be limited to the amount of any cash back rewards you have earned in this Program. The Program and cash back rewards are void or limited where prohibited or restricted, respectively, by federal, state or local law.

Pricing Summary

Interest Rates and Interest Charges	
ANNUAL PERCENTAGE RATE (APR) for Purchases	23.99% This APR will vary with the market based on the Prime Rate.
ANNUAL PERCENTAGE RATE (APR) for Balance Transfers	23.99% This APR will vary with the market based on the Prime Rate.
ANNUAL PERCENTAGE RATE (APR) for Cash Advances	23.99% This APR will vary with the market based on the Prime Rate.
Paying Interest	Your due date is at least 24 days after the close of each billing cycle. We will not charge you any interest on Purchases if you pay your entire balance by the due date each month. We will begin charging interest on Cash Advances and Balance Transfers from the posting date.
Minimum Interest Charge	If you are charged interest, the charge will be no less than \$1.00.
For Credit Card Tips from the Consumer Financial Protection Bureau	To learn more about factors to consider when applying for or using a credit card, visit the website of the Consumer Financial Protection Bureau at http:// www.consumerfinance.gov/learnmore .
Fees	
Annual Fee	\$0
Transaction Fees <ul style="list-style-type: none"> • Balance Transfer • Cash Advance • Foreign Transaction 	Either \$10 or 5% of the amount of each Balance Transfer, whichever is greater. Either \$10 or 5% of the amount of each Cash Advance, whichever is greater. Either \$1 or 3% of the amount of each purchase in U.S. dollars, whichever is greater.
Penalty Fees <ul style="list-style-type: none"> • Late Payment • Returned Payment 	Up to \$39* Up to \$39**

How We Will Calculate Your Balance: We use a method called “average daily balance (including new Purchases).” See your Card Agreement for more details.

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

***Late Payment Fee:** We will charge the maximum safe harbor amount, which is set annually in accordance with 12 C.F.R 1026.52(b)(1)(ii)(D). Currently the fee is \$28, unless you incurred a Late Payment Fee during the prior six billing cycles. If you did, the fee is currently \$39. This fee will not exceed

the related Minimum Payment that was due. We charge a Late Payment Fee to your Account if at least the Amount Due This Period (less any Late Payment Fee for the current billing cycle) plus any Past Due Amount is not received by 5:00 p.m. PT on the Payment Due Date shown on your statement.

****Returned Payment Fee:** We will charge the maximum safe harbor amount, which is set annually in accordance with 12 C.F.R 1026.52(b)(1)(ii)(D). If a payment is not honored upon first presentment, even if the payment is later honored, a Returned Payment Fee will be charged to your Account. Currently, the fee is \$28, unless you incurred a Returned Payment Fee in the prior six billing cycles. If you did, the fee is currently \$39. This fee will not exceed the related Minimum Payment that was due.

Additional Rate Information: The Purchase, Balance Transfer and Cash Advance APR equals the Prime Rate plus a margin of 20.74%. This corresponds to a monthly periodic rate of 1.99917%.

Minimum Payments: You may pay the entire New Balance shown on your billing statement at any time. Each billing period you must pay at least the Minimum Payment Due by the Payment Due Date shown on your billing statement. The Minimum Payment Due will be the sum of:

- 3.5% of your outstanding balance, rounded up to the next whole dollar, or \$30, whichever is greater;
- any Late Payment Fee for the current billing cycle;
- and any Past Due Amount (excluding any past due Late Payment Fees).

The Agreement

This Agreement, together with the Pricing Summary, is your contract with us.

Accepting this Agreement: You accept this Agreement when you use the Account. You may still reject this Agreement if you have not yet used the Card, used the Account, or paid a fee after receiving a billing statement. To reject the Agreement, call us at 866-515-5721 or write us at Bank Card Center, P.O. Box 95516, Las Vegas, NV 89193-5516. If you reject the Agreement, you are not responsible for any fees or charges.

Arbitration: This Agreement includes an Arbitration Provision with class action and jury trial waivers. You can reject the Arbitration Provision. See "How to REJECT this agreement to arbitrate" in the Arbitration section. If you do not, it will be part of this Agreement.

Promise to Pay: You agree to pay us for all amounts due on your Account, including credit for Purchases, Balance Transfers, and Cash Advances, as well as interest charges and fees. This includes charges made by Additional Cardholders and other Authorized Users.

Definitions

Account means the Credit One Bank card account under this Agreement.

Authorized User means any person you allow to use your Account or Card, including Additional Cardholders. If the Authorized User has been issued a Card and you want to terminate the Authorized User, you must notify us by telephone or in writing.

Balance Transfer means a transaction we designate that allows you to use your Account to pay another creditor or yourself. Balance Transfers cannot be used to pay us or our affiliates. A Balance Transfer will be subject to the terms of the Balance Transfer offer and this Agreement.

Card refers to one or more cards or access devices, including your Account number, that we give you or someone else with your authorization to get credit under this Agreement.

Cardholder refers to each person with a card issued in their name.

Cash Advance means the use of your Account to obtain funds at a financial institution or the use of a Convenience Check.

Convenience Check means a check we issue to you to take a Cash Advance. You may not use these checks to pay us or our affiliates.

Purchase means the use of the Account to obtain goods or services.

Prime Rate means the highest U.S. Prime Rate in the Money Rates section of The Wall Street Journal on the 25th day of the month, or the next day if that day is not a publication day. If The Wall Street Journal does not publish the U.S. Prime Rate, we may substitute another index.

we, us, our, and Credit One Bank refer to Credit One Bank, N.A., the issuer of your Card.

you, and **your** refer to each person who has applied for the Account and where appropriate, the Authorized User.

Features and Use of Your Account

Using Your Card: You may make Purchases wherever the Card is accepted. You may use the Account to obtain Cash Advances, but you may not make more than two Cash Advance transactions per day and you may not obtain more than \$200 in Cash Advances per day. You may use the Account only for personal, family, or household purposes, and if your Account is used for any other purpose you are still responsible for such use. You may not use the Account for business or commercial purposes. The Account may not be used for online or internet gambling or illegal purposes.

Your Credit Limit: We will tell you your credit limit. Keep your Account balance below your credit limit. If you do not, you must still pay us. We may designate part of your credit limit as a Cash Advance limit and part as a Balance Transfer limit. We may change your credit limit(s) at any time, without notice. You may use a portion of your credit limit for Cash Advances and Balance Transfers. Each Purchase, Cash Advance, and Balance Transfer obtained will reduce the amount of available credit under your credit limit until it is repaid. We may delay increasing your available credit by the amount of any payment that we receive for up to 12 calendar days.

Credit Limit Increase: To request a credit limit increase contact the Customer Service number on your statement. We may impose a fee for processing the request.

Credit Authorizations: We may decline to authorize a transaction for any reason. We will not be liable to you if we decline a transaction or if anyone refuses any use of your Card.

Automatic Billing: You may set up automatic billing with a merchant. You authorize us to provide an updated Account number or Card expiration date to any merchant at our discretion. Contact the merchant to stop automatic billing.

Joint Accounts: If this is a joint account, each of you is responsible individually and together for all amounts owed. Each of you is responsible even if the Account is used by only one of you. You will continue to be liable for the entire balance of the Account, even if your co-applicant is ordered by a court to pay us. You will remain liable to us if your co-applicant fails to pay as ordered by the court. Your Account status will continue to be reported to the credit reporting agencies under each of your names. The delivery of notices or billing statements to either of you serves as delivery to each of you. We may rely on instructions given by either of you. We are not liable to either of you for relying upon such instructions.

Electronic Access: Applications (apps) on electronic devices (such as mobile wallets) can store your Card and can be used to get credit under this Agreement. Such transactions are covered by this Agreement. Apps may have separate terms of use. We are not responsible if you violate those terms or for any consequences from violating those terms.

Additional Cardholder: At your request, we may, at our discretion, issue, in the name of another person, an additional Card on your Account. That person is an Additional Cardholder, as well as an Authorized User. An Additional Cardholder has access to certain Account information including balance, available credit and payment information. If you advise us that the Additional Cardholder is your spouse, information regarding the Account will be provided to consumer reporting agencies in your name as well as in the name of the Additional Cardholder. By requesting that we add an Additional Cardholder to your Account, you represent that you (1) have the consent of the Additional Cardholder to be added to the Account, (2) have provided a copy of this Agreement to the Additional Cardholder, and (3) if the Additional Cardholder is your spouse, you have told the Additional Cardholder that Credit One Bank will furnish credit information about them to the credit reporting agencies in connection with the Account. The Additional Cardholder may report the Card lost or stolen and may remove him or herself from the Account.

Interest Rates and Interest Changes

Annual Percentage Rates (APRs): See the Pricing Summary for your APRs. The APR for Balance Transfers will be the same as the APR for standard Purchases, unless a promotional rate applies.

Variable Rates: Your Pricing Summary indicates whether you have any variable APRs. Variable APRs are determined by adding to the Prime Rate the number of percentage points ("margin") specified in the Pricing Summary. Variable APRs will increase or decrease when the Prime Rate changes. The APR change will take effect beginning with billing cycles that end on or after the first day of the month after the month in which the Prime Rate changes. An increase in the APR will increase your interest charges and may increase your Minimum Payment Due.

Average Daily Balance Method (including new transactions): We calculate interest each billing cycle by first figuring the "average daily balance" for each type of balance. Standard Purchases, standard Cash Advances, standard Balance Transfers, and each promotional offer, are all types of balances.

For each type of balance, for each billing cycle, we start with the balance on the last day of your previous billing cycle. We subtract any unpaid interest. This is the beginning balance each day. Each day of the billing cycle we subtract any new payments and credits applied to that type of balance. We add any new transactions and fees for that type of balance. We add Purchases, Cash Advances, and Balance Transfers on the post date. We add transaction fees on promotional rate and non-promotional rate Balance Transfers to the same type of balance as the transaction. We add all other fees to the standard Purchase balance. This gives us the daily balance for that type of balance, except that if the daily balance is negative, we treat it as zero. We then add up all of the daily balances and divide by the number of days in the billing cycle. This gives us the "average daily balance" for that type of balance. We multiply the average daily balance by the applicable monthly periodic rate (the APR divided by 12). This gives us the interest charged for that type of balance for that billing cycle. This interest is included in the Account balance on the last day of the billing cycle. The results for all types of balances are then added together to determine the total interest charged that billing cycle.

When Interest Begins: We begin to impose interest on a transaction or fee from the day we add it to the daily balance. We continue to impose interest until you pay the total amount you owe us. You can avoid paying interest on Purchases as described below. However, you cannot avoid paying interest on Balance Transfers or Cash Advances.

How to Avoid Paying Interest on Purchases ("Grace Period"): If you pay the New Balance on your billing statement by the Payment Due Date shown on that billing statement, we will not impose interest on new Purchases paid by the Payment Due Date on your current billing statement. The Payment Due Date will be at least 24 days after the close of the billing cycle. If you have been paying your Account balance in full and thereby avoiding interest on Purchases, but then do not pay the next New Statement Balance in full by the Payment Due Date, in that billing cycle we will start charging interest on the unpaid portion of your balance.

Fees

See the Pricing Summary for additional Fee information.

Annual Fee: If your Account is subject to an Annual Fee, the amount and when it is billed is shown on the Pricing Summary. The Annual Fee is billed to the Account until the Account is closed and the outstanding balance is paid in full. The Annual Fee is refundable as long as you cancel your Account and have not used your card for any Purchases, Cash Advances, or Balance Transfers and you have not made a payment.

Credit Limit Increase Fee: If a fee is imposed for processing a Credit Limit increase request, we will tell you the amount of the fee at the time of your request and before you agree to it.

Transaction Fee for Balance Transfers: The transaction fee for Balance Transfers will be the same as the transaction fee for Cash Advances, unless a promotional fee applies.

Foreign Transaction Fee: We add this fee for each purchase made outside the U.S. (A purchase is made outside the U.S. unless it is made with a U.S. merchant, processed completely in the U.S., and in U.S. dollars.) The fee is a percentage of the U.S. dollar amount of the purchase.

Optional Express Payment Service Fee: If a representative of ours helps expedite your payment, we may impose an Express Payment fee. You will be informed of the amount of the fee before you complete the transaction.

Duplicate Statement Fee: If you request a duplicate copy of a monthly statement, for any purpose other than to assert a billing error, you will be charged a fee of up to \$10 for each statement copy requested.

Sales Slip Request Fee: If you request a copy of a sales slip, for any purpose other than to resolve a dispute about the charges on your Account, you will be charged a fee of \$6 for each sales slip copy requested.

Replacement Card Fee: If you request a replacement card, a Replacement Card Fee of up to \$25 may be charged to your Account.

Payments

Minimum Payment Due: See the Pricing Summary for the minimum payment requirements.

Small Balances: As it is uneconomical for both you and us to process payments or maintain credits that are \$1 or less in amount, you agree as follows: (1) In any billing cycle in which you have had no transactions and your New Balance on the billing date is \$1 or less, the balance will be rounded to zero and you will not receive a bill for this amount. (2) In the event that you have a credit balance of \$1 or less for two consecutive billing cycles, the balance will be rounded to zero and you will not receive a refund of this amount.

Payment Instructions: You must pay us in U.S. dollars, in funds on deposit in the U.S. We credit your payments in accordance with the terms contained on your billing statement. If you mail your payment to an address other than the address designated on your billing statement, there may be a delay in processing and crediting the payment to your Account.

Irregular Payments: Any payment submitted in offer of settlement of a disputed debt, including any item containing a notation such as "paid in full," and any other item with a restrictive endorsement, must be sent to: Credit One Bank, P.O. Box 95516, Las Vegas, NV 89193-5516. We can accept late payments, partial payments, and checks or other items with restrictive endorsements at any other address without losing any of our rights under this Agreement.

Postdated Checks: You agree that we need not examine any payment check to confirm that it is not postdated and that we may deposit any postdated check on the day we receive it.

Payment Allocation: We apply payments up to the Minimum Payment Due and credits at our discretion, which may result in balances at lower APRs being paid first and higher interest charges. Payments over the Minimum Payment Due will be applied to balances with higher APRs first.

Collecting, Sharing, and Updating Information

Customer Privacy: We send you our Privacy Policy when you open your Account and thereafter in accordance with applicable law. It summarizes the personal information we collect; how we safeguard its confidentiality and security; when it may be shared with others; and how you can limit our sharing of this information. You accept the terms of our Privacy Policy when you use the Account. Contact us or visit CreditOne.com if you would like a copy.

Information About You: You authorize us to obtain and/or use information about you from third parties and credit reporting agencies to: (1) verify your identity and/or conduct investigative inquiries; (2) determine your income and credit eligibility; (3) review your Account and provide renewal of credit; (4) verify your current credit standing in order to present future credit limit increases or decreases; (5) qualify you for and present additional lines of credit or other offers; and (6) collect amounts owing on your Account. Upon request, we will tell you the name and address of any credit reporting agency that provided us with information concerning you.

Furnishing Information: We may furnish information concerning your Account or credit file to consumer reporting agencies and others who may properly receive that information. If you believe that information we furnished is inaccurate or incomplete, please write us at Credit One Bank, P. O. Box 98873, Las Vegas, NV 89193-8873. Please include your name, address, home phone number and Account number.

Telephone Calls, Text Messages and Emails Regarding Your Account: You are providing express written permission and consent authorizing Credit One Bank and our agents, servicers, contractors, subsidiaries, affiliates, officers, and other partners and employees to contact you at any phone number (including mobile, cellular/wireless, or similar devices) or email address you provide at any time, for any lawful purpose. The ways in which we may contact you include live operator, automatic telephone dialing systems (auto-dialer), prerecorded and artificial voice message, text/SMS message or email. Phone numbers and email addresses you provide include those you give to us, those from which you, or someone acting on your behalf, contact us or which we obtain through other means. If you provide a phone number for which you are not the owner, you confirm you are authorized to provide that number. Such lawful purposes include, but are not limited to: obtaining information; activation of the card for verification and identification purposes; account transactions or servicing related matters; suspected fraud or identity theft; collection on the Account; and providing information about special products and services. You agree to pay any fee(s) or charge(s) that you may incur for incoming communications from us or outgoing communications to us, to or from any such number or email address, without reimbursement from us.

Communication Revocation: You may revoke your authorization for most communications. However, you cannot revoke authorization for fraud related communications or legally required communications. To change your communication preferences or to revoke consent you must write us. Please:

- include your name, mailing address, and the last four digits of your Account number;
- specify whether you are changing your preferences regarding mail, telephone calls, emails, and/or text or SMS messages;
- provide the specific phone number(s) and/or email address for which you are requesting communications to cease;
- send this written notice to: Credit One Bank, P.O. Box 98873, Las Vegas, NV 89193-8873.

Certain communication preferences can be changed on-line. Please log in to your Account to see if that option is available.

Telephone Monitoring: You agree that we (and our servicers, agents and contractors) may monitor and record any calls between you and us.

Updating Your Phone Number: Notify us immediately if you change mobile or cell phone numbers or plan to give your phone to someone else. It is your responsibility to provide us with a true, accurate and complete mobile number and to maintain and update promptly any changes in this information. You can update your mobile number by calling us at the phone number on the back of your Card.

Indemnification: If you provide telephone number(s) for which you are not the subscriber, or fail to notify us when you cease to be the subscriber for a telephone number you previously gave us, you agree to indemnify us, our subsidiaries, affiliates, officers, agents, servicers, contractors, and other partners and employees for any costs and expenses, including reasonable attorneys' fees, incurred as a result of us contacting or attempting to contact you at the number(s). Your obligation under this paragraph shall survive termination of the Agreement.

Account Closure

Default: You are in default under this Agreement if (1) bankruptcy or another insolvency proceeding is filed by or against you; (2) we reasonably believe you are unable or unwilling to repay us; (3) you die or are legally incompetent or incapacitated; (4) you fail to comply with the terms of this Agreement, including failing to make a required payment when due, exceeding your credit limit or using your Card or Account for an illegal transaction; (5) you give us misleading, false, incomplete or incorrect information or fail to give us any information we deem necessary; or (6) if you no longer permanently reside in one of the 50 states or the District of Columbia. If you are in default, we may declare the entire Account balance immediately due and payable without advance notice.

Collection Costs: If we use an attorney to collect your Account, we may charge you our legal costs as permitted by law. These include reasonable attorneys' fees, court or other collection costs, and fees and costs of any appeal.

Closing Your Account: You may close your Account at any time. You will remain responsible for any amount you owe us under this Agreement. Any joint Cardholder may cancel a joint Account. However, both of you will remain responsible for paying all amounts owed. If your Account is subject to an Annual Fee, the fee will continue to be charged until you pay your outstanding balance in full.

We may cancel, suspend or not renew your Card, Account, or access to the credit line at any time and for any reason without notice. If your Account is closed by us, the Annual Fee will continue to be charged until you pay your outstanding balance in full.

However, when your Account is closed, if there is: (1) a debit balance of \$1 or less, that balance will be rounded to zero and you will not be required to pay this amount; or (2) a credit balance of \$1 or less, that balance will be rounded to zero and this amount will not be refunded to you. The rounding to zero may occur after your closing statement cycles, and you may not receive a statement reflecting the rounding.

Arbitration Agreement

PLEASE READ CAREFULLY—IMPORTANT—AFFECTS YOUR LEGAL RIGHTS

This agreement to arbitrate provides that you or we can require controversies or disputes between us to be resolved by BINDING ARBITRATION. You have the right to REJECT this agreement to arbitrate by using the procedure explained below.

If you do not reject this agreement to arbitrate, you GIVE UP YOUR RIGHT TO GO TO COURT and controversies or disputes between us will be resolved by a NEUTRAL ARBITRATOR INSTEAD OF A JUDGE OR JURY, using rules that are simpler and more limited than in a court. Arbitrator decisions are subject to VERY LIMITED REVIEW BY A COURT. Arbitration will proceed INDIVIDUALLY— CLASS ACTIONS AND SIMILAR PROCEDURES WILL NOT BE AVAILABLE TO YOU.

Agreement to Arbitrate: You and we agree that either you or we may, without the other's consent, require that controversies or disputes between you and us (all of which are called "Claims"), be submitted to mandatory, binding arbitration. This agreement to arbitrate is made pursuant to a transaction involving interstate commerce, and shall be governed by, and enforceable under, the Federal Arbitration Act (the "FAA"), 9 U.S.C. §1 et seq., and (to the extent State law is applicable), the laws of the State of Nevada.

For purposes of this agreement to arbitrate, "you" includes you, any co-applicant, any Authorized User (including Additional Cardholders), or anyone else connected with you or claiming through you; and "we" or "us" includes Credit One Bank, N.A., all of its parents, subsidiaries, affiliates, successors, predecessors, employees, and related persons or entities, and all third parties who are regarded as agents or representatives of us in connection with the subject matter of the claim or dispute at issue.

Covered Claims: Claims subject to arbitration include, but are not limited to, any controversies or disputes arising from or relating in any way to your Account; any transactions involving your Account; any disclosures made to you concerning your Account; any interest, charges, or fees assessed on your Account; any service(s) or programs related to your Account; and, if permitted by the rules of the arbitration forum, any collection of debt related to your Account. Claims also include controversies or disputes arising from or relating in any way to advertising, solicitations, or any application for, approval of, or establishment of your Account. Claims subject to arbitration include any controversies or disputes based on any theory of law, whether contract, tort, statute, regulation, common law, or equity, or whether they seek legal or equitable remedies. All Claims are subject to arbitration whether

they arose in the past, may currently exist, or may arise in the future. Arbitration will apply even if your Account is closed, you pay us in full any outstanding debt you owe, or you file for bankruptcy. Also, controversies or disputes about the validity, enforceability, coverage, meaning, or scope of this agreement to arbitrate or any part thereof are subject to arbitration and are for the arbitrator to decide. Any questions about what Claims are subject to arbitration shall be resolved by interpreting this agreement to arbitrate in the broadest way the law will allow it to be enforced.

Claims Not Covered: Claims (whether brought initially or by counter or cross-claim) are not subject to arbitration if they are filed by you or us in a small claims court, so long as the case remains in such court and only individual claims for relief are advanced in the case.

No Class Arbitration or Consolidation or Joinder of Parties: Class actions and other similar procedures in which individuals seek to represent similarly situated individuals or seek relief on behalf of the general public, and consolidation or joinder of Claims (except for claimants on the same account), are NOT available under this agreement to arbitrate. Claims in arbitration will proceed on an INDIVIDUAL basis only:

UNLESS YOU REJECT THIS AGREEMENT TO ARBITRATE, YOU AND WE WAIVE THE RIGHT TO ASSERT OR PARTICIPATE
IN A CLASS ACTION OR ANY REPRESENTATIVE OR CONSOLIDATED PROCEEDING IN COURT OR IN ARBITRATION.

The arbitrator shall have no authority to entertain any Claim as a class action or private attorney general action or on any other similar representative basis, nor shall the arbitrator have any authority to consolidate or join Claims brought by separate claimants (except for claimants on the same account). This also means that the arbitrator shall have no authority to make any award for the benefit of, or against, any person other than the individual who is the named party.[†]

†Notice to California Account Holders: This agreement to arbitrate shall not be construed to prevent you from seeking in the arbitration the remedy of public injunctive relief if (a) you reside in California, (b) you resided in California at the time you entered into this agreement to arbitrate, or (iii) the billing address for your Account is a California address (hereafter, "California Account Holder").

Initiation of Arbitration: The arbitration shall be administered by the American Arbitration Association ("AAA") before a single arbitrator under the AAA's Consumer Arbitration Rules, or by a mutually agreeable administrator, before a single arbitrator, as modified by this arbitration provision. Information about the arbitration process for AAA can be obtained from the AAA at www.adr.org. The arbitrator shall be selected from the AAA (or mutually agreeable administrator) panel of neutrals then active on the roster maintained by the AAA (or mutually agreeable administrator) office located in the city of or nearest to your billing address and, unless otherwise mutually agreed, the arbitrator shall be a retired federal judge, a retired state appellate judge, a retired state trial judge, or a lawyer with at least 15 years of experience in that order of preference.

In the event that the AAA or mutually agreeable administrator is unable or unwilling to handle the Claim for any reason, then the matter shall be arbitrated instead by a neutral arbitrator selected by agreement of the parties (or, if the parties cannot agree, selected by a court in accordance with the FAA).

Arbitration Procedures and Applicable Law; Offer of Settlement: Unlike a lawsuit in state or federal court, arbitration is conducted by a private organization that specializes in alternative dispute resolution. Disputes in arbitration are decided by a neutral arbitrator instead of a judge or jury. You may represent yourself in arbitration, or you may be represented by a lawyer.

Under this agreement to arbitrate, a single arbitrator designated by the arbitration administrator will decide the Claim under applicable law. The arbitrator is bound by the terms of this agreement to arbitrate. The AAA or mutually agreeable administrator will apply its code of procedures in effect at the time the arbitration claim is filed. If there is a conflict between that code of procedures and this arbitration provision and/or any sections of this Card Agreement, this arbitration provision and/or this Card Agreement will control. The arbitrator will honor all claims of privilege recognized by law. Subject to the prohibition on class, representative, and consolidation procedures set forth above, the arbitrator will have the power to award to a party any damages or other relief (including relief in equity) provided for under applicable law. That is, a party will be entitled to recover in arbitration any damages or other relief that it could recover if it prevailed in a court proceeding. An arbitrator's award shall consist of a written statement setting forth the disposition of each Claim. At the request of any party, the arbitrator shall also set forth a written explanation of the essential findings and conclusions on which the award is based. An arbitration award shall decide the rights and obligations only of the parties named in the arbitration, and shall not have any bearing on another person or dispute.

If your Claim is for \$10,000 or less, you may choose whether the arbitration will be conducted solely on the basis of documents, in a telephonic hearing, or in an in-person hearing.

Any in-person hearing will take place in the federal judicial district that includes your billing address at the time the Claim is filed, unless the parties agree to a different place.

The Arbitrator's Decision: The arbitrator's decision will be final and binding on the parties. A party can file a written appeal to the arbitration administrator within thirty (30) days after an award is issued. The appeal will proceed before a panel of three neutral arbitrators designated by the

same arbitration administrator. The panel will decide anew all factual and legal issues, following the same rules of procedure, by majority vote any aspect of the original decision objected to. The costs of such an appeal will be borne in accordance with the below paragraph entitled "Fees and Costs". Any review by a court shall be governed by the Federal Arbitration Act. Any final arbitration award will be binding on the named parties and enforceable by any court having jurisdiction.

Fees and Costs: We will pay any costs that are required to be paid by us under the arbitration administrator's rules of procedure. If you file the arbitration, you will pay your share of the initial filing fee, unless you seek and qualify for a fee waiver under the applicable rules of the arbitration administrator. The party filing an appeal shall be responsible for all filing fees and costs of the appeal unless prohibited by administrator's rules of procedure. All parties are responsible for their own attorney's fees, expert fees and any other expenses, unless the arbitrator awards such fees or expenses to you or us if allowed by applicable law.

Other Parties Subject to this Agreement to Arbitrate: In addition to you and us, the rights and duties described in this agreement to arbitrate apply to: any third party co-defendant of a claim subject to this arbitration provision; all joint account holders, Additional Cardholders, and Authorized Users of your Account(s).

How to REJECT this Agreement to Arbitrate: You can reject this agreement to arbitrate but only if we receive from you a written notice of rejection within 45 days after it was first provided to you. To reject this agreement to arbitrate you must send the notice of rejection to: Credit One Bank, Attention: Arbitration Opt Out, P. O. Box 98873, Las Vegas, NV 89193-8873. Rejection notices sent to any other address will not be accepted or effective. If you decide to reject this agreement to arbitrate in writing, your notice must state that you reject this agreement to arbitrate and include your name, address, account number, and personal signature. Rejection of arbitration will not affect your other rights or responsibilities under this Card Agreement.

Survival, Severability, and Amendment of Terms:

Survival. This agreement to arbitrate shall survive changes in the Agreement and termination of the Account or the relationship between you and us, including the bankruptcy of any party and any transfer or sale of your Account, or amounts owed on your Account, to another person or entity.

Severability. If any part or parts of your agreement to arbitrate are declared unenforceable, then such specific part or parts shall be of no force or effect and shall be severed, but the remainder of this agreement to arbitrate shall continue in full force and effect. If, however, the entire agreement to arbitrate or your waiver of the right to bring or participate in a class or representative action or in consolidation procedures is unenforceable, then the agreement to arbitrate shall be of no force or effect. Notwithstanding the preceding sentence, with respect to California Account Holders, if arbitration is unenforceable, in whole or in part, you and we agree to resolve any Claim by a judicial reference proceeding as described above.

Amendment in Writing Only. This agreement to arbitrate may not be amended, severed, or waived, except as expressly provided in the Agreement or in a written agreement between you and us.

Other Information

Transactions in Foreign Currencies: If you make a transaction at a merchant that settles in a currency other than U.S. dollars, Mastercard International Incorporated or Visa Incorporated will convert that charge into a U.S. Dollar amount. That conversion will be done at a rate selected by Mastercard or Visa from the range of rates available in wholesale currency markets for the applicable central processing date, which rate may vary from the rate Mastercard or Visa itself receives, or the government-mandated rate in effect for the applicable central processing date. The currency conversion rate used on the processing date may differ from the rate that would have been used on the purchase date or on the date the transaction is posted to your Account. You agree to pay the converted amount, including any charges for the conversion that may be imposed as described above.

Changes to Your Agreement: The rates, fees and terms of this Agreement may change and we may add or delete any term to this Agreement, consistent with applicable law. We will give you advance written notice of these changes and a right to reject the change, if required by law.

Unauthorized Use: Notify us immediately if your Card is lost or stolen or you suspect that someone is using your Card or Account without your permission.

Assignment: We may assign any or all of our rights and obligations under this Agreement. You may not assign any of your rights or obligations under this Agreement.

No Waiver: We will not lose our rights under this Agreement because we delay or do not enforce them.

Governing Law: This Agreement is governed by and interpreted in accordance with the laws applicable to national banks, and, where no such laws apply, by the laws of the State of Nevada, excluding the conflicts of law provisions thereof, regardless of your state of residence.

Conformance with Law; Severability: If any part of this Agreement conflicts with applicable law, that provision will be considered modified to conform to applicable law. If any part of this Agreement is invalid, the rest shall remain in effect, except as otherwise noted in the Arbitration Provision.

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 the Billing Inquiries address on the statement.

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 \$50.00 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 \$50.00. (Note: Neither of these are necessary if your purchase was based on an advertisement we mailed to you, or if we own or operate 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 the Billing Inquiries address shown on your statement.

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

Cash Back Rewards Program Supplement

This Supplement describes the terms and conditions of the Credit One Cash Back Rewards Program ("Program") and supplements the Card Agreement that governs your credit card account issued by Credit One Bank, N.A. (the "Account"). By using the Account, you agree to participate in the Program. Your participation is subject to the terms of the Card Agreement, including the arbitration provision, if applicable, and this Supplement. In the event of a conflict between the Card Agreement and this Supplement, with respect to matters relating to the Program, this Supplement controls.

Earning Cash Back Rewards: You earn cash back rewards in the form of an automatic statement credit equal to 1% of all Net Purchases made with your Account. You do not earn cash back rewards on Cash Advances, Balance Transfers, interest, fees, and other charges. We will post a statement credit to your Account within seven days after the end of the month based on the Net Purchases made with your Account from the 27th of the previous month to the 26th of the current month. If your Account is in default, as defined in your Card Agreement, at the time the credit is to be posted, you WILL NOT receive the credit. Cash back rewards have no cash value.

Net Purchases: Net Purchases are Purchases minus any returns, disputed charges, unauthorized charges, illegal or fraudulent charges or other credits for such Purchases.

Program Restrictions: You will receive an automatic cash back rewards credit on each statement that has at least one Net Purchase. Automatic statement credits for cash back rewards will reduce the balance on your Account but will not count as payments. You will still be required to pay at least the Minimum Payment Due as shown on your billing statement each month. You WILL NOT earn cash back rewards for Purchases made while your Account is in default as defined within your Card Agreement. This Program excludes Accounts already enrolled in a different Credit One cash back rewards program.

Changes: The Program may be changed (added to, modified or deleted) by us at any time. We will give you prior notice to the extent required by law. The current version of this Program may be found at www.CreditOneBank.com along with the Card Agreement. Any revisions may affect your ability to earn cash back rewards.

Termination: We may suspend or terminate the Program or your participation in the Program at any time without prior notice. In such event, we will evaluate your Account for any eligible cash back rewards as of the Program termination date. Provided that you meet all of the other Program Restrictions listed above at that time, you will receive a distribution of the cash back rewards earned during the current billing period in the form of a statement credit.

Limited Liability: Unless otherwise required by law, this Program, or our Card Agreement with you, we will not be liable to you or anyone making a claim on your behalf, in connection with: (1) any change or termination of the Program; (2) any loss, damage, expense or inconvenience caused by any occurrence outside of our control; (3) any taxes that you incur as a result of receiving cash back rewards, payment of which taxes will be your responsibility; (4) any merchandise or services you purchase, or for any direct, indirect or consequential damages with respect to the use of your Account. In any event, any liability that Credit One may have to you in connection with the Program shall be limited to the amount of any cash back rewards you have earned in this Program. The Program and cash back rewards are void or limited where prohibited or restricted, respectively, by federal, state or local law.

Pricing Summary

Interest Rates and Interest Charges	
ANNUAL PERCENTAGE RATE (APR) for Purchases	23.99% This APR will vary with the market based on the Prime Rate.
ANNUAL PERCENTAGE RATE (APR) for Balance Transfers	23.99% This APR will vary with the market based on the Prime Rate.
ANNUAL PERCENTAGE RATE (APR) for Cash Advances	23.99% This APR will vary with the market based on the Prime Rate.
Paying Interest	Your due date is at least 24 days after the close of each billing cycle. We will not charge you any interest on Purchases if you pay your entire balance by the due date each month. We will begin charging interest on Cash Advances and Balance Transfers from the posting date.
Minimum Interest Charge	If you are charged interest, the charge will be no less than \$1.00.
For Credit Card Tips from the Consumer Financial Protection Bureau	To learn more about factors to consider when applying for or using a credit card, visit the website of the Consumer Financial Protection Bureau at http:// www.consumerfinance.gov/learnmore .
Fees	
Annual Fee	\$95
Transaction Fees <ul style="list-style-type: none"> • Balance Transfer • Cash Advance • Foreign Transaction 	Either \$10 or 5% of the amount of each Balance Transfer, whichever is greater. Either \$10 or 5% of the amount of each Cash Advance, whichever is greater. Either \$1 or 3% of the amount of each purchase in U.S. dollars, whichever is greater.
Penalty Fees <ul style="list-style-type: none"> • Late Payment • Returned Payment 	Up to \$39* Up to \$39**

How We Will Calculate Your Balance: We use a method called “average daily balance (including new Purchases).” See your Card Agreement for more details.

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

***Late Payment Fee:** We will charge the maximum safe harbor amount, which is set annually in accordance with 12 C.F.R 1026.52(b)(1)(ii)(D). Currently the fee is \$29, unless you incurred a Late Payment Fee during the prior six billing cycles. If you did, the fee is currently \$39. This fee will not exceed

the related Minimum Payment that was due. We charge a Late Payment Fee to your Account if at least the Amount Due This Period (less any Late Payment Fee for the current billing cycle) plus any Past Due Amount is not received by 5:00 p.m. PT on the Payment Due Date shown on your statement.

****Returned Payment Fee:** We will charge the maximum safe harbor amount, which is set annually in accordance with 12 C.F.R 1026.52(b)(1)(ii)(D). If a payment is not honored upon first presentment, even if the payment is later honored, a Returned Payment Fee will be charged to your Account. Currently, the fee is \$29, unless you incurred a Returned Payment Fee in the prior six billing cycles. If you did, the fee is currently \$39. This fee will not exceed the related Minimum Payment that was due.

Additional Rate Information: The Purchase, Balance Transfer and Cash Advance APR equals the Prime Rate plus a margin of 20.74%. This corresponds to a monthly periodic rate of 1.99917%.

Minimum Payments: You may pay the entire New Balance shown on your billing statement at any time. Each billing period you must pay at least the Minimum Payment Due by the Payment Due Date shown on your billing statement. The Minimum Payment Due will be the sum of:

- 3.5% of your outstanding balance, rounded up to the next whole dollar, or \$30, whichever is greater;
- any Late Payment Fee for the current billing cycle;
- and any Past Due Amount (excluding any past due Late Payment Fees).

The Agreement

This Agreement, together with the Pricing Summary, is your contract with us.

Accepting this Agreement: You accept this Agreement when you use the Account. You may still reject this Agreement if you have not yet used the Card, used the Account, or paid a fee after receiving a billing statement. To reject the Agreement, call us at 866-515-5721 or write us at Bank Card Center, P.O. Box 95516, Las Vegas, NV 89193-5516. If you reject the Agreement, you are not responsible for any fees or charges.

Arbitration: This Agreement includes an Arbitration Provision with class action and jury trial waivers. You can reject the Arbitration Provision. See "How to REJECT this agreement to arbitrate" in the Arbitration section. If you do not, it will be part of this Agreement.

Promise to Pay: You agree to pay us for all amounts due on your Account, including credit for Purchases, Balance Transfers, and Cash Advances, as well as interest charges and fees. This includes charges made by Additional Cardholders and other Authorized Users.

Definitions

Account means the Credit One Bank card account under this Agreement.

Authorized User means any person you allow to use your Account or Card, including Additional Cardholders. If the Authorized User has been issued a Card and you want to terminate the Authorized User, you must notify us by telephone or in writing.

Balance Transfer means a transaction we designate that allows you to use your Account to pay another creditor or yourself. Balance Transfers cannot be used to pay us or our affiliates. A Balance Transfer will be subject to the terms of the Balance Transfer offer and this Agreement.

Card refers to one or more cards or access devices, including your Account number, that we give you or someone else with your authorization to get credit under this Agreement.

Cardholder refers to each person with a card issued in their name.

Cash Advance means the use of your Account to obtain funds at a financial institution or the use of a Convenience Check.

Convenience Check means a check we issue to you to take a Cash Advance. You may not use these checks to pay us or our affiliates.

Purchase means the use of the Account to obtain goods or services.

Prime Rate means the highest U.S. Prime Rate in the Money Rates section of The Wall Street Journal on the 25th day of the month, or the next day if that day is not a publication day. If The Wall Street Journal does not publish the U.S. Prime Rate, we may substitute another index.

we, us, our, and Credit One Bank refer to Credit One Bank, N.A., the issuer of your Card.

you, and **your** refer to each person who has applied for the Account and where appropriate, the Authorized User.

Features and Use of Your Account

Using Your Card: You may make Purchases wherever the Card is accepted. You may use the Account to obtain Cash Advances, but you may not make more than two Cash Advance transactions per day and you may not obtain more than \$200 in Cash Advances per day. You may use the Account only for personal, family, or household purposes, and if your Account is used for any other purpose you are still responsible for such use. You may not use the Account for business or commercial purposes. The Account may not be used for online or internet gambling or illegal purposes.

Your Credit Limit: We will tell you your credit limit. Keep your Account balance below your credit limit. If you do not, you must still pay us. We may designate part of your credit limit as a Cash Advance limit and part as a Balance Transfer limit. We may change your credit limit(s) at any time, without notice. You may use a portion of your credit limit for Cash Advances and Balance Transfers. Each Purchase, Cash Advance, and Balance Transfer obtained will reduce the amount of available credit under your credit limit until it is repaid. We may delay increasing your available credit by the amount of any payment that we receive for up to 12 calendar days.

Credit Limit Increase: To request a credit limit increase contact the Customer Service number on your statement. We may impose a fee for processing the request.

Credit Authorizations: We may decline to authorize a transaction for any reason. We will not be liable to you if we decline a transaction or if anyone refuses any use of your Card.

Automatic Billing: You may set up automatic billing with a merchant. You authorize us to provide an updated Account number or Card expiration date to any merchant at our discretion. Contact the merchant to stop automatic billing.

Joint Accounts: If this is a joint account, each of you is responsible individually and together for all amounts owed. Each of you is responsible even if the Account is used by only one of you. You will continue to be liable for the entire balance of the Account, even if your co-applicant is ordered by a court to pay us. You will remain liable to us if your co-applicant fails to pay as ordered by the court. Your Account status will continue to be reported to the credit reporting agencies under each of your names. The delivery of notices or billing statements to either of you serves as delivery to each of you. We may rely on instructions given by either of you. We are not liable to either of you for relying upon such instructions.

Electronic Access: Applications (apps) on electronic devices (such as mobile wallets) can store your Card and can be used to get credit under this Agreement. Such transactions are covered by this Agreement. Apps may have separate terms of use. We are not responsible if you violate those terms or for any consequences from violating those terms.

Additional Cardholder: At your request, we may, at our discretion, issue, in the name of another person, an additional Card on your Account. That person is an Additional Cardholder, as well as an Authorized User. An Additional Cardholder has access to certain Account information including balance, available credit and payment information. If you advise us that the Additional Cardholder is your spouse, information regarding the Account will be provided to consumer reporting agencies in your name as well as in the name of the Additional Cardholder. By requesting that we add an Additional Cardholder to your Account, you represent that you (1) have the consent of the Additional Cardholder to be added to the Account, (2) have provided a copy of this Agreement to the Additional Cardholder, and (3) if the Additional Cardholder is your spouse, you have told the Additional Cardholder that Credit One Bank will furnish credit information about them to the credit reporting agencies in connection with the Account. The Additional Cardholder may report the Card lost or stolen and may remove him or herself from the Account.

Interest Rates and Interest Changes

Annual Percentage Rates (APRs): See the Pricing Summary for your APRs. The APR for Balance Transfers will be the same as the APR for standard Purchases, unless a promotional rate applies.

Variable Rates: Your Pricing Summary indicates whether you have any variable APRs. Variable APRs are determined by adding to the Prime Rate the number of percentage points ("margin") specified in the Pricing Summary. Variable APRs will increase or decrease when the Prime Rate changes. The APR change will take effect beginning with billing cycles that end on or after the first day of the month after the month in which the Prime Rate changes. An increase in the APR will increase your interest charges and may increase your Minimum Payment Due.

Average Daily Balance Method (including new transactions): We calculate interest each billing cycle by first figuring the "average daily balance" for each type of balance. Standard Purchases, standard Cash Advances, standard Balance Transfers, and each promotional offer, are all types of balances.

For each type of balance, for each billing cycle, we start with the balance on the last day of your previous billing cycle. We subtract any unpaid interest. This is the beginning balance each day. Each day of the billing cycle we subtract any new payments and credits applied to that type of balance. We add any new transactions and fees for that type of balance. We add Purchases, Cash Advances, and Balance Transfers on the post date. We add transaction fees on promotional rate and non-promotional rate Balance Transfers to the same type of balance as the transaction. We add all other fees to the standard Purchase balance. This gives us the daily balance for that type of balance, except that if the daily balance is negative, we treat it as zero. We then add up all of the daily balances and divide by the number of days in the billing cycle. This gives us the "average daily balance" for that type of balance. We multiply the average daily balance by the applicable monthly periodic rate (the APR divided by 12). This gives us the interest charged for that type of balance for that billing cycle. This interest is included in the Account balance on the last day of the billing cycle. The results for all types of balances are then added together to determine the total interest charged that billing cycle.

When Interest Begins: We begin to impose interest on a transaction or fee from the day we add it to the daily balance. We continue to impose interest until you pay the total amount you owe us. You can avoid paying interest on Purchases as described below. However, you cannot avoid paying interest on Balance Transfers or Cash Advances.

How to Avoid Paying Interest on Purchases ("Grace Period"): If you pay the New Balance on your billing statement by the Payment Due Date shown on that billing statement, we will not impose interest on new Purchases paid by the Payment Due Date on your current billing statement. The Payment Due Date will be at least 24 days after the close of the billing cycle. If you have been paying your Account balance in full and thereby avoiding interest on Purchases, but then do not pay the next New Statement Balance in full by the Payment Due Date, in that billing cycle we will start charging interest on the unpaid portion of your balance.

Fees

See the Pricing Summary for additional Fee information.

Annual Fee: If your Account is subject to an Annual Fee, the amount and when it is billed is shown on the Pricing Summary. The Annual Fee is billed to the Account until the Account is closed and the outstanding balance is paid in full. The Annual Fee is refundable as long as you cancel your Account and have not used your card for any Purchases, Cash Advances, or Balance Transfers and you have not made a payment.

Credit Limit Increase Fee: If a fee is imposed for processing a Credit Limit increase request, we will tell you the amount of the fee at the time of your request and before you agree to it.

Transaction Fee for Balance Transfers: The transaction fee for Balance Transfers will be the same as the transaction fee for Cash Advances, unless a promotional fee applies.

Foreign Transaction Fee: We add this fee for each purchase made outside the U.S. (A purchase is made outside the U.S. unless it is made with a U.S. merchant, processed completely in the U.S., and in U.S. dollars.) The fee is a percentage of the U.S. dollar amount of the purchase.

Optional Express Payment Service Fee: If a representative of ours helps expedite your payment, we may impose an Express Payment fee. You will be informed of the amount of the fee before you complete the transaction.

Duplicate Statement Fee: If you request a duplicate copy of a monthly statement, for any purpose other than to assert a billing error, you will be charged a fee of up to \$10 for each statement copy requested.

Sales Slip Request Fee: If you request a copy of a sales slip, for any purpose other than to resolve a dispute about the charges on your Account, you will be charged a fee of \$6 for each sales slip copy requested.

Replacement Card Fee: If you request a replacement card, a Replacement Card Fee of up to \$25 may be charged to your Account.

Payments

Minimum Payment Due: See the Pricing Summary for the minimum payment requirements.

Small Balances: As it is uneconomical for both you and us to process payments or maintain credits that are \$1 or less in amount, you agree as follows: (1) In any billing cycle in which you have had no transactions and your New Balance on the billing date is \$1 or less, the balance will be rounded to zero and you will not receive a bill for this amount. (2) In the event that you have a credit balance of \$1 or less for two consecutive billing cycles, the balance will be rounded to zero and you will not receive a refund of this amount.

Payment Instructions: You must pay us in U.S. dollars, in funds on deposit in the U.S. We credit your payments in accordance with the terms contained on your billing statement. If you mail your payment to an address other than the address designated on your billing statement, there may be a delay in processing and crediting the payment to your Account.

Irregular Payments: Any payment submitted in offer of settlement of a disputed debt, including any item containing a notation such as "paid in full," and any other item with a restrictive endorsement, must be sent to: Credit One Bank, P.O. Box 95516, Las Vegas, NV 89193-5516. We can accept late payments, partial payments, and checks or other items with restrictive endorsements at any other address without losing any of our rights under this Agreement.

Postdated Checks: You agree that we need not examine any payment check to confirm that it is not postdated and that we may deposit any postdated check on the day we receive it.

Payment Allocation: We apply payments up to the Minimum Payment Due and credits at our discretion, which may result in balances at lower APRs being paid first and higher interest charges. Payments over the Minimum Payment Due will be applied to balances with higher APRs first.

Collecting, Sharing, and Updating Information

Customer Privacy: We send you our Privacy Policy when you open your Account and thereafter in accordance with applicable law. It summarizes the personal information we collect; how we safeguard its confidentiality and security; when it may be shared with others; and how you can limit our sharing of this information. You accept the terms of our Privacy Policy when you use the Account. Contact us or visit CreditOne.com if you would like a copy.

Information About You: You authorize us to obtain and/or use information about you from third parties and credit reporting agencies to: (1) verify your identity and/or conduct investigative inquiries; (2) determine your income and credit eligibility; (3) review your Account and provide renewal of credit; (4) verify your current credit standing in order to present future credit limit increases or decreases; (5) qualify you for and present additional lines of credit or other offers; and (6) collect amounts owing on your Account. Upon request, we will tell you the name and address of any credit reporting agency that provided us with information concerning you.

Furnishing Information: We may furnish information concerning your Account or credit file to consumer reporting agencies and others who may properly receive that information. If you believe that information we furnished is inaccurate or incomplete, please write us at Credit One Bank, P. O. Box 98873, Las Vegas, NV 89193-8873. Please include your name, address, home phone number and Account number.

Telephone Calls, Text Messages and Emails Regarding Your Account: You are providing express written permission and consent authorizing Credit One Bank and our agents, servicers, contractors, subsidiaries, affiliates, officers, and other partners and employees to contact you at any phone number (including mobile, cellular/wireless, or similar devices) or email address you provide at any time, for any lawful purpose. The ways in which we may contact you include live operator, automatic telephone dialing systems (auto-dialer), prerecorded and artificial voice message, text/SMS message or email. Phone numbers and email addresses you provide include those you give to us, those from which you, or someone acting on your behalf, contact us or which we obtain through other means. If you provide a phone number for which you are not the owner, you confirm you are authorized to provide that number. Such lawful purposes include, but are not limited to: obtaining information; activation of the card for verification and identification purposes; account transactions or servicing related matters; suspected fraud or identity theft; collection on the Account; and providing information about special products and services. You agree to pay any fee(s) or charge(s) that you may incur for incoming communications from us or outgoing communications to us, to or from any such number or email address, without reimbursement from us.

Communication Revocation: You may revoke your authorization for most communications. However, you cannot revoke authorization for fraud related communications or legally required communications. To change your communication preferences or to revoke consent you must write us. Please:

- include your name, mailing address, and the last four digits of your Account number;
- specify whether you are changing your preferences regarding mail, telephone calls, emails, and/or text or SMS messages;
- provide the specific phone number(s) and/or email address for which you are requesting communications to cease;
- send this written notice to: Credit One Bank, P.O. Box 98873, Las Vegas, NV 89193-8873.

Certain communication preferences can be changed on-line. Please log in to your Account to see if that option is available.

Telephone Monitoring: You agree that we (and our servicers, agents and contractors) may monitor and record any calls between you and us.

Updating Your Phone Number: Notify us immediately if you change mobile or cell phone numbers or plan to give your phone to someone else. It is your responsibility to provide us with a true, accurate and complete mobile number and to maintain and update promptly any changes in this information. You can update your mobile number by calling us at the phone number on the back of your Card.

Indemnification: If you provide telephone number(s) for which you are not the subscriber, or fail to notify us when you cease to be the subscriber for a telephone number you previously gave us, you agree to indemnify us, our subsidiaries, affiliates, officers, agents, servicers, contractors, and other partners and employees for any costs and expenses, including reasonable attorneys' fees, incurred as a result of us contacting or attempting to contact you at the number(s). Your obligation under this paragraph shall survive termination of the Agreement.

Account Closure

Default: You are in default under this Agreement if (1) bankruptcy or another insolvency proceeding is filed by or against you; (2) we reasonably believe you are unable or unwilling to repay us; (3) you die or are legally incompetent or incapacitated; (4) you fail to comply with the terms of this Agreement, including failing to make a required payment when due, exceeding your credit limit or using your Card or Account for an illegal transaction; (5) you give us misleading, false, incomplete or incorrect information or fail to give us any information we deem necessary; or (6) if you no longer permanently reside in one of the 50 states or the District of Columbia. If you are in default, we may declare the entire Account balance immediately due and payable without advance notice.

Collection Costs: If we use an attorney to collect your Account, we may charge you our legal costs as permitted by law. These include reasonable attorneys' fees, court or other collection costs, and fees and costs of any appeal.

Closing Your Account: You may close your Account at any time. You will remain responsible for any amount you owe us under this Agreement. Any joint Cardholder may cancel a joint Account. However, both of you will remain responsible for paying all amounts owed. If your Account is subject to an Annual Fee, the fee will continue to be charged until you pay your outstanding balance in full.

We may cancel, suspend or not renew your Card, Account, or access to the credit line at any time and for any reason without notice. If your Account is closed by us, the Annual Fee will continue to be charged until you pay your outstanding balance in full.

However, when your Account is closed, if there is: (1) a debit balance of \$1 or less, that balance will be rounded to zero and you will not be required to pay this amount; or (2) a credit balance of \$1 or less, that balance will be rounded to zero and this amount will not be refunded to you. The rounding to zero may occur after your closing statement cycles, and you may not receive a statement reflecting the rounding.

Arbitration Agreement

PLEASE READ CAREFULLY—IMPORTANT—AFFECTS YOUR LEGAL RIGHTS

This agreement to arbitrate provides that you or we can require controversies or disputes between us to be resolved by BINDING ARBITRATION. You have the right to REJECT this agreement to arbitrate by using the procedure explained below.

If you do not reject this agreement to arbitrate, you GIVE UP YOUR RIGHT TO GO TO COURT and controversies or disputes between us will be resolved by a NEUTRAL ARBITRATOR INSTEAD OF A JUDGE OR JURY, using rules that are simpler and more limited than in a court. Arbitrator decisions are subject to VERY LIMITED REVIEW BY A COURT. Arbitration will proceed INDIVIDUALLY— CLASS ACTIONS AND SIMILAR PROCEDURES WILL NOT BE AVAILABLE TO YOU.

Agreement to Arbitrate: You and we agree that either you or we may, without the other's consent, require that controversies or disputes between you and us (all of which are called "Claims"), be submitted to mandatory, binding arbitration. This agreement to arbitrate is made pursuant to a transaction involving interstate commerce, and shall be governed by, and enforceable under, the Federal Arbitration Act (the "FAA"), 9 U.S.C. §1 et seq., and (to the extent State law is applicable), the laws of the State of Nevada.

For purposes of this agreement to arbitrate, "you" includes you, any co-applicant, any Authorized User (including Additional Cardholders), or anyone else connected with you or claiming through you; and "we" or "us" includes Credit One Bank, N.A., all of its parents, subsidiaries, affiliates, successors, predecessors, employees, and related persons or entities, and all third parties who are regarded as agents or representatives of us in connection with the subject matter of the claim or dispute at issue.

Covered Claims: Claims subject to arbitration include, but are not limited to, any controversies or disputes arising from or relating in any way to your Account; any transactions involving your Account; any disclosures made to you concerning your Account; any interest, charges, or fees assessed on your Account; any service(s) or programs related to your Account; and, if permitted by the rules of the arbitration forum, any collection of debt related to your Account. Claims also include controversies or disputes arising from or relating in any way to advertising, solicitations, or any application for, approval of, or establishment of your Account. Claims subject to arbitration include any controversies or disputes based on any theory of law, whether contract, tort, statute, regulation, common law, or equity, or whether they seek legal or equitable remedies. All Claims are subject to arbitration whether

they arose in the past, may currently exist, or may arise in the future. Arbitration will apply even if your Account is closed, you pay us in full any outstanding debt you owe, or you file for bankruptcy. Also, controversies or disputes about the validity, enforceability, coverage, meaning, or scope of this agreement to arbitrate or any part thereof are subject to arbitration and are for the arbitrator to decide. Any questions about what Claims are subject to arbitration shall be resolved by interpreting this agreement to arbitrate in the broadest way the law will allow it to be enforced.

Claims Not Covered: Claims (whether brought initially or by counter or cross-claim) are not subject to arbitration if they are filed by you or us in a small claims court, so long as the case remains in such court and only individual claims for relief are advanced in the case.

No Class Arbitration or Consolidation or Joinder of Parties: Class actions and other similar procedures in which individuals seek to represent similarly situated individuals or seek relief on behalf of the general public, and consolidation or joinder of Claims (except for claimants on the same account), are NOT available under this agreement to arbitrate. Claims in arbitration will proceed on an INDIVIDUAL basis only:

UNLESS YOU REJECT THIS AGREEMENT TO ARBITRATE, YOU AND WE WAIVE THE RIGHT TO ASSERT OR PARTICIPATE
IN A CLASS ACTION OR ANY REPRESENTATIVE OR CONSOLIDATED PROCEEDING IN COURT OR IN ARBITRATION.

The arbitrator shall have no authority to entertain any Claim as a class action or private attorney general action or on any other similar representative basis, nor shall the arbitrator have any authority to consolidate or join Claims brought by separate claimants (except for claimants on the same account). This also means that the arbitrator shall have no authority to make any award for the benefit of, or against, any person other than the individual who is the named party.[†]

†Notice to California Account Holders: This agreement to arbitrate shall not be construed to prevent you from seeking in the arbitration the remedy of public injunctive relief if (a) you reside in California, (b) you resided in California at the time you entered into this agreement to arbitrate, or (iii) the billing address for your Account is a California address (hereafter, "California Account Holder").

Initiation of Arbitration: The arbitration shall be administered by the American Arbitration Association ("AAA") before a single arbitrator under the AAA's Consumer Arbitration Rules, or by a mutually agreeable administrator, before a single arbitrator, as modified by this arbitration provision. Information about the arbitration process for AAA can be obtained from the AAA at www.adr.org. The arbitrator shall be selected from the AAA (or mutually agreeable administrator) panel of neutrals then active on the roster maintained by the AAA (or mutually agreeable administrator) office located in the city of or nearest to your billing address and, unless otherwise mutually agreed, the arbitrator shall be a retired federal judge, a retired state appellate judge, a retired state trial judge, or a lawyer with at least 15 years of experience in that order of preference.

In the event that the AAA or mutually agreeable administrator is unable or unwilling to handle the Claim for any reason, then the matter shall be arbitrated instead by a neutral arbitrator selected by agreement of the parties (or, if the parties cannot agree, selected by a court in accordance with the FAA).

Arbitration Procedures and Applicable Law; Offer of Settlement: Unlike a lawsuit in state or federal court, arbitration is conducted by a private organization that specializes in alternative dispute resolution. Disputes in arbitration are decided by a neutral arbitrator instead of a judge or jury. You may represent yourself in arbitration, or you may be represented by a lawyer.

Under this agreement to arbitrate, a single arbitrator designated by the arbitration administrator will decide the Claim under applicable law. The arbitrator is bound by the terms of this agreement to arbitrate. The AAA or mutually agreeable administrator will apply its code of procedures in effect at the time the arbitration claim is filed. If there is a conflict between that code of procedures and this arbitration provision and/or any sections of this Card Agreement, this arbitration provision and/or this Card Agreement will control. The arbitrator will honor all claims of privilege recognized by law. Subject to the prohibition on class, representative, and consolidation procedures set forth above, the arbitrator will have the power to award to a party any damages or other relief (including relief in equity) provided for under applicable law. That is, a party will be entitled to recover in arbitration any damages or other relief that it could recover if it prevailed in a court proceeding. An arbitrator's award shall consist of a written statement setting forth the disposition of each Claim. At the request of any party, the arbitrator shall also set forth a written explanation of the essential findings and conclusions on which the award is based. An arbitration award shall decide the rights and obligations only of the parties named in the arbitration, and shall not have any bearing on another person or dispute.

If your Claim is for \$10,000 or less, you may choose whether the arbitration will be conducted solely on the basis of documents, in a telephonic hearing, or in an in-person hearing.

Any in-person hearing will take place in the federal judicial district that includes your billing address at the time the Claim is filed, unless the parties agree to a different place.

The Arbitrator's Decision: The arbitrator's decision will be final and binding on the parties. A party can file a written appeal to the arbitration administrator within thirty (30) days after an award is issued. The appeal will proceed before a panel of three neutral arbitrators designated by the same arbitration administrator. The panel will decide anew all factual and legal issues, following the same rules of procedure, by majority vote any

aspect of the original decision objected to. The costs of such an appeal will be borne in accordance with the below paragraph entitled "Fees and Costs". Any review by a court shall be governed by the Federal Arbitration Act. Any final arbitration award will be binding on the named parties and enforceable by any court having jurisdiction.

Fees and Costs: We will pay any costs that are required to be paid by us under the arbitration administrator's rules of procedure. If you file the arbitration, you will pay your share of the initial filing fee, unless you seek and qualify for a fee waiver under the applicable rules of the arbitration administrator. The party filing an appeal shall be responsible for all filing fees and costs of the appeal unless prohibited by administrator's rules of procedure. All parties are responsible for their own attorney's fees, expert fees and any other expenses, unless the arbitrator awards such fees or expenses to you or us if allowed by applicable law.

Other Parties Subject to this Agreement to Arbitrate: In addition to you and us, the rights and duties described in this agreement to arbitrate apply to: any third party co-defendant of a claim subject to this arbitration provision; all joint account holders, Additional Cardholders, and Authorized Users of your Account(s).

How to REJECT this Agreement to Arbitrate: You can reject this agreement to arbitrate but only if we receive from you a written notice of rejection within 45 days after it was first provided to you. To reject this agreement to arbitrate you must send the notice of rejection to: Credit One Bank, Attention: Arbitration Opt Out, P. O. Box 98873, Las Vegas, NV 89193-8873. Rejection notices sent to any other address will not be accepted or effective. If you decide to reject this agreement to arbitrate in writing, your notice must state that you reject this agreement to arbitrate and include your name, address, account number, and personal signature. Rejection of arbitration will not affect your other rights or responsibilities under this Card Agreement.

Survival, Severability, and Amendment of Terms:

Survival. This agreement to arbitrate shall survive changes in the Agreement and termination of the Account or the relationship between you and us, including the bankruptcy of any party and any transfer or sale of your Account, or amounts owed on your Account, to another person or entity.

Severability. If any part or parts of your agreement to arbitrate are declared unenforceable, then such specific part or parts shall be of no force or effect and shall be severed, but the remainder of this agreement to arbitrate shall continue in full force and effect. If, however, the entire agreement to arbitrate or your waiver of the right to bring or participate in a class or representative action or in consolidation procedures is unenforceable, then the agreement to arbitrate shall be of no force or effect. Notwithstanding the preceding sentence, with respect to California Account Holders, if arbitration is unenforceable, in whole or in part, you and we agree to resolve any Claim by a judicial reference proceeding as described above.

Amendment in Writing Only. This agreement to arbitrate may not be amended, severed, or waived, except as expressly provided in the Agreement or in a written agreement between you and us.

Other Information

Transactions in Foreign Currencies: If you make a transaction at a merchant that settles in a currency other than U.S. dollars, Mastercard International Incorporated or Visa Incorporated will convert that charge into a U.S. Dollar amount. That conversion will be done at a rate selected by Mastercard or Visa from the range of rates available in wholesale currency markets for the applicable central processing date, which rate may vary from the rate Mastercard or Visa itself receives, or the government-mandated rate in effect for the applicable central processing date. The currency conversion rate used on the processing date may differ from the rate that would have been used on the purchase date or on the date the transaction is posted to your Account. You agree to pay the converted amount, including any charges for the conversion that may be imposed as described above.

Changes to Your Agreement: The rates, fees and terms of this Agreement may change and we may add or delete any term to this Agreement, consistent with applicable law. We will give you advance written notice of these changes and a right to reject the change, if required by law.

Unauthorized Use: Notify us immediately if your Card is lost or stolen or you suspect that someone is using your Card or Account without your permission.

Assignment: We may assign any or all of our rights and obligations under this Agreement. You may not assign any of your rights or obligations under this Agreement.

No Waiver: We will not lose our rights under this Agreement because we delay or do not enforce them.

Governing Law: This Agreement is governed by and interpreted in accordance with the laws applicable to national banks, and, where no such laws apply, by the laws of the State of Nevada, excluding the conflicts of law provisions thereof, regardless of your state of residence.

Conformance with Law; Severability: If any part of this Agreement conflicts with applicable law, that provision will be considered modified to conform to applicable law. If any part of this Agreement is invalid, the rest shall remain in effect, except as otherwise noted in the Arbitration Provision.

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 the Billing Inquiries address on the statement.

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 \$50.00 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 \$50.00. (Note: Neither of these are necessary if your purchase was based on an advertisement we mailed to you, or if we own or operate 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 the Billing Inquiries address shown on your statement.

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

Cash Back Rewards Program Supplement

This Supplement describes the terms and conditions of the Credit One Bank Cash Back Rewards Program ("Program") and supplements the Card Agreement that governs your credit card account issued by Credit One Bank, N.A. (the "Account"). By using the Account, you agree to participate in the Program. Your participation is subject to the terms of the Card Agreement, including the arbitration provision, if applicable, and this Supplement. In the event of a conflict between the Card Agreement and this Supplement, with respect to matters relating to the Program, this Supplement controls.

Earning Cash Back Rewards: You earn cash back rewards in the form of an automatic statement credit for purchases using your Account minus returns, refunds, disputed charges and fraudulent transactions ("Net Eligible Purchases"), as follows:

- 5% cash back rewards on eligible gas, grocery, mobile phone service, and internet, cable and satellite TV service purchases for the first \$5,000 per calendar year in eligible gas, grocery, mobile phone service, and internet, cable and satellite TV service purchases, and then 1% thereafter.
- ❖ **Certain Non-Eligible Purchases.** You will only earn 1% cash back rewards, not 5%, for:
 - Any purchase at a warehouse club (including but not limited to Sam's Club and Costco);
 - Groceries purchased at stores that sell groceries and other products like drugstores and convenience stores or at smaller stores like bakeries, candy, nut or confection stores;
 - Purchases for oil or propane or at home heating companies; and
 - Purchases made with PayPal or at a discount supercenter (including but not limited to Wal-Mart and Target).
- 1% cash back rewards on all other purchases, including, the non-eligible purchases listed above.

You do not earn cash back rewards on Cash Advances, Balance Transfers, unauthorized charges, items returned for credit, interest, fees, and other charges. We will post a statement credit to your Account within seven days after the end of the month based on the Net Eligible Purchases made with your Account from the 27th of the previous month to the 26th of the current month. If your Account is in default, as defined in your Card Agreement, at the time any credit is to be posted, you WILL NOT receive the applicable credit. Cash back rewards have no cash value.

Merchant Categories: Merchants who accept credit cards are assigned a merchant code, which is determined by the merchant or its processor in accordance with the applicable credit card network's procedures based on the kinds of products and services they primarily sell. We have no control over merchant codes. Please note:

- We make every effort to include all relevant merchant codes in our cash back rewards categories. However, even though a merchant or some of the items that it sells may appear to fit within a cash back rewards category, the merchant may not have a merchant code in that category. When this occurs, purchases with that merchant won't qualify for cash back rewards on purchases in that category.
- Although a merchant or the items that it sells may appear to fit the cash back rewards categories, the merchant may not have or use an eligible merchant code. Purchases made without an eligible code WILL NOT qualify for cash back rewards. A merchant with more than one location may submit purchases using different codes, including codes that are not eligible under this Program. This means that purchases from the same merchant at a different location may result in no cash back rewards.
- Purchases submitted by you, an authorized user, or the merchant through third-party payment accounts, mobile or wireless card readers, online or mobile digital wallets, or similar technology will not qualify in a cash back rewards category if the technology is not set up to process the purchase in that cash back rewards category.

Program Restrictions: You will receive an automatic cash back rewards credit on each statement that has at least one Net Purchase. Automatic statement credits for cash back rewards will reduce the balance on your Account but will not count as payments. You will still be required to pay at least the Minimum Payment Due as shown on your billing statement each month. You WILL NOT earn cash back rewards for Purchases made while your Account is in default as defined within your Card Agreement. This Program excludes Accounts already enrolled in a different Credit One Bank cash back rewards program.

Changes: The Program may be changed (added to, modified or deleted) by us at any time, including without limitation amendments to the definition of eligible and non-eligible purchase at any time without notice. We will give you prior notice to the extent required by law. Any revisions may affect your ability to earn cash back rewards.

Termination: We may suspend or terminate the Program or your participation in the Program at any time without prior notice. In such event, we will evaluate your Account for any eligible cash back rewards as of the Program termination date. Provided that you meet all of the other Program Restrictions listed above at that time, you will receive a distribution of the cash back rewards earned during the current billing period in the form of a statement credit.

Limited Liability: Unless otherwise required by law, this Program, or our Card Agreement with you, we will not be liable to you or anyone making a claim on your behalf, in connection with: (1) any change or termination of the Program; (2) any loss, damage, expense or inconvenience caused by any occurrence outside of our control; (3) any taxes that you incur as a result of receiving cash back rewards, payment of which taxes will be your responsibility; (4) any merchandise or services you purchase, or for any direct, indirect or consequential damages with respect to the use of your Account. In any event, any liability that Credit One Bank may have to you in connection with the Program shall be limited to the amount of any cash back rewards you have earned in this Program. The Program and cash back rewards are void or limited where prohibited or restricted, respectively, by federal, state or local law.

Pricing Summary

Interest Rates and Interest Charges	
ANNUAL PERCENTAGE RATE (APR) for Purchases	23.99% This APR will vary with the market based on the Prime Rate.
APR for Balance Transfers	23.99% This APR will vary with the market based on the Prime Rate.
APR for Cash Advances	23.99% This APR will vary with the market based on the Prime Rate.
Paying Interest	Your due date is at least 24 days after the close of each billing cycle. We will not charge you any interest on Purchases if you pay your entire balance by the due date each month. We will begin charging interest on Cash Advances and Balance Transfers from the posting date.
Minimum Interest Charge	If you are charged interest, the charge will be no less than \$1.00.
For Credit Card Tips from the Consumer Financial Protection Bureau	To learn more about factors to consider when applying for or using a credit card, visit the website of the Consumer Financial Protection Bureau at http:// www.consumerfinance.gov/learnmore .
Fees	
Annual Fee	\$39
Transaction Fees <ul style="list-style-type: none"> • Balance Transfer • Cash Advance • Foreign Transaction 	Either \$5 or 8% of the amount of each Balance Transfer, whichever is greater. Either \$5 or 8% of the amount of each Cash Advance, whichever is greater. Either \$1 or 3% of the amount of each purchase in U.S. dollars, whichever is greater.
Penalty Fees <ul style="list-style-type: none"> • Late Payment • Returned Payment 	Up to \$39* Up to \$39**

How We Will Calculate Your Balance: We use a method called “average daily balance (including new Purchases).” See your Card Agreement for more details.

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

***Late Payment Fee:** We will charge the maximum safe harbor amount, which is set annually in accordance with 12 C.F.R 1026.52(b)(1)(ii)(D). Currently the fee is \$29, unless you incurred a Late Payment Fee during the prior six billing cycles. If you did, the fee is currently \$39. This fee will not exceed

the related Minimum Payment that was due. We charge a Late Payment Fee to your Account if at least the Amount Due This Period (less any Late Payment Fee for the current billing cycle) plus any Past Due Amount is not received by 5:00 p.m. PT on the Payment Due Date shown on your statement.

****Returned Payment Fee:** We will charge the maximum safe harbor amount, which is set annually in accordance with 12 C.F.R 1026.52(b)(1)(ii)(D). If a payment is not honored upon first presentment, even if the payment is later honored, a Returned Payment Fee will be charged to your Account. Currently, the fee is \$29, unless you incurred a Returned Payment Fee in the prior six billing cycles. If you did, the fee is currently \$39. This fee will not exceed the related Minimum Payment that was due.

Additional Rate Information: The Purchase, Balance Transfer and Cash Advance APR equals the Prime Rate plus a margin of 20.74%. This corresponds to a monthly periodic rate of 1.99917%.

Minimum Payments: You may pay the entire New Balance shown on your billing statement at any time. Each billing period you must pay at least the Minimum Payment Due by the Payment Due Date shown on your billing statement. The Minimum Payment Due will be the sum of:

- 5% of your outstanding balance, rounded up to the next whole dollar, or \$30, whichever is greater;
- any Late Payment Fee for the current billing cycle;
- and any Past Due Amount (excluding any past due Late Payment Fees).

The Agreement

This Agreement, together with the Pricing Summary, is your contract with us.

Accepting this Agreement: You accept this Agreement when you use the Account. You may still reject this Agreement if you have not yet used the Card, used the Account, or paid a fee after receiving a billing statement. To reject the Agreement, call us at 866-515-5721 or write us at Bank Card Center, P.O. Box 95516, Las Vegas, NV 89193-5516. If you reject the Agreement, you are not responsible for any fees or charges.

Arbitration: This Agreement includes an Arbitration Provision with class action and jury trial waivers. You can reject the Arbitration Provision. See "How to REJECT this agreement to arbitrate" in the Arbitration section. If you do not, it will be part of this Agreement.

Promise to Pay: You agree to pay us for all amounts due on your Account, including credit for Purchases, Balance Transfers, and Cash Advances, as well as interest charges and fees. This includes charges made by Additional Cardholders and other Authorized Users.

Definitions

Account means the Credit One Bank card account under this Agreement.

Authorized User means any person you allow to use your Account or Card, including Additional Cardholders. If the Authorized User has been issued a Card and you want to terminate the Authorized User, you must notify us by telephone or in writing.

Balance Transfer means a transaction we designate that allows you to use your Account to pay another creditor or yourself. Balance Transfers cannot be used to pay us or our affiliates. A Balance Transfer will be subject to the terms of the Balance Transfer offer and this Agreement.

Card refers to one or more cards or access devices, including your Account number, that we give you or someone else with your authorization to get credit under this Agreement.

Cardholder refers to each person with a card issued in their name.

Cash Advance means the use of your Account to obtain funds at a financial institution or the use of a Convenience Check.

Convenience Check means a check we issue to you to take a Cash Advance. You may not use these checks to pay us or our affiliates.

Purchase means the use of the Account to obtain goods or services.

Prime Rate means the highest U.S. Prime Rate in the Money Rates section of The Wall Street Journal on the 25th day of the month, or the next day if that day is not a publication day. If The Wall Street Journal does not publish the U.S. Prime Rate, we may substitute another index.

we, us, our, and Credit One Bank refer to Credit One Bank, N.A., the issuer of your Card.

you, and **your** refer to each person who has applied for the Account and where appropriate, the Authorized User.

Features and Use of Your Account

Using Your Card: You may make Purchases wherever the Card is accepted. You may use the Account to obtain Cash Advances, but you may not make more than two Cash Advance transactions per day and you may not obtain more than \$200 in Cash Advances per day. You may use the Account only for personal, family, or household purposes, and if your Account is used for any other purpose you are still responsible for such use. You may not use the Account for business or commercial purposes. The Account may not be used for online or internet gambling or illegal purposes.

Your Credit Limit: We will tell you your credit limit. Keep your Account balance below your credit limit. If you do not, you must still pay us. We may designate part of your credit limit as a Cash Advance limit and part as a Balance Transfer limit. We may change your credit limit(s) at any time, without notice. You may use a portion of your credit limit for Cash Advances and Balance Transfers. Each Purchase, Cash Advance, and Balance Transfer obtained will reduce the amount of available credit under your credit limit until it is repaid. We may delay increasing your available credit by the amount of payment that we receive for up to 12 calendar days.

Credit Limit Increase: To request a credit limit increase contact the Customer Service number on your statement. We may impose a fee for processing the request.

Credit Authorizations: We may decline to authorize a transaction for any reason. We will not be liable to you if we decline a transaction or if anyone refuses any use of your Card.

Automatic Billing: You may set up automatic billing with a merchant. You authorize us to provide an updated Account number or Card expiration date to any merchant at our discretion. Contact the merchant to stop automatic billing.

Joint Accounts: If this is a joint account, each of you is responsible individually and together for all amounts owed. Each of you is responsible even if the Account is used by only one of you. You will continue to be liable for the entire balance of the Account, even if your co-applicant is ordered by a court to pay us. You will remain liable to us if your co-applicant fails to pay as ordered by the court. Your Account status will continue to be reported to the credit reporting agencies under each of your names. The delivery of notices or billing statements to either of you serves as delivery to each of you. We may rely on instructions given by either of you. We are not liable to either of you for relying upon such instructions.

Electronic Access: Applications (apps) on electronic devices (such as mobile wallets) can store your Card and can be used to get credit under this Agreement. Such transactions are covered by this Agreement. Apps may have separate terms of use. We are not responsible if you violate those terms or for any consequences from violating those terms.

Additional Cardholder: At your request, we may, at our discretion, issue, in the name of another person, an additional Card on your Account. That person is an Additional Cardholder, as well as an Authorized User. An Additional Cardholder has access to certain Account information including balance, available credit and payment information. If you advise us that the Additional Cardholder is your spouse, information regarding the Account will be provided to consumer reporting agencies in your name as well as in the name of the Additional Cardholder. By requesting that we add an Additional Cardholder to your Account, you represent that you (1) have the consent of the Additional Cardholder to be added to the Account, (2) have provided a copy of this Agreement to the Additional Cardholder, and (3) if the Additional Cardholder is your spouse, you have told the Additional Cardholder that Credit One Bank will furnish credit information about them to the credit reporting agencies in connection with the Account. The Additional Cardholder may report the Card lost or stolen and may remove him or herself from the Account.

Interest Rates and Interest Changes

Annual Percentage Rates (APRs): See the Pricing Summary for your APRs. The APR for Balance Transfers will be the same as the APR for standard Purchases, unless a promotional rate applies.

Variable Rates: Your Pricing Summary indicates whether you have any variable APRs. Variable APRs are determined by adding to the Prime Rate the number of percentage points ("margin") specified in the Pricing Summary. Variable APRs will increase or decrease when the Prime Rate changes. The APR change will take effect beginning with billing cycles that end on or after the first day of the month after the month in which the Prime Rate changes. An increase in the APR will increase your interest charges and may increase your Minimum Payment Due.

Average Daily Balance Method (including new transactions): We calculate interest each billing cycle by first figuring the "average daily balance" for each type of balance. Standard Purchases, standard Cash Advances, standard Balance Transfers, and each promotional offer, are all types of balances.

For each type of balance, for each billing cycle, we start with the balance on the last day of your previous billing cycle. We subtract any unpaid interest. This is the beginning balance each day. Each day of the billing cycle we subtract any new payments and credits applied to that type of balance. We add any new transactions and fees for that type of balance. We add Purchases, Cash Advances, and Balance Transfers on the post date. We add transaction fees on promotional rate and non-promotional rate Balance Transfers to the same type of balance as the transaction. We add all other fees to the standard Purchase balance. This gives us the daily balance for that type of balance, except that if the daily balance is negative, we treat it as zero. We then add up all of the daily balances and divide by the number of days in the billing cycle. This gives us the "average daily balance" for that type of balance. We multiply the average daily balance by the applicable monthly periodic rate (the APR divided by 12). This gives us the interest charged for that type of balance for that billing cycle. This interest is included in the Account balance on the last day of the billing cycle. The results for all types of balances are then added together to determine the total interest charged that billing cycle.

When Interest Begins: We begin to impose interest on a transaction or fee from the day we add it to the daily balance. We continue to impose interest until you pay the total amount you owe us. You can avoid paying interest on Purchases as described below. However, you cannot avoid paying interest on Balance Transfers or Cash Advances.

How to Avoid Paying Interest on Purchases ("Grace Period"): If you pay the New Balance on your billing statement by the Payment Due Date shown on that billing statement, we will not impose interest on new Purchases paid by the Payment Due Date on your current billing statement. The Payment Due Date will be at least 24 days after the close of the billing cycle. If you have been paying your Account balance in full and thereby avoiding interest on Purchases, but then do not pay the next New Statement Balance in full by the Payment Due Date, in that billing cycle we will start charging interest on the unpaid portion of your balance.

Fees

See the Pricing Summary for additional Fee information.

Annual Fee: If your Account is subject to an Annual Fee, the amount and when it is billed is shown on the Pricing Summary. The Annual Fee is billed to the Account until the Account is closed and the outstanding balance is paid in full. The Annual Fee is refundable as long as you cancel your Account and have not used your card for any Purchases, Cash Advances, or Balance Transfers and you have not made a payment.

Credit Limit Increase Fee: If a fee is imposed for processing a Credit Limit increase request, we will tell you the amount of the fee at the time of your request and before you agree to it.

Transaction Fee for Balance Transfers: The transaction fee for Balance Transfers will be the same as the transaction fee for Cash Advances, unless a promotional fee applies.

Foreign Transaction Fee: We add this fee for each purchase made outside the U.S. (A purchase is made outside the U.S. unless it is made with a U.S. merchant, processed completely in the U.S., and in U.S. dollars.) The fee is a percentage of the U.S. dollar amount of the purchase.

Optional Express Payment Service Fee: If a representative of ours helps expedite your payment, we may impose an Express Payment fee. You will be informed of the amount of the fee before you complete the transaction.

Duplicate Statement Fee: If you request a duplicate copy of a monthly statement, for any purpose other than to assert a billing error, you will be charged a fee of up to \$10 for each statement copy requested.

Sales Slip Request Fee: If you request a copy of a sales slip, for any purpose other than to resolve a dispute about the charges on your Account, you will be charged a fee of \$6 for each sales slip copy requested.

Replacement Card Fee: If you request a replacement card, a Replacement Card Fee of up to \$25 may be charged to your Account.

Payments

Minimum Payment Due: See the Pricing Summary for the minimum payment requirements.

Small Balances: As it is uneconomical for both you and us to process payments or maintain credits that are \$1 or less in amount, you agree as follows: (1) In any billing cycle in which you have had no transactions and your New Balance on the billing date is \$1 or less, the balance will be rounded to zero and you will not receive a bill for this amount. (2) In the event that you have a credit balance of \$1 or less for two consecutive billing cycles, the balance will be rounded to zero and you will not receive a refund of this amount.

Payment Instructions: You must pay us in U.S. dollars, in funds on deposit in the U.S. We credit your payments in accordance with the terms contained on your billing statement. If you mail your payment to an address other than the address designated on your billing statement, there may be a delay in processing and crediting the payment to your Account.

Irregular Payments: Any payment submitted in offer of settlement of a disputed debt, including any item containing a notation such as "paid in full," and any other item with a restrictive endorsement, must be sent to: Credit One Bank, P.O. Box 95516, Las Vegas, NV 89193-5516. We can accept late payments, partial payments, and checks or other items with restrictive endorsements at any other address without losing any of our rights under this Agreement.

Postdated Checks: You agree that we need not examine any payment check to confirm that it is not postdated and that we may deposit any postdated check on the day we receive it.

Payment Allocation: We apply payments up to the Minimum Payment Due and credits at our discretion, which may result in balances at lower APRs being paid first and higher interest charges. Payments over the Minimum Payment Due will be applied to balances with higher APRs first.

Collecting, Sharing, and Updating Information

Customer Privacy: We send you our Privacy Policy when you open your Account and thereafter in accordance with applicable law. It summarizes the personal information we collect; how we safeguard its confidentiality and security; when it may be shared with others; and how you can limit our sharing of this information. You accept the terms of our Privacy Policy when you use the Account. Contact us or visit CreditOne.com if you would like a copy.

Information About You: You authorize us to obtain and/or use information about you from third parties and credit reporting agencies to: (1) verify your identity and/or conduct investigative inquiries; (2) determine your income and credit eligibility; (3) review your Account and provide renewal of credit; (4) verify your current credit standing in order to present future credit limit increases or decreases; (5) qualify you for and present additional lines of credit or other offers; and (6) collect amounts owing on your Account. Upon request, we will tell you the name and address of any credit reporting agency that provided us with information concerning you.

Furnishing Information: We may furnish information concerning your Account or credit file to consumer reporting agencies and others who may properly receive that information. If you believe that information we furnished is inaccurate or incomplete, please write us at Credit One Bank, P. O. Box 98873, Las Vegas, NV 89193-8873. Please include your name, address, home phone number and Account number.

Telephone Calls, Text Messages and Emails Regarding Your Account: You are providing express written permission and consent authorizing Credit One Bank and our agents, servicers, contractors, subsidiaries, affiliates, officers, and other partners and employees to contact you at any phone number (including mobile, cellular/wireless, or similar devices) or email address you provide at any time, for any lawful purpose. The ways in which we may contact you include live operator, automatic telephone dialing systems (auto-dialer), prerecorded and artificial voice message, text/SMS message or email. Phone numbers and email addresses you provide include those you give to us, those from which you, or someone acting on your behalf, contact us or which we obtain through other means. If you provide a phone number for which you are not the owner, you confirm you are authorized to provide that number. Such lawful purposes include, but are not limited to: obtaining information; activation of the card for verification and identification purposes; account transactions or servicing related matters; suspected fraud or identity theft; collection on the Account; and providing information about special products and services. You agree to pay any fee(s) or charge(s) that you may incur for incoming communications from us or outgoing communications to us, to or from any such number or email address, without reimbursement from us.

Communication Revocation: You may revoke your authorization for most communications. However, you cannot revoke authorization for fraud related communications or legally required communications. To change your communication preferences or to revoke consent you must write us. Please:

- include your name, mailing address, and the last four digits of your Account number;
- specify whether you are changing your preferences regarding mail, telephone calls, emails, and/or text or SMS messages;
- provide the specific phone number(s) and/or email address for which you are requesting communications to cease;
- send this written notice to: Credit One Bank, P.O. Box 98873, Las Vegas, NV 89193-8873.

Certain communication preferences can be changed on-line. Please log in to your Account to see if that option is available.

Telephone Monitoring: You agree that we (and our servicers, agents and contractors) may monitor and record any calls between you and us.

Updating Your Phone Number: Notify us immediately if you change mobile or cell phone numbers or plan to give your phone to someone else. It is your responsibility to provide us with a true, accurate and complete mobile number and to maintain and update promptly any changes in this information. You can update your mobile number by calling us at the phone number on the back of your Card.

Indemnification: If you provide telephone number(s) for which you are not the subscriber, or fail to notify us when you cease to be the subscriber for a telephone number you previously gave us, you agree to indemnify us, our subsidiaries, affiliates, officers, agents, servicers, contractors, and other partners and employees for any costs and expenses, including reasonable attorneys' fees, incurred as a result of us contacting or attempting to contact you at the number(s). Your obligation under this paragraph shall survive termination of the Agreement.

Account Closure

Default: You are in default under this Agreement if (1) bankruptcy or another insolvency proceeding is filed by or against you; (2) we reasonably believe you are unable or unwilling to repay us; (3) you die or are legally incompetent or incapacitated; (4) you fail to comply with the terms of this Agreement, including failing to make a required payment when due, exceeding your credit limit or using your Card or Account for an illegal transaction; (5) you give us misleading, false, incomplete or incorrect information or fail to give us any information we deem necessary; or (6) if you no longer permanently reside in one of the 50 states or the District of Columbia. If you are in default, we may declare the entire Account balance immediately due and payable without advance notice.

Collection Costs: If we use an attorney to collect your Account, we may charge you our legal costs as permitted by law. These include reasonable attorneys' fees, court or other collection costs, and fees and costs of any appeal.

Closing Your Account: You may close your Account at any time. You will remain responsible for any amount you owe us under this Agreement. Any joint Cardholder may cancel a joint Account. However, both of you will remain responsible for paying all amounts owed. If your Account is subject to an Annual Fee, the fee will continue to be charged until you pay your outstanding balance in full.

We may cancel, suspend or not renew your Card, Account, or access to the credit line at any time and for any reason without notice. If your Account is closed by us, the Annual Fee will continue to be charged until you pay your outstanding balance in full.

However, when your Account is closed, if there is: (1) a debit balance of \$1 or less, that balance will be rounded to zero and you will not be required to pay this amount; or (2) a credit balance of \$1 or less, that balance will be rounded to zero and this amount will not be refunded to you. The rounding to zero may occur after your closing statement cycles, and you may not receive a statement reflecting the rounding.

Arbitration Agreement

PLEASE READ CAREFULLY—IMPORTANT—AFFECTS YOUR LEGAL RIGHTS

This agreement to arbitrate provides that you or we can require controversies or disputes between us to be resolved by BINDING ARBITRATION. You have the right to REJECT this agreement to arbitrate by using the procedure explained below.

If you do not reject this agreement to arbitrate, you GIVE UP YOUR RIGHT TO GO TO COURT and controversies or disputes between us will be resolved by a NEUTRAL ARBITRATOR INSTEAD OF A JUDGE OR JURY, using rules that are simpler and more limited than in a court. Arbitrator decisions are subject to VERY LIMITED REVIEW BY A COURT. Arbitration will proceed INDIVIDUALLY— CLASS ACTIONS AND SIMILAR PROCEDURES WILL NOT BE AVAILABLE TO YOU.

Agreement to Arbitrate: You and we agree that either you or we may, without the other's consent, require that controversies or disputes between you and us (all of which are called "Claims"), be submitted to mandatory, binding arbitration. This agreement to arbitrate is made pursuant to a transaction involving interstate commerce, and shall be governed by, and enforceable under, the Federal Arbitration Act (the "FAA"), 9 U.S.C. §1 et seq., and (to the extent State law is applicable), the laws of the State of Nevada.

For purposes of this agreement to arbitrate, "you" includes you, any co-applicant, any Authorized User (including Additional Cardholders), or anyone else connected with you or claiming through you; and "we" or "us" includes Credit One Bank, N.A., all of its parents, subsidiaries, affiliates, successors, predecessors, employees, and related persons or entities, and all third parties who are regarded as agents or representatives of us in connection with the subject matter of the claim or dispute at issue.

Covered Claims: Claims subject to arbitration include, but are not limited to, any controversies or disputes arising from or relating in any way to your Account; any transactions involving your Account; any disclosures made to you concerning your Account; any interest, charges, or fees assessed on your Account; any service(s) or programs related to your Account; and, if permitted by the rules of the arbitration forum, any collection of debt related to your Account. Claims also include controversies or disputes arising from or relating in any way to advertising, solicitations, or any application for, approval of, or establishment of your Account. Claims subject to arbitration include any controversies or disputes based on any theory of law, whether contract, tort, statute, regulation, common law, or equity, or whether they seek legal or equitable remedies. All Claims are subject to arbitration whether

they arose in the past, may currently exist, or may arise in the future. Arbitration will apply even if your Account is closed, you pay us in full any outstanding debt you owe, or you file for bankruptcy. Also, controversies or disputes about the validity, enforceability, coverage, meaning, or scope of this agreement to arbitrate or any part thereof are subject to arbitration and are for the arbitrator to decide. Any questions about what Claims are subject to arbitration shall be resolved by interpreting this agreement to arbitrate in the broadest way the law will allow it to be enforced.

Claims Not Covered: Claims (whether brought initially or by counter or cross-claim) are not subject to arbitration if they are filed by you or us in a small claims court, so long as the case remains in such court and only individual claims for relief are advanced in the case.

No Class Arbitration or Consolidation or Joinder of Parties: Class actions and other similar procedures in which individuals seek to represent similarly situated individuals or seek relief on behalf of the general public, and consolidation or joinder of Claims (except for claimants on the same account), are NOT available under this agreement to arbitrate. Claims in arbitration will proceed on an INDIVIDUAL basis only:

UNLESS YOU REJECT THIS AGREEMENT TO ARBITRATE, YOU AND WE WAIVE THE RIGHT TO ASSERT OR PARTICIPATE
IN A CLASS ACTION OR ANY REPRESENTATIVE OR CONSOLIDATED PROCEEDING IN COURT OR IN ARBITRATION.

The arbitrator shall have no authority to entertain any Claim as a class action or private attorney general action or on any other similar representative basis, nor shall the arbitrator have any authority to consolidate or join Claims brought by separate claimants (except for claimants on the same account). This also means that the arbitrator shall have no authority to make any award for the benefit of, or against, any person other than the individual who is the named party.[†]

†Notice to California Account Holders: This agreement to arbitrate shall not be construed to prevent you from seeking in the arbitration the remedy of public injunctive relief if (a) you reside in California, (b) you resided in California at the time you entered into this agreement to arbitrate, or (iii) the billing address for your Account is a California address (hereafter, "California Account Holder").

Initiation of Arbitration: The arbitration shall be administered by the American Arbitration Association ("AAA") before a single arbitrator under the AAA's Consumer Arbitration Rules, or by a mutually agreeable administrator, before a single arbitrator, as modified by this arbitration provision. Information about the arbitration process for AAA can be obtained from the AAA at www.adr.org. The arbitrator shall be selected from the AAA (or mutually agreeable administrator) panel of neutrals then active on the roster maintained by the AAA (or mutually agreeable administrator) office located in the city of or nearest to your billing address and, unless otherwise mutually agreed, the arbitrator shall be a retired federal judge, a retired state appellate judge, a retired state trial judge, or a lawyer with at least 15 years of experience in that order of preference.

In the event that the AAA or mutually agreeable administrator is unable or unwilling to handle the Claim for any reason, then the matter shall be arbitrated instead by a neutral arbitrator selected by agreement of the parties (or, if the parties cannot agree, selected by a court in accordance with the FAA).

Arbitration Procedures and Applicable Law; Offer of Settlement: Unlike a lawsuit in state or federal court, arbitration is conducted by a private organization that specializes in alternative dispute resolution. Disputes in arbitration are decided by a neutral arbitrator instead of a judge or jury. You may represent yourself in arbitration, or you may be represented by a lawyer.

Under this agreement to arbitrate, a single arbitrator designated by the arbitration administrator will decide the Claim under applicable law. The arbitrator is bound by the terms of this agreement to arbitrate. The AAA or mutually agreeable administrator will apply its code of procedures in effect at the time the arbitration claim is filed. If there is a conflict between that code of procedures and this arbitration provision and/or any sections of this Card Agreement, this arbitration provision and/or this Card Agreement will control. The arbitrator will honor all claims of privilege recognized by law. Subject to the prohibition on class, representative, and consolidation procedures set forth above, the arbitrator will have the power to award to a party any damages or other relief (including relief in equity) provided for under applicable law. That is, a party will be entitled to recover in arbitration any damages or other relief that it could recover if it prevailed in a court proceeding. An arbitrator's award shall consist of a written statement setting forth the disposition of each Claim. At the request of any party, the arbitrator shall also set forth a written explanation of the essential findings and conclusions on which the award is based. An arbitration award shall decide the rights and obligations only of the parties named in the arbitration, and shall not have any bearing on another person or dispute.

If your Claim is for \$10,000 or less, you may choose whether the arbitration will be conducted solely on the basis of documents, in a telephonic hearing, or in an in-person hearing.

Any in-person hearing will take place in the federal judicial district that includes your billing address at the time the Claim is filed, unless the parties agree to a different place.

The Arbitrator's Decision: The arbitrator's decision will be final and binding on the parties. A party can file a written appeal to the arbitration administrator within thirty (30) days after an award is issued. The appeal will proceed before a panel of three neutral arbitrators designated by the same arbitration administrator. The panel will decide anew all factual and legal issues, following the same rules of procedure, by majority vote any

aspect of the original decision objected to. The costs of such an appeal will be borne in accordance with the below paragraph entitled "Fees and Costs". Any review by a court shall be governed by the Federal Arbitration Act. Any final arbitration award will be binding on the named parties and enforceable by any court having jurisdiction.

Fees and Costs: We will pay any costs that are required to be paid by us under the arbitration administrator's rules of procedure. If you file the arbitration, you will pay your share of the initial filing fee, unless you seek and qualify for a fee waiver under the applicable rules of the arbitration administrator. The party filing an appeal shall be responsible for all filing fees and costs of the appeal unless prohibited by administrator's rules of procedure. All parties are responsible for their own attorney's fees, expert fees and any other expenses, unless the arbitrator awards such fees or expenses to you or us if allowed by applicable law.

Other Parties Subject to this Agreement to Arbitrate: In addition to you and us, the rights and duties described in this agreement to arbitrate apply to: any third party co-defendant of a claim subject to this arbitration provision; all joint account holders, Additional Cardholders, and Authorized Users of your Account(s).

How to REJECT this Agreement to Arbitrate: You can reject this agreement to arbitrate but only if we receive from you a written notice of rejection within 45 days after it was first provided to you. To reject this agreement to arbitrate you must send the notice of rejection to: Credit One Bank, Attention: Arbitration Opt Out, P. O. Box 98873, Las Vegas, NV 89193-8873. Rejection notices sent to any other address will not be accepted or effective. If you decide to reject this agreement to arbitrate in writing, your notice must state that you reject this agreement to arbitrate and include your name, address, account number, and personal signature. Rejection of arbitration will not affect your other rights or responsibilities under this Card Agreement.

Survival, Severability, and Amendment of Terms:

Survival. This agreement to arbitrate shall survive changes in the Agreement and termination of the Account or the relationship between you and us, including the bankruptcy of any party and any transfer or sale of your Account, or amounts owed on your Account, to another person or entity.

Severability. If any part or parts of your agreement to arbitrate are declared unenforceable, then such specific part or parts shall be of no force or effect and shall be severed, but the remainder of this agreement to arbitrate shall continue in full force and effect. If, however, the entire agreement to arbitrate or your waiver of the right to bring or participate in a class or representative action or in consolidation procedures is unenforceable, then the agreement to arbitrate shall be of no force or effect. Notwithstanding the preceding sentence, with respect to California Account Holders, if arbitration is unenforceable, in whole or in part, you and we agree to resolve any Claim by a judicial reference proceeding as described above.

Amendment in Writing Only. This agreement to arbitrate may not be amended, severed, or waived, except as expressly provided in the Agreement or in a written agreement between you and us.

Other Information

Transactions in Foreign Currencies: If you make a transaction at a merchant that settles in a currency other than U.S. dollars, Mastercard International Incorporated or Visa Incorporated will convert that charge into a U.S. Dollar amount. That conversion will be done at a rate selected by Mastercard or Visa from the range of rates available in wholesale currency markets for the applicable central processing date, which rate may vary from the rate Mastercard or Visa itself receives, or the government-mandated rate in effect for the applicable central processing date. The currency conversion rate used on the processing date may differ from the rate that would have been used on the purchase date or on the date the transaction is posted to your Account. You agree to pay the converted amount, including any charges for the conversion that may be imposed as described above.

Changes to Your Agreement: The rates, fees and terms of this Agreement may change and we may add or delete any term to this Agreement, consistent with applicable law. We will give you advance written notice of these changes and a right to reject the change, if required by law.

Unauthorized Use: Notify us immediately if your Card is lost or stolen or you suspect that someone is using your Card or Account without your permission.

Assignment: We may assign any or all of our rights and obligations under this Agreement. You may not assign any of your rights or obligations under this Agreement.

No Waiver: We will not lose our rights under this Agreement because we delay or do not enforce them.

Governing Law: This Agreement is governed by and interpreted in accordance with the laws applicable to national banks, and, where no such laws apply, by the laws of the State of Nevada, excluding the conflicts of law provisions thereof, regardless of your state of residence.

Conformance with Law; Severability: If any part of this Agreement conflicts with applicable law, that provision will be considered modified to conform to applicable law. If any part of this Agreement is invalid, the rest shall remain in effect, except as otherwise noted in the Arbitration Provision.

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 the Billing Inquiries address on the statement.

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 \$50.00 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 \$50.00. (Note: Neither of these are necessary if your purchase was based on an advertisement we mailed to you, or if we own or operate 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 the Billing Inquiries address shown on your statement.

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

Cash Back Rewards Program Supplement

This Supplement describes the terms and conditions of the Credit One Cash Back Rewards Program ("Program") and supplements the Card Agreement that governs your credit card account issued by Credit One Bank, N.A. (the "Account"). By using the Account, you agree to participate in the Program. Your participation is subject to the terms of the Card Agreement, including the arbitration provision, if applicable, and this Supplement. In the event of a conflict between the Card Agreement and this Supplement, with respect to matters relating to the Program, this Supplement controls.

Earning Cash Back Rewards: You earn cash back rewards in the form of an automatic statement credit equal to 1% of Net Eligible Purchases (as defined below) made with your Account. You do not earn cash back rewards on Cash Advances, Balance Transfers, interest, fees, and other charges. We will post a statement credit to your Account within seven days after the end of the month based on the Net Eligible Purchases made with your Account from the 27th of the previous month to the 26th of the current month. If your Account is in default, as defined in your Card Agreement, at the time the credit is to be posted, you WILL NOT receive the credit. Cash back rewards have no cash value.

Merchant Categories: Merchants who accept Visa/Mastercard credit cards are assigned a merchant code, which is determined by the merchant or its processor in accordance with Visa/ Mastercard procedures based on the kinds of products and services they primarily sell. We group similar merchant codes into Eligible Purchase categories for purposes of making cash back rewards offers to you. Please note:

- We make every effort to include all relevant merchant codes in our cash back rewards categories. However, even though a merchant or some of the items that it sells may appear to fit within a cash back rewards category, the merchant may not have a merchant code in that category. When this occurs, Purchases with that merchant won't qualify for cash back rewards offers on Purchases in that category.
- Although a merchant or the items that it sells may appear to fit the reward categories, the merchant may not have or use an eligible Code. Purchases made without an eligible code WILL NOT qualify for cash back rewards. A merchant with more than one location may submit Purchases using different codes, including codes that are not eligible under this Program. This means that Purchases from the same merchant at a different location may result in no reward.
- Purchases submitted by you, an authorized user, or the merchant through third-party payment accounts, mobile or wireless card readers, online or mobile digital wallets, or similar technology will not qualify in a cash back rewards category if the technology is not set up to process the purchase in that cash back rewards category.

Eligible Purchases: Eligible Purchases are Purchases from merchants in the following categories:

- gasoline,
- grocery (grocery Purchases do not include Purchases at superstores, at stores that sell groceries and other products like drugstores and convenience stores; or at smaller stores like bakeries, candy, nut or confection stores),
- mobile phone service, and
- internet, cable and satellite TV service.

Purchases That Are Not Eligible: Purchases from the following types of merchants are not eligible for cash back rewards:

- oil, propane, home heating companies,
- PayPal,
- warehouse clubs (including but not limited to Sam's Club and Costco),
- discount supercenters (including but not limited to Wal-Mart and Target).

Net Eligible Purchases: Net Eligible Purchases are Eligible Purchases minus any returns, disputed charges, unauthorized charges, illegal or fraudulent charges or other credits for such Purchases.

Program Restrictions: You will receive an automatic cash back rewards credit on each statement that has at least one Net Eligible Purchase. Automatic statement credits for cash back rewards will reduce the balance on your Account but will not count as payments. You will still be required to pay at least the Minimum Payment Due as shown on your billing statement each month. You WILL NOT earn cash back rewards for Purchases made while your Account is in default as defined within your Card Agreement. This Program excludes Accounts already enrolled in a different Credit One cash back rewards program.

Changes: The Program may be changed (added to, modified or deleted) by us at any time, including without limitation amendments to the definition of Eligible Purchases. We will give you prior notice to the extent required by law. The current version of this Program may be found at www.CreditOneBank.com along with the Card Agreement. Any revisions may affect your ability to earn cash back rewards.

Termination: We may suspend or terminate the Program or your participation in the Program at any time without prior notice. In such event, we will evaluate your Account for any eligible cash back rewards as of the Program termination date. Provided that you meet all of the other Program Restrictions listed above at that time, you will receive a distribution of the cash back rewards earned during the current billing period in the form of a statement credit.

Limited Liability: Unless otherwise required by law, this Program, or our Card Agreement with you, we will not be liable to you or anyone making a claim on your behalf, in connection with: (1) any change or termination of the Program; (2) any loss, damage, expense or inconvenience caused by any occurrence outside of our control; (3) any taxes that you incur as a result of receiving cash back rewards, payment of which taxes will be your responsibility; (4) any merchandise or services you purchase, or for any direct, indirect or consequential damages with respect to the use of your Account. In any event, any liability that Credit One may have to you in connection with the Program shall be limited to the amount of any cash back rewards you have earned in this Program. The Program and cash back rewards are void or limited where prohibited or restricted, respectively, by federal, state or local law.

Pricing Summary

Interest Rates and Interest Charges	
ANNUAL PERCENTAGE RATE (APR) for Purchases	24.40% This APR will vary with the market based on the Prime Rate.
APR for Balance Transfers	24.40% This APR will vary with the market based on the Prime Rate.
APR for Cash Advances	24.40% This APR will vary with the market based on the Prime Rate.
Paying Interest	Your due date is at least 24 days after the close of each billing cycle. We will not charge you any interest on Purchases if you pay your entire balance by the due date each month. We will begin charging interest on Cash Advances and Balance Transfers from the posting date.
Minimum Interest Charge	If you are charged interest, the charge will be no less than \$1.00.
For Credit Card Tips from the Consumer Financial Protection Bureau	To learn more about factors to consider when applying for or using a credit card, visit the website of the Consumer Financial Protection Bureau at http:// www.consumerfinance.gov/learnmore .
Fees	
Annual Fee	\$39
Transaction Fees • Balance Transfer • Cash Advance • Foreign Transaction	Either \$5 or 8% of the amount of each Balance Transfer, whichever is greater. Either \$5 or 8% of the amount of each Cash Advance, whichever is greater. Either \$1 or 3% of the amount of each purchase in U.S. dollars, whichever is greater.
Penalty Fees • Late Payment • Returned Payment	Up to \$39* Up to \$39**

How We Will Calculate Your Balance: We use a method called "average daily balance (including new Purchases)." See your Card Agreement for more details.

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

***Late Payment Fee:** We will charge the maximum safe harbor amount, which is set annually in accordance with 12 C.F.R 1026.52(b)(1)(ii)(D). Currently the fee is \$29, unless you incurred a Late Payment Fee during the prior six billing cycles. If you did, the fee is currently \$39. This fee will not exceed the related Minimum Payment that was due. We charge a Late Payment Fee to your Account if at least the Amount Due This Period (less any Late

Payment Fee for the current billing cycle) plus any Past Due Amount is not received by 5:00 p.m. PT on the Payment Due Date shown on your statement.

****Returned Payment Fee:** We will charge the maximum safe harbor amount, which is set annually in accordance with 12 C.F.R 1026.52(b)(1)(ii)(D). If a payment is not honored upon first presentment, even if the payment is later honored, a Returned Payment Fee will be charged to your Account. Currently, the fee is \$29, unless you incurred a Returned Payment Fee in the prior six billing cycles. If you did, the fee is currently \$39. This fee will not exceed the related Minimum Payment that was due.

Additional Rate Information: The Purchase, Balance Transfer and Cash Advance APR equals the Prime Rate plus a margin of 21.15%. This corresponds to a monthly periodic rate of 2.03333%.

Minimum Payments: You may pay the entire New Balance shown on your billing statement at any time. Each billing period you must pay at least the Minimum Payment Due by the Payment Due Date shown on your billing statement. The Minimum Payment Due will be the sum of:

- 5% of your outstanding balance, rounded up to the next whole dollar, or \$30, whichever is greater;
- any Late Payment Fee for the current billing cycle;
- and any Past Due Amount (excluding any past due Late Payment Fees).

The Agreement

This Agreement, together with the Pricing Summary, is your contract with us.

Accepting this Agreement: You accept this Agreement when you use the Account. You may still reject this Agreement if you have not yet used the Card, used the Account, or paid a fee after receiving a billing statement. To reject the Agreement, call us at 866-515-5721 or write us at Bank Card Center, P.O. Box 95516, Las Vegas, NV 89193-5516. If you reject the Agreement, you are not responsible for any fees or charges.

Arbitration: This Agreement includes an Arbitration Provision with class action and jury trial waivers. You can reject the Arbitration Provision. See "How to REJECT this agreement to arbitrate" in the Arbitration section. If you do not, it will be part of this Agreement.

Promise to Pay: You agree to pay us for all amounts due on your Account, including credit for Purchases, Balance Transfers, and Cash Advances, as well as interest charges and fees. This includes charges made by Additional Cardholders and other Authorized Users.

Definitions

Account means the Credit One Bank card account under this Agreement.

Authorized User means any person you allow to use your Account or Card, including Additional Cardholders. If the Authorized User has been issued a Card and you want to terminate the Authorized User, you must notify us by telephone or in writing.

Balance Transfer means a transaction we designate that allows you to use your Account to pay another creditor or yourself. Balance Transfers cannot be used to pay us or our affiliates. A Balance Transfer will be subject to the terms of the Balance Transfer offer and this Agreement.

Card refers to one or more cards or access devices, including your Account number, that we give you or someone else with your authorization to get credit under this Agreement.

Cardholder refers to each person with a card issued in their name.

Cash Advance means the use of your Account to obtain funds at a financial institution or the use of a Convenience Check.

Convenience Check means a check we issue to you to take a Cash Advance. You may not use these checks to pay us or our affiliates.

Purchase means the use of the Account to obtain goods or services.

Prime Rate means the highest U.S. Prime Rate in the Money Rates section of The Wall Street Journal on the 25th day of the month, or the next day if that day is not a publication day. If The Wall Street Journal does not publish the U.S. Prime Rate, we may substitute another index.

we, us, our, and **Credit One Bank** refer to Credit One Bank, N.A., the issuer of your Card.

you, and **your** refer to each person who has applied for the Account and where appropriate, the Authorized User.

Features and Use of Your Account

Using Your Card: You may make Purchases wherever the Card is accepted. You may use the Account to obtain Cash Advances, but you may not make more than two Cash Advance transactions per day and you may not obtain more than \$200 in Cash Advances per day. You may use the Account only for personal, family, or household purposes, and if your Account is used for any other purpose you are still responsible for such use. You may not use the Account for business or commercial purposes. The Account may not be used for online or internet gambling or illegal purposes.

Your Credit Limit: We will tell you your credit limit. Keep your Account balance below your credit limit. If you do not, you must still pay us. We may designate part of your credit limit as a Cash Advance limit and part as a Balance Transfer limit. We may change your credit limit(s) at any time, without notice. You may use a portion of your credit limit for Cash Advances and Balance Transfers. Each Purchase, Cash Advance, and Balance Transfer obtained will reduce the amount of available credit under your credit limit until it is repaid. We may delay increasing your available credit by the amount of any payment that we receive for up to 12 calendar days.

Credit Limit Increase: To request a credit limit increase contact the Customer Service number on your statement. We may impose a fee for processing the request.

Credit Authorizations: We may decline to authorize a transaction for any reason. We will not be liable to you if we decline a transaction or if anyone refuses any use of your Card.

Automatic Billing: You may set up automatic billing with a merchant. You authorize us to provide an updated Account number or Card expiration date to any merchant at our discretion. Contact the merchant to stop automatic billing.

Joint Accounts: If this is a joint account, each of you is responsible individually and together for all amounts owed. Each of you is responsible even if the Account is used by only one of you. You will continue to be liable for the entire balance of the Account, even if your co-applicant is ordered by a court to pay us. You will remain liable to us if your co-applicant fails to pay as ordered by the court. Your Account status will continue to be reported to the credit reporting agencies under each of your names. The delivery of notices or billing statements to either of you serves as delivery to each of you. We may rely on instructions given by either of you. We are not liable to either of you for relying upon such instructions.

Electronic Access: Applications (apps) on electronic devices (such as mobile wallets) can store your Card and can be used to get credit under this Agreement. Such transactions are covered by this Agreement. Apps may have separate terms of use. We are not responsible if you violate those terms or for any consequences from violating those terms.

Additional Cardholder: At your request, we may, at our discretion, issue, in the name of another person, an additional Card on your Account. That person is an Additional Cardholder, as well as an Authorized User. An Additional Cardholder has access to certain Account information including balance, available credit and payment information. If you advise us that the Additional Cardholder is your spouse, information regarding the Account will be provided to consumer reporting agencies in your name as well as in the name of the Additional Cardholder. By requesting that we add an Additional Cardholder to your Account, you represent that you (1) have the consent of the Additional Cardholder to be added to the Account, (2) have provided a copy of this Agreement to the Additional Cardholder, and (3) if the Additional Cardholder is your spouse, you have told the Additional Cardholder that Credit One Bank will furnish credit information about them to the credit reporting agencies in connection with the Account. The Additional Cardholder may report the Card lost or stolen and may remove him or herself from the Account.

Interest Rates and Interest Changes

Annual Percentage Rates (APRs): See the Pricing Summary for your APRs. The APR for Balance Transfers will be the same as the APR for standard Purchases, unless a promotional rate applies.

Variable Rates: Your Pricing Summary indicates whether you have any variable APRs. Variable APRs are determined by adding to the Prime Rate the number of percentage points ("margin") specified in the Pricing Summary. Variable APRs will increase or decrease when the Prime Rate changes. The APR change will take effect beginning with billing cycles that end on or after the first day of the month after the month in which the Prime Rate changes. An increase in the APR will increase your interest charges and may increase your Minimum Payment Due.

Average Daily Balance Method (including new transactions): We calculate interest each billing cycle by first figuring the "average daily balance" for each type of balance. Standard Purchases, standard Cash Advances, standard Balance Transfers, and each promotional offer, are all types of balances.

For each type of balance, for each billing cycle, we start with the balance on the last day of your previous billing cycle. We subtract any unpaid interest. This is the beginning balance each day. Each day of the billing cycle we subtract any new payments and credits applied to that type of balance. We add any new transactions and fees for that type of balance. We add Purchases, Cash Advances, and Balance Transfers on the post date. We add

transaction fees on promotional rate and non-promotional rate Balance Transfers to the same type of balance as the transaction. We add all other fees to the standard Purchase balance. This gives us the daily balance for that type of balance, except that if the daily balance is negative, we treat it as zero. We then add up all of the daily balances and divide by the number of days in the billing cycle. This gives us the "average daily balance" for that type of balance. We multiply the average daily balance by the applicable monthly periodic rate (the APR divided by 12). This gives us the interest charged for that type of balance for that billing cycle. This interest is included in the Account balance on the last day of the billing cycle. The results for all types of balances are then added together to determine the total interest charged that billing cycle.

When Interest Begins: We begin to impose interest on a transaction or fee from the day we add it to the daily balance. We continue to impose interest until you pay the total amount you owe us. You can avoid paying interest on Purchases as described below. However, you cannot avoid paying interest on Balance Transfers or Cash Advances.

How to Avoid Paying Interest on Purchases ("Grace Period"): If you pay the New Balance on your billing statement by the Payment Due Date shown on that billing statement, we will not impose interest on new Purchases paid by the Payment Due Date on your current billing statement. The Payment Due Date will be at least 24 days after the close of the billing cycle. If you have been paying your Account balance in full and thereby avoiding interest on Purchases, but then do not pay the next New Statement Balance in full by the Payment Due Date, in that billing cycle we will start charging interest on the unpaid portion of your balance.

Fees

See the Pricing Summary for additional Fee information.

Annual Fee: If your Account is subject to an Annual Fee, the amount and when it is billed is shown on the Pricing Summary. The Annual Fee is billed to the Account until the Account is closed and the outstanding balance is paid in full. The Annual Fee is refundable as long as you cancel your Account and have not used your card for any Purchases, Cash Advances, or Balance Transfers and you have not made a payment.

Credit Limit Increase Fee: If a fee is imposed for processing a Credit Limit increase request, we will tell you the amount of the fee at the time of your request and before you agree to it.

Transaction Fee for Balance Transfers: The transaction fee for Balance Transfers will be the same as the transaction fee for Cash Advances, unless a promotional fee applies.

Foreign Transaction Fee: We add this fee for each purchase made outside the U.S. (A purchase is made outside the U.S. unless it is made with a U.S. merchant, processed completely in the U.S., and in U.S. dollars.) The fee is a percentage of the U.S. dollar amount of the purchase.

Optional Express Payment Service Fee: If a representative of ours helps expedite your payment, we may impose an Express Payment fee. You will be informed of the amount of the fee before you complete the transaction.

Duplicate Statement Fee: If you request a duplicate copy of a monthly statement, for any purpose other than to assert a billing error, you will be charged a fee of up to \$10 for each statement copy requested.

Sales Slip Request Fee: If you request a copy of a sales slip, for any purpose other than to resolve a dispute about the charges on your Account, you will be charged a fee of \$6 for each sales slip copy requested.

Replacement Card Fee: If you request a replacement card, a Replacement Card Fee of up to \$25 may be charged to your Account.

Payments

Minimum Payment Due: See the Pricing Summary for the minimum payment requirements.

Small Balances: As it is uneconomical for both you and us to process payments or maintain credits that are \$1 or less in amount, you agree as follows: (1) In any billing cycle in which you have had no transactions and your New Balance on the billing date is \$1 or less, the balance will be rounded to zero and you will not receive a bill for this amount. (2) In the event that you have a credit balance of \$1 or less for two consecutive billing cycles, the balance will be rounded to zero and you will not receive a refund of this amount.

Payment Instructions: You must pay us in U.S. dollars, in funds on deposit in the U.S. We credit your payments in accordance with the terms contained on your billing statement. If you mail your payment to an address other than the address designated on your billing statement, there may be a delay in processing and crediting the payment to your Account.

Irregular Payments: Any payment submitted in offer of settlement of a disputed debt, including any item containing a notation such as “paid in full,” and any other item with a restrictive endorsement, must be sent to: Credit One Bank, P.O. Box 95516, Las Vegas, NV 89193-5516. We can accept late payments, partial payments, and checks or other items with restrictive endorsements at any other address without losing any of our rights under this Agreement.

Postdated Checks: You agree that we need not examine any payment check to confirm that it is not postdated and that we may deposit any postdated check on the day we receive it.

Payment Allocation: We apply payments up to the Minimum Payment Due and credits at our discretion, which may result in balances at lower APRs being paid first and higher interest charges. Payments over the Minimum Payment Due will be applied to balances with higher APRs first.

Collecting, Sharing, and Updating Information

Customer Privacy: We send you our Privacy Policy when you open your Account and thereafter in accordance with applicable law. It summarizes the personal information we collect; how we safeguard its confidentiality and security; when it may be shared with others; and how you can limit our sharing of this information. You accept the terms of our Privacy Policy when you use the Account. Contact us or visit CreditOne.com if you would like a copy.

Information About You: You authorize us to obtain and/or use information about you from third parties and credit reporting agencies to: (1) verify your identity and/or conduct investigative inquiries; (2) determine your income and credit eligibility; (3) review your Account and provide renewal of credit; (4) verify your current credit standing in order to present future credit limit increases or decreases; (5) qualify you for and present additional lines of credit or other offers; and (6) collect amounts owing on your Account. Upon request, we will tell you the name and address of any credit reporting agency that provided us with information concerning you.

Furnishing Information: We may furnish information concerning your Account or credit file to consumer reporting agencies and others who may properly receive that information. If you believe that information we furnished is inaccurate or incomplete, please write us at Credit One Bank, P. O. Box 98873, Las Vegas, NV 89193-8873. Please include your name, address, home phone number and Account number.

Telephone Calls, Text Messages and Emails Regarding Your Account: You are providing express written permission and consent authorizing Credit One Bank and our agents, servicers, contractors, subsidiaries, affiliates, officers, and other partners and employees to contact you at any phone number (including mobile, cellular/wireless, or similar devices) or email address you provide at any time, for any lawful purpose. The ways in which we may contact you include live operator, automatic telephone dialing systems (auto-dialer), prerecorded and artificial voice message, text/SMS message or email. Phone numbers and email addresses you provide include those you give to us, those from which you, or someone acting on your behalf, contact us or which we obtain through other means. If you provide a phone number for which you are not the owner, you confirm you are authorized to provide that number. Such lawful purposes include, but are not limited to: obtaining information; activation of the card for verification and identification purposes; account transactions or servicing related matters; suspected fraud or identity theft; collection on the Account; and providing information about special products and services. You agree to pay any fee(s) or charge(s) that you may incur for incoming communications from us or outgoing communications to us, to or from any such number or email address, without reimbursement from us.

Communication Revocation: You may revoke your authorization for most communications. However, you cannot revoke authorization for fraud related communications or legally required communications. To change your communication preferences or to revoke consent you must write us. Please:

- include your name, mailing address, and the last four digits of your Account number;
- specify whether you are changing your preferences regarding mail, telephone calls, emails, and/or text or SMS messages;
- provide the specific phone number(s) and/or email address for which you are requesting communications to cease;
- send this written notice to: Credit One Bank, P.O. Box 98873, Las Vegas, NV 89193-8873.

Certain communication preferences can be changed on-line. Please log in to your Account to see if that option is available.

Telephone Monitoring: You agree that we (and our servicers, agents and contractors) may monitor and record any calls between you and us.

Updating Your Phone Number: Notify us immediately if you change mobile or cell phone numbers or plan to give your phone to someone else. It is your responsibility to provide us with a true, accurate and complete mobile number and to maintain and update promptly any changes in this information. You can update your mobile number by calling us at the phone number on the back of your Card.

Indemnification: If you provide telephone number(s) for which you are not the subscriber, or fail to notify us when you cease to be the subscriber for a telephone number you previously gave us, you agree to indemnify us, our subsidiaries, affiliates, officers, agents, servicers, contractors, and other

partners and employees for any costs and expenses, including reasonable attorneys' fees, incurred as a result of us contacting or attempting to contact you at the number(s). Your obligation under this paragraph shall survive termination of the Agreement.

Account Closure

Default: You are in default under this Agreement if (1) bankruptcy or another insolvency proceeding is filed by or against you; (2) we reasonably believe you are unable or unwilling to repay us; (3) you die or are legally incompetent or incapacitated; (4) you fail to comply with the terms of this Agreement, including failing to make a required payment when due, exceeding your credit limit or using your Card or Account for an illegal transaction; (5) you give us misleading, false, incomplete or incorrect information or fail to give us any information we deem necessary; or (6) if you no longer permanently reside in one of the 50 states or the District of Columbia. If you are in default, we may declare the entire Account balance immediately due and payable without advance notice.

Collection Costs: If we use an attorney to collect your Account, we may charge you our legal costs as permitted by law. These include reasonable attorneys' fees, court or other collection costs, and fees and costs of any appeal.

Closing Your Account: You may close your Account at any time. You will remain responsible for any amount you owe us under this Agreement. Any joint Cardholder may cancel a joint Account. However, both of you will remain responsible for paying all amounts owed. If your Account is subject to an Annual Fee, the fee will continue to be charged until you pay your outstanding balance in full.

We may cancel, suspend or not renew your Card, Account, or access to the credit line at any time and for any reason without notice. If your Account is closed by us, the Annual Fee will continue to be charged until you pay your outstanding balance in full.

However, when your Account is closed, if there is: (1) a debit balance of \$1 or less, that balance will be rounded to zero and you will not be required to pay this amount; or (2) a credit balance of \$1 or less, that balance will be rounded to zero and this amount will not be refunded to you. The rounding to zero may occur after your closing statement cycles, and you may not receive a statement reflecting the rounding.

Arbitration Agreement

PLEASE READ CAREFULLY—IMPORTANT—AFFECTS YOUR LEGAL RIGHTS

This agreement to arbitrate provides that you or we can require controversies or disputes between us to be resolved by BINDING ARBITRATION. You have the right to REJECT this agreement to arbitrate by using the procedure explained below.

If you do not reject this agreement to arbitrate, you GIVE UP YOUR RIGHT TO GO TO COURT and controversies or disputes between us will be resolved by a NEUTRAL ARBITRATOR INSTEAD OF A JUDGE OR JURY, using rules that are simpler and more limited than in a court. Arbitrator decisions are subject to VERY LIMITED REVIEW BY A COURT. Arbitration will proceed INDIVIDUALLY— CLASS ACTIONS AND SIMILAR PROCEDURES WILL NOT BE AVAILABLE TO YOU.

Agreement to Arbitrate: You and we agree that either you or we may, without the other's consent, require that controversies or disputes between you and us (all of which are called "Claims"), be submitted to mandatory, binding arbitration. This agreement to arbitrate is made pursuant to a transaction involving interstate commerce, and shall be governed by, and enforceable under, the Federal Arbitration Act (the "FAA"), 9 U.S.C. §1 et seq., and (to the extent State law is applicable), the laws of the State of Nevada.

For purposes of this agreement to arbitrate, "you" includes you, any co-applicant, any Authorized User (including Additional Cardholders), or anyone else connected with you or claiming through you; and "we" or "us" includes Credit One Bank, N.A., all of its parents, subsidiaries, affiliates, successors, predecessors, employees, and related persons or entities, and all third parties who are regarded as agents or representatives of us in connection with the subject matter of the claim or dispute at issue.

Covered Claims: Claims subject to arbitration include, but are not limited to, any controversies or disputes arising from or relating in any way to your Account; any transactions involving your Account; any disclosures made to you concerning your Account; any interest, charges, or fees assessed on your Account; any service(s) or programs related to your Account; and, if permitted by the rules of the arbitration forum, any collection of debt related to your Account. Claims also include controversies or disputes arising from or relating in any way to advertising, solicitations, or any application for, approval of, or establishment of your Account. Claims subject to arbitration include any controversies or disputes based on any theory of law, whether contract, tort, statute, regulation, common law, or equity, or whether they seek legal or equitable remedies. All Claims are subject to arbitration whether they arose in the past, may currently exist, or may arise in the future. Arbitration will apply even if your Account is closed, you pay us in full any outstanding debt you owe, or you file for bankruptcy. Also, controversies or disputes about the validity, enforceability, coverage, meaning, or scope of this agreement to arbitrate or any part thereof are subject to arbitration and are for the arbitrator to decide. Any questions about what Claims are subject to arbitration shall be resolved by interpreting this agreement to arbitrate in the broadest way the law will allow it to be enforced.

Claims Not Covered: Claims (whether brought initially or by counter or cross-claim) are not subject to arbitration if they are filed by you or us in a small claims court, so long as the case remains in such court and only individual claims for relief are advanced in the case.

No Class Arbitration or Consolidation or Joinder of Parties: Class actions and other similar procedures in which individuals seek to represent similarly situated individuals or seek relief on behalf of the general public, and consolidation or joinder of Claims (except for claimants on the same account), are NOT available under this agreement to arbitrate. Claims in arbitration will proceed on an INDIVIDUAL basis only:

UNLESS YOU REJECT THIS AGREEMENT TO ARBITRATE, YOU AND WE WAIVE THE RIGHT TO ASSERT OR PARTICIPATE IN A CLASS ACTION OR ANY REPRESENTATIVE OR CONSOLIDATED PROCEEDING IN COURT OR IN ARBITRATION.

The arbitrator shall have no authority to entertain any Claim as a class action or private attorney general action or on any other similar representative basis, nor shall the arbitrator have any authority to consolidate or join Claims brought by separate claimants (except for claimants on the same account). This also means that the arbitrator shall have no authority to make any award for the benefit of, or against, any person other than the individual who is the named party.[†]

†Notice to California Account Holders: This agreement to arbitrate shall not be construed to prevent you from seeking in the arbitration the remedy of public injunctive relief if (a) you reside in California, (b) you resided in California at the time you entered into this agreement to arbitrate, or (iii) the billing address for your Account is a California address (hereafter, "California Account Holder").

Initiation of Arbitration: The arbitration shall be administered by the American Arbitration Association ("AAA") before a single arbitrator under the AAA's Consumer Arbitration Rules, or by a mutually agreeable administrator, before a single arbitrator, as modified by this arbitration provision. Information about the arbitration process for AAA can be obtained from the AAA at www.adr.org. The arbitrator shall be selected from the AAA (or mutually agreeable administrator) panel of neutrals then active on the roster maintained by the AAA (or mutually agreeable administrator) office located in the city of or nearest to your billing address and, unless otherwise mutually agreed, the arbitrator shall be a retired federal judge, a retired state appellate judge, a retired state trial judge, or a lawyer with at least 15 years of experience in that order of preference.

In the event that the AAA or mutually agreeable administrator is unable or unwilling to handle the Claim for any reason, then the matter shall be arbitrated instead by a neutral arbitrator selected by agreement of the parties (or, if the parties cannot agree, selected by a court in accordance with the FAA).

Arbitration Procedures and Applicable Law; Offer of Settlement: Unlike a lawsuit in state or federal court, arbitration is conducted by a private organization that specializes in alternative dispute resolution. Disputes in arbitration are decided by a neutral arbitrator instead of a judge or jury. You may represent yourself in arbitration, or you may be represented by a lawyer.

Under this agreement to arbitrate, a single arbitrator designated by the arbitration administrator will decide the Claim under applicable law. The arbitrator is bound by the terms of this agreement to arbitrate. The AAA or mutually agreeable administrator will apply its code of procedures in effect at the time the arbitration claim is filed. If there is a conflict between that code of procedures and this arbitration provision and/or any sections of this Card Agreement, this arbitration provision and/or this Card Agreement will control. The arbitrator will honor all claims of privilege recognized by law. Subject to the prohibition on class, representative, and consolidation procedures set forth above, the arbitrator will have the power to award to a party any damages or other relief (including relief in equity) provided for under applicable law. That is, a party will be entitled to recover in arbitration any damages or other relief that it could recover if it prevailed in a court proceeding. An arbitrator's award shall consist of a written statement setting forth the disposition of each Claim. At the request of any party, the arbitrator shall also set forth a written explanation of the essential findings and conclusions on which the award is based. An arbitration award shall decide the rights and obligations only of the parties named in the arbitration, and shall not have any bearing on another person or dispute.

If your Claim is for \$10,000 or less, you may choose whether the arbitration will be conducted solely on the basis of documents, in a telephonic hearing, or in an in-person hearing.

Any in-person hearing will take place in the federal judicial district that includes your billing address at the time the Claim is filed, unless the parties agree to a different place.

The Arbitrator's Decision: The arbitrator's decision will be final and binding on the parties. A party can file a written appeal to the arbitration administrator within thirty (30) days after an award is issued. The appeal will proceed before a panel of three neutral arbitrators designated by the same arbitration administrator. The panel will decide anew all factual and legal issues, following the same rules of procedure, by majority vote any aspect of the original decision objected to. The costs of such an appeal will be borne in accordance with the below paragraph entitled "Fees and Costs". Any review by a court shall be governed by the Federal Arbitration Act. Any final arbitration award will be binding on the named parties and enforceable by any court having jurisdiction.

Fees and Costs: We will pay any costs that are required to be paid by us under the arbitration administrator's rules of procedure. If you file the arbitration, you will pay your share of the initial filing fee, unless you seek and qualify for a fee waiver under the applicable rules of the arbitration administrator. The party filing an appeal shall be responsible for all filing fees and costs of the appeal unless prohibited by administrator's rules of

procedure. All parties are responsible for their own attorney's fees, expert fees and any other expenses, unless the arbitrator awards such fees or expenses to you or us if allowed by applicable law.

Other Parties Subject to this Agreement to Arbitrate: In addition to you and us, the rights and duties described in this agreement to arbitrate apply to: any third party co-defendant of a claim subject to this arbitration provision; all joint account holders, Additional Cardholders, and Authorized Users of your Account(s).

How to REJECT this Agreement to Arbitrate: You can reject this agreement to arbitrate but only if we receive from you a written notice of rejection within 45 days after it was first provided to you. To reject this agreement to arbitrate you must send the notice of rejection to: Credit One Bank, Attention: Arbitration Opt Out, P. O. Box 98873, Las Vegas, NV 89193-8873. Rejection notices sent to any other address will not be accepted or effective. If you decide to reject this agreement to arbitrate in writing, your notice must state that you reject this agreement to arbitrate and include your name, address, account number, and personal signature. Rejection of arbitration will not affect your other rights or responsibilities under this Card Agreement.

Survival, Severability, and Amendment of Terms:

Survival. This agreement to arbitrate shall survive changes in the Agreement and termination of the Account or the relationship between you and us, including the bankruptcy of any party and any transfer or sale of your Account, or amounts owed on your Account, to another person or entity.

Severability. If any part or parts of your agreement to arbitrate are declared unenforceable, then such specific part or parts shall be of no force or effect and shall be severed, but the remainder of this agreement to arbitrate shall continue in full force and effect. If, however, the entire agreement to arbitrate or your waiver of the right to bring or participate in a class or representative action or in consolidation procedures is unenforceable, then the agreement to arbitrate shall be of no force or effect. Notwithstanding the preceding sentence, with respect to California Account Holders, if arbitration is unenforceable, in whole or in part, you and we agree to resolve any Claim by a judicial reference proceeding as described above.

Amendment in Writing Only. This agreement to arbitrate may not be amended, severed, or waived, except as expressly provided in the Agreement or in a written agreement between you and us.

Other Information

Transactions in Foreign Currencies: If you make a transaction at a merchant that settles in a currency other than U.S. dollars, Mastercard International Incorporated or Visa Incorporated will convert that charge into a U.S. Dollar amount. That conversion will be done at a rate selected by Mastercard or Visa from the range of rates available in wholesale currency markets for the applicable central processing date, which rate may vary from the rate Mastercard or Visa itself receives, or the government-mandated rate in effect for the applicable central processing date. The currency conversion rate used on the processing date may differ from the rate that would have been used on the purchase date or on the date the transaction is posted to your Account. You agree to pay the converted amount, including any charges for the conversion that may be imposed as described above.

Changes to Your Agreement: The rates, fees and terms of this Agreement may change and we may add or delete any term to this Agreement, consistent with applicable law. We will give you advance written notice of these changes and a right to reject the change, if required by law.

Unauthorized Use: Notify us immediately if your Card is lost or stolen or you suspect that someone is using your Card or Account without your permission.

Assignment: We may assign any or all of our rights and obligations under this Agreement. You may not assign any of your rights or obligations under this Agreement.

No Waiver: We will not lose our rights under this Agreement because we delay or do not enforce them.

Governing Law: This Agreement is governed by and interpreted in accordance with the laws applicable to national banks, and, where no such laws apply, by the laws of the State of Nevada, excluding the conflicts of law provisions thereof, regardless of your state of residence.

Conformance with Law; Severability: If any part of this Agreement conflicts with applicable law, that provision will be considered modified to conform to applicable law. If any part of this Agreement is invalid, the rest shall remain in effect, except as otherwise noted in the Arbitration Provision.

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 the Billing Inquiries address on the statement.

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 \$50.00 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 \$50.00. (Note: Neither of these are necessary if your purchase was based on an advertisement we mailed to you, or if we own or operate 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 the Billing Inquiries address shown on your statement.

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

Cash Back Rewards Program Supplement

This Supplement describes the terms and conditions of the Credit One Bank Cash Back Rewards Program ("Program") and supplements the Card Agreement that governs your credit card account issued by Credit One Bank, N.A. (the "Account"). By using the Account, you agree to participate in the Program. Your participation is subject to the terms of the Card Agreement, including the arbitration provision, if applicable, and this Supplement. In the event of a conflict between the Card Agreement and this Supplement, with respect to matters relating to the Program, this Supplement controls.

Earning Cash Back Rewards: You earn cash back rewards in the form of an automatic statement credit equal to 1% of Net Eligible Purchases (as defined below) made with your Account. You do not earn cash back rewards on Cash Advances, Balance Transfers, interest, fees, and other charges. We will post a statement credit to your Account within seven days after the end of the month based on the Net Eligible Purchases made with your Account from the 27th of the previous month to the 26th of the current month. If your Account is in default, as defined in your Card Agreement, at the time the credit is to be posted, you WILL NOT receive the credit. Cash back rewards have no cash value.

Merchant Categories: Merchants who accept Visa/Mastercard credit cards are assigned a merchant code, which is determined by the merchant or its processor in accordance with Visa/ Mastercard procedures based on the kinds of products and services they primarily sell. We group similar merchant codes into Eligible Purchase categories for purposes of making cash back rewards offers to you. Please note:

- We make every effort to include all relevant merchant codes in our cash back rewards categories. However, even though a merchant or some of the items that it sells may appear to fit within a cash back rewards category, the merchant may not have a merchant code in that category. When this occurs, Purchases with that merchant won't qualify for cash back rewards offers on Purchases in that category.
- Although a merchant or the items that it sells may appear to fit the cash back rewards categories, the merchant may not have or use an eligible Code. Purchases made without an eligible code WILL NOT qualify for cash back rewards. A merchant with more than one location may submit Purchases using different codes, including codes that are not eligible under this Program. This means that Purchases from the same merchant at a different location may result in no cash back rewards.
- Purchases submitted by you, an authorized user, or the merchant through third-party payment accounts, mobile or wireless card readers, online or mobile digital wallets, or similar technology will not qualify in a cash back rewards category if the technology is not set up to process the purchase in that cash back rewards category.

Eligible Purchases: Eligible Purchases are Purchases from merchants in the following categories:

- gasoline,
- grocery (grocery Purchases do not include Purchases at superstores, at stores that sell groceries and other products like drugstores and convenience stores; or at smaller stores like bakeries, candy, nut or confection stores),
- dining (dining Purchases do not include Purchases at stores like bakeries, candy, nut or confections stores),
- mobile phone service, and
- internet, cable and satellite TV service.

Purchases That Are Not Eligible: Purchases from the following types of merchants are not eligible for cash back rewards:

- oil, propane, home heating companies,
- PayPal,
- warehouse clubs (including but not limited to Sam's Club and Costco),
- discount supercenters (including but not limited to Wal-Mart and Target).

Net Eligible Purchases: Net Eligible Purchases are Eligible Purchases minus any returns, disputed charges, unauthorized charges, illegal or fraudulent charges or other credits for such Purchases.

Program Restrictions: You will receive an automatic cash back rewards credit on each statement that has at least one Net Eligible Purchase. Automatic statement credits for cash back rewards will reduce the balance on your Account but will not count as payments. You will still be required to pay at least the Minimum Payment Due as shown on your billing statement each month. You WILL NOT earn cash back rewards for Purchases made while your Account is in default as defined within your Card Agreement. This Program excludes Accounts already enrolled in a different Credit One Bank cash back rewards program.

Changes: The Program may be changed (added to, modified or deleted) by us at any time, including without limitation amendments to the definition of Eligible Purchases. We will give you prior notice to the extent required by law. The current version of this Program may be found at www.CreditOneBank.com along with the Card Agreement. Any revisions may affect your ability to earn cash back rewards.

Termination: We may suspend or terminate the Program or your participation in the Program at any time without prior notice. In such event, we will evaluate your Account for any eligible cash back rewards as of the Program termination date. Provided that you meet all of the other Program Restrictions listed above at that time, you will receive a distribution of the cash back rewards earned during the current billing period in the form of a statement credit.

Limited Liability: Unless otherwise required by law, this Program, or our Card Agreement with you, we will not be liable to you or anyone making a claim on your behalf, in connection with: (1) any change or termination of the Program; (2) any loss, damage, expense or inconvenience caused by any occurrence outside of our control; (3) any taxes that you incur as a result of receiving cash back rewards, payment of which taxes will be your responsibility; (4) any merchandise or services you purchase, or for any direct, indirect or consequential damages with respect to the use of your Account. In any event, any liability that Credit One Bank may have to you in connection with the Program shall be limited to the amount of any cash back rewards you have earned in this Program. The Program and cash back rewards are void or limited where prohibited or restricted, respectively, by federal, state or local law.

Pricing Summary

Interest Rates and Interest Charges	
ANNUAL PERCENTAGE RATE (APR) for Purchases	23.99% This APR will vary with the market based on the Prime Rate.
ANNUAL PERCENTAGE RATE (APR) for Balance Transfers	23.99% This APR will vary with the market based on the Prime Rate.
ANNUAL PERCENTAGE RATE (APR) for Cash Advances	23.99% This APR will vary with the market based on the Prime Rate.
Paying Interest	Your due date is at least 24 days after the close of each billing cycle. We will not charge you any interest on Purchases if you pay your entire balance by the due date each month. We will begin charging interest on Cash Advances and Balance Transfers from the posting date.
Minimum Interest Charge	If you are charged interest, the charge will be no less than \$1.00.
For Credit Card Tips from the Consumer Financial Protection Bureau	To learn more about factors to consider when applying for or using a credit card, visit the website of the Consumer Financial Protection Bureau at http:// www.consumerfinance.gov/learnmore .
Fees	
Annual Fee	\$95
Transaction Fees • Balance Transfer • Cash Advance • Foreign Transaction	Either \$10 or 5% of the amount of each Balance Transfer, whichever is greater. Either \$10 or 5% of the amount of each Cash Advance, whichever is greater. Either \$1 or 3% of the amount of each purchase in U.S. dollars, whichever is greater.
Penalty Fees • Late Payment • Returned Payment	Up to \$39* Up to \$39**

How We Will Calculate Your Balance: We use a method called “average daily balance (including new Purchases).” See your Card Agreement for more details.

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

***Late Payment Fee:** We will charge the maximum safe harbor amount, which is set annually in accordance with 12 C.F.R 1026.52(b)(1)(ii)(D). Currently the fee is \$29, unless you incurred a Late Payment Fee during the prior six billing cycles. If you did, the fee is currently \$39. This fee will not exceed the related Minimum Payment that was due. We charge a Late Payment Fee to your Account if at least the Amount Due This Period (less any Late

Payment Fee for the current billing cycle) plus any Past Due Amount is not received by 5:00 p.m. PT on the Payment Due Date shown on your statement.

****Returned Payment Fee:** We will charge the maximum safe harbor amount, which is set annually in accordance with 12 C.F.R 1026.52(b)(1)(ii)(D). If a payment is not honored upon first presentment, even if the payment is later honored, a Returned Payment Fee will be charged to your Account. Currently, the fee is \$29, unless you incurred a Returned Payment Fee in the prior six billing cycles. If you did, the fee is currently \$39. This fee will not exceed the related Minimum Payment that was due.

Additional Rate Information: The Purchase, Balance Transfer and Cash Advance APR equals the Prime Rate plus a margin of 20.74%. This corresponds to a monthly periodic rate of 1.99917%.

Minimum Payments: You may pay the entire New Balance shown on your billing statement at any time. Each billing period you must pay at least the Minimum Payment Due by the Payment Due Date shown on your billing statement. The Minimum Payment Due will be the sum of:

- 3.5% of your outstanding balance, rounded up to the next whole dollar, or \$30, whichever is greater;
- any Late Payment Fee for the current billing cycle;
- and any Past Due Amount (excluding any past due Late Payment Fees).

The Agreement

This Agreement, together with the Pricing Summary, is your contract with us.

Accepting this Agreement: You accept this Agreement when you use the Account. You may still reject this Agreement if you have not yet used the Card, used the Account, or paid a fee after receiving a billing statement. To reject the Agreement, call us at 866-515-5721 or write us at Bank Card Center, P.O. Box 95516, Las Vegas, NV 89193-5516. If you reject the Agreement, you are not responsible for any fees or charges.

Arbitration: This Agreement includes an Arbitration Provision with class action and jury trial waivers. You can reject the Arbitration Provision. See "How to REJECT this agreement to arbitrate" in the Arbitration section. If you do not, it will be part of this Agreement.

Promise to Pay: You agree to pay us for all amounts due on your Account, including credit for Purchases, Balance Transfers, and Cash Advances, as well as interest charges and fees. This includes charges made by Additional Cardholders and other Authorized Users.

Definitions

Account means the Credit One Bank card account under this Agreement.

Authorized User means any person you allow to use your Account or Card, including Additional Cardholders. If the Authorized User has been issued a Card and you want to terminate the Authorized User, you must notify us by telephone or in writing.

Balance Transfer means a transaction we designate that allows you to use your Account to pay another creditor or yourself. Balance Transfers cannot be used to pay us or our affiliates. A Balance Transfer will be subject to the terms of the Balance Transfer offer and this Agreement.

Card refers to one or more cards or access devices, including your Account number, that we give you or someone else with your authorization to get credit under this Agreement.

Cardholder refers to each person with a card issued in their name.

Cash Advance means the use of your Account to obtain funds at a financial institution or the use of a Convenience Check.

Convenience Check means a check we issue to you to take a Cash Advance. You may not use these checks to pay us or our affiliates.

Purchase means the use of the Account to obtain goods or services.

Prime Rate means the highest U.S. Prime Rate in the Money Rates section of The Wall Street Journal on the 25th day of the month, or the next day if that day is not a publication day. If The Wall Street Journal does not publish the U.S. Prime Rate, we may substitute another index.

we, us, our, and Credit One Bank refer to Credit One Bank, N.A., the issuer of your Card.

you, and your refer to each person who has applied for the Account and where appropriate, the Authorized User.

Features and Use of Your Account

Using Your Card: You may make Purchases wherever the Card is accepted. You may use the Account to obtain Cash Advances, but you may not make more than two Cash Advance transactions per day and you may not obtain more than \$200 in Cash Advances per day. You may use the Account only for personal, family, or household purposes, and if your Account is used for any other purpose you are still responsible for such use. You may not use the Account for business or commercial purposes. The Account may not be used for online or internet gambling or illegal purposes.

Your Credit Limit: We will tell you your credit limit. Keep your Account balance below your credit limit. If you do not, you must still pay us. We may designate part of your credit limit as a Cash Advance limit and part as a Balance Transfer limit. We may change your credit limit(s) at any time, without notice. You may use a portion of your credit limit for Cash Advances and Balance Transfers. Each Purchase, Cash Advance, and Balance Transfer obtained will reduce the amount of available credit under your credit limit until it is repaid. We may delay increasing your available credit by the amount of any payment that we receive for up to 12 calendar days.

Credit Limit Increase: To request a credit limit increase contact the Customer Service number on your statement. We may impose a fee for processing the request.

Credit Authorizations: We may decline to authorize a transaction for any reason. We will not be liable to you if we decline a transaction or if anyone refuses any use of your Card.

Automatic Billing: You may set up automatic billing with a merchant. You authorize us to provide an updated Account number or Card expiration date to any merchant at our discretion. Contact the merchant to stop automatic billing.

Joint Accounts: If this is a joint account, each of you is responsible individually and together for all amounts owed. Each of you is responsible even if the Account is used by only one of you. You will continue to be liable for the entire balance of the Account, even if your co-applicant is ordered by a court to pay us. You will remain liable to us if your co-applicant fails to pay as ordered by the court. Your Account status will continue to be reported to the credit reporting agencies under each of your names. The delivery of notices or billing statements to either of you serves as delivery to each of you. We may rely on instructions given by either of you. We are not liable to either of you for relying upon such instructions.

Electronic Access: Applications (apps) on electronic devices (such as mobile wallets) can store your Card and can be used to get credit under this Agreement. Such transactions are covered by this Agreement. Apps may have separate terms of use. We are not responsible if you violate those terms or for any consequences from violating those terms.

Additional Cardholder: At your request, we may, at our discretion, issue, in the name of another person, an additional Card on your Account. That person is an Additional Cardholder, as well as an Authorized User. An Additional Cardholder has access to certain Account information including balance, available credit and payment information. If you advise us that the Additional Cardholder is your spouse, information regarding the Account will be provided to consumer reporting agencies in your name as well as in the name of the Additional Cardholder. By requesting that we add an Additional Cardholder to your Account, you represent that you (1) have the consent of the Additional Cardholder to be added to the Account, (2) have provided a copy of this Agreement to the Additional Cardholder, and (3) if the Additional Cardholder is your spouse, you have told the Additional Cardholder that Credit One Bank will furnish credit information about them to the credit reporting agencies in connection with the Account. The Additional Cardholder may report the Card lost or stolen and may remove him or herself from the Account.

Interest Rates and Interest Changes

Annual Percentage Rates (APRs): See the Pricing Summary for your APRs. The APR for Balance Transfers will be the same as the APR for standard Purchases, unless a promotional rate applies.

Variable Rates: Your Pricing Summary indicates whether you have any variable APRs. Variable APRs are determined by adding to the Prime Rate the number of percentage points ("margin") specified in the Pricing Summary. Variable APRs will increase or decrease when the Prime Rate changes. The APR change will take effect beginning with billing cycles that end on or after the first day of the month after the month in which the Prime Rate changes. An increase in the APR will increase your interest charges and may increase your Minimum Payment Due.

Average Daily Balance Method (including new transactions): We calculate interest each billing cycle by first figuring the "average daily balance" for each type of balance. Standard Purchases, standard Cash Advances, standard Balance Transfers, and each promotional offer, are all types of balances.

For each type of balance, for each billing cycle, we start with the balance on the last day of your previous billing cycle. We subtract any unpaid interest. This is the beginning balance each day. Each day of the billing cycle we subtract any new payments and credits applied to that type of balance. We add any new transactions and fees for that type of balance. We add Purchases, Cash Advances, and Balance Transfers on the post date. We add transaction fees on promotional rate and non-promotional rate Balance Transfers to the same type of balance as the transaction. We add all other fees

to the standard Purchase balance. This gives us the daily balance for that type of balance, except that if the daily balance is negative, we treat it as zero. We then add up all of the daily balances and divide by the number of days in the billing cycle. This gives us the “average daily balance” for that type of balance. We multiply the average daily balance by the applicable monthly periodic rate (the APR divided by 12). This gives us the interest charged for that type of balance for that billing cycle. This interest is included in the Account balance on the last day of the billing cycle. The results for all types of balances are then added together to determine the total interest charged that billing cycle.

When Interest Begins: We begin to impose interest on a transaction or fee from the day we add it to the daily balance. We continue to impose interest until you pay the total amount you owe us. You can avoid paying interest on Purchases as described below. However, you cannot avoid paying interest on Balance Transfers or Cash Advances.

How to Avoid Paying Interest on Purchases (“Grace Period”): If you pay the New Balance on your billing statement by the Payment Due Date shown on that billing statement, we will not impose interest on new Purchases paid by the Payment Due Date on your current billing statement. The Payment Due Date will be at least 24 days after the close of the billing cycle. If you have been paying your Account balance in full and thereby avoiding interest on Purchases, but then do not pay the next New Statement Balance in full by the Payment Due Date, in that billing cycle we will start charging interest on the unpaid portion of your balance.

Fees

See the Pricing Summary for additional Fee information.

Annual Fee: If your Account is subject to an Annual Fee, the amount and when it is billed is shown on the Pricing Summary. The Annual Fee is billed to the Account until the Account is closed and the outstanding balance is paid in full. The Annual Fee is refundable as long as you cancel your Account and have not used your card for any Purchases, Cash Advances, or Balance Transfers and you have not made a payment.

Credit Limit Increase Fee: If a fee is imposed for processing a Credit Limit increase request, we will tell you the amount of the fee at the time of your request and before you agree to it.

Foreign Transaction Fee: We add this fee for each purchase made outside the U.S. (A purchase is made outside the U.S. unless it is made with a U.S. merchant, processed completely in the U.S., and in U.S. dollars.) The fee is a percentage of the U.S. dollar amount of the purchase.

Optional Express Payment Service Fee: If a representative of ours helps expedite your payment, we may impose an Express Payment fee. You will be informed of the amount of the fee before you complete the transaction.

Duplicate Statement Fee: If you request a duplicate copy of a monthly statement, for any purpose other than to assert a billing error, you will be charged a fee of up to \$10 for each statement copy requested.

Sales Slip Request Fee: If you request a copy of a sales slip, for any purpose other than to resolve a dispute about the charges on your Account, you will be charged a fee of \$6 for each sales slip copy requested.

Replacement Card Fee: If you request a replacement card, a Replacement Card Fee of up to \$25 may be charged to your Account.

Payments

Minimum Payment Due: See the Pricing Summary for the minimum payment requirements.

Small Balances: As it is uneconomical for both you and us to process payments or maintain credits that are \$1 or less in amount, you agree as follows: (1) In any billing cycle in which you have had no transactions and your New Balance on the billing date is \$1 or less, the balance will be rounded to zero and you will not receive a bill for this amount. (2) In the event that you have a credit balance of \$1 or less for two consecutive billing cycles, the balance will be rounded to zero and you will not receive a refund of this amount.

Payment Instructions: You must pay us in U.S. dollars, in funds on deposit in the U.S. We credit your payments in accordance with the terms contained on your billing statement. If you mail your payment to an address other than the address designated on your billing statement, there may be a delay in processing and crediting the payment to your Account.

Irregular Payments: Any payment submitted in offer of settlement of a disputed debt, including any item containing a notation such as “paid in full,” and any other item with a restrictive endorsement, must be sent to: Credit One Bank, P.O. Box 95516, Las Vegas, NV 89193-5516. We can accept late payments, partial payments, and checks or other items with restrictive endorsements at any other address without losing any of our rights under this Agreement.

Postdated Checks: You agree that we need not examine any payment check to confirm that it is not postdated and that we may deposit any postdated check on the day we receive it.

Payment Allocation: We apply payments up to the Minimum Payment Due and credits at our discretion, which may result in balances at lower APRs being paid first and higher interest charges. Payments over the Minimum Payment Due will be applied to balances with higher APRs first.

Collecting, Sharing, and Updating Information

Customer Privacy: We send you our Privacy Policy when you open your Account and thereafter in accordance with applicable law. It summarizes the personal information we collect; how we safeguard its confidentiality and security; when it may be shared with others; and how you can limit our sharing of this information. You accept the terms of our Privacy Policy when you use the Account. Contact us or visit CreditOne.com if you would like a copy.

Information About You: You authorize us to obtain and/or use information about you from third parties and credit reporting agencies to: (1) verify your identity and/or conduct investigative inquiries; (2) determine your income and credit eligibility; (3) review your Account and provide renewal of credit; (4) verify your current credit standing in order to present future credit limit increases or decreases; (5) qualify you for and present additional lines of credit or other offers; and (6) collect amounts owing on your Account. Upon request, we will tell you the name and address of any credit reporting agency that provided us with information concerning you.

Furnishing Information: We may furnish information concerning your Account or credit file to consumer reporting agencies and others who may properly receive that information. If you believe that information we furnished is inaccurate or incomplete, please write us at Credit One Bank, P. O. Box 98873, Las Vegas, NV 89193-8873. Please include your name, address, home phone number and Account number.

Telephone Calls, Text Messages and Emails Regarding Your Account: You are providing express written permission and consent authorizing Credit One Bank and our agents, servicers, contractors, subsidiaries, affiliates, officers, and other partners and employees to contact you at any phone number (including mobile, cellular/wireless, or similar devices) or email address you provide at any time, for any lawful purpose. The ways in which we may contact you include live operator, automatic telephone dialing systems (auto-dialer), prerecorded and artificial voice message, text/SMS message or email. Phone numbers and email addresses you provide include those you give to us, those from which you, or someone acting on your behalf, contact us or which we obtain through other means. If you provide a phone number for which you are not the owner, you confirm you are authorized to provide that number. Such lawful purposes include, but are not limited to: obtaining information; activation of the card for verification and identification purposes; account transactions or servicing related matters; suspected fraud or identity theft; collection on the Account; and providing information about special products and services. You agree to pay any fee(s) or charge(s) that you may incur for incoming communications from us or outgoing communications to us, to or from any such number or email address, without reimbursement from us.

Communication Revocation: You may revoke your authorization for most communications. However, you cannot revoke authorization for fraud related communications or legally required communications. To change your communication preferences or to revoke consent you must write us. Please:

- include your name, mailing address, and the last four digits of your Account number;
- specify whether you are changing your preferences regarding mail, telephone calls, emails, and/or text or SMS messages;
- provide the specific phone number(s) and/or email address for which you are requesting communications to cease;
- send this written notice to: Credit One Bank, P.O. Box 98873, Las Vegas, NV 89193-8873.

Certain communication preferences can be changed on-line. Please log in to your Account to see if that option is available.

Telephone Monitoring: You agree that we (and our servicers, agents and contractors) may monitor and record any calls between you and us.

Updating Your Phone Number: Notify us immediately if you change mobile or cell phone numbers or plan to give your phone to someone else. It is your responsibility to provide us with a true, accurate and complete mobile number and to maintain and update promptly any changes in this information. You can update your mobile number by calling us at the phone number on the back of your Card.

Indemnification: If you provide telephone number(s) for which you are not the subscriber, or fail to notify us when you cease to be the subscriber for a telephone number you previously gave us, you agree to indemnify us, our subsidiaries, affiliates, officers, agents, servicers, contractors, and other partners and employees for any costs and expenses, including reasonable attorneys' fees, incurred as a result of us contacting or attempting to contact you at the number(s). Your obligation under this paragraph shall survive termination of the Agreement.

Account Closure

Default: You are in default under this Agreement if (1) bankruptcy or another insolvency proceeding is filed by or against you; (2) we reasonably believe you are unable or unwilling to repay us; (3) you die or are legally incompetent or incapacitated; (4) you fail to comply with the terms of this Agreement, including failing to make a required payment when due, exceeding your credit limit or using your Card or Account for an illegal transaction; (5) you give us misleading, false, incomplete or incorrect information or fail to give us any information we deem necessary; or (6) if you no longer permanently reside in one of the 50 states or the District of Columbia. If you are in default, we may declare the entire Account balance immediately due and payable without advance notice.

Collection Costs: If we use an attorney to collect your Account, we may charge you our legal costs as permitted by law. These include reasonable attorneys' fees, court or other collection costs, and fees and costs of any appeal.

Closing Your Account: You may close your Account at any time. You will remain responsible for any amount you owe us under this Agreement. Any joint Cardholder may cancel a joint Account. However, both of you will remain responsible for paying all amounts owed. If your Account is subject to an Annual Fee, the fee will continue to be charged until you pay your outstanding balance in full.

We may cancel, suspend or not renew your Card, Account, or access to the credit line at any time and for any reason without notice. If your Account is closed by us, the Annual Fee will continue to be charged until you pay your outstanding balance in full.

However, when your Account is closed, if there is: (1) a debit balance of \$1 or less, that balance will be rounded to zero and you will not be required to pay this amount; or (2) a credit balance of \$1 or less, that balance will be rounded to zero and this amount will not be refunded to you. The rounding to zero may occur after your closing statement cycles, and you may not receive a statement reflecting the rounding.

Arbitration Agreement

PLEASE READ CAREFULLY—IMPORTANT—AFFECTS YOUR LEGAL RIGHTS

This agreement to arbitrate provides that you or we can require controversies or disputes between us to be resolved by BINDING ARBITRATION. You have the right to REJECT this agreement to arbitrate by using the procedure explained below.

If you do not reject this agreement to arbitrate, you GIVE UP YOUR RIGHT TO GO TO COURT and controversies or disputes between us will be resolved by a NEUTRAL ARBITRATOR INSTEAD OF A JUDGE OR JURY, using rules that are simpler and more limited than in a court. Arbitrator decisions are subject to VERY LIMITED REVIEW BY A COURT. Arbitration will proceed INDIVIDUALLY— CLASS ACTIONS AND SIMILAR PROCEDURES WILL NOT BE AVAILABLE TO YOU.

Agreement to Arbitrate: You and we agree that either you or we may, without the other's consent, require that controversies or disputes between you and us (all of which are called "Claims"), be submitted to mandatory, binding arbitration. This agreement to arbitrate is made pursuant to a transaction involving interstate commerce, and shall be governed by, and enforceable under, the Federal Arbitration Act (the "FAA"), 9 U.S.C. §1 et seq., and (to the extent State law is applicable), the laws of the State of Nevada.

For purposes of this agreement to arbitrate, "you" includes you, any co-applicant, any Authorized User (including Additional Cardholders), or anyone else connected with you or claiming through you; and "we" or "us" includes Credit One Bank, N.A., all of its parents, subsidiaries, affiliates, successors, predecessors, employees, and related persons or entities, and all third parties who are regarded as agents or representatives of us in connection with the subject matter of the claim or dispute at issue.

Covered Claims: Claims subject to arbitration include, but are not limited to, any controversies or disputes arising from or relating in any way to your Account; any transactions involving your Account; any disclosures made to you concerning your Account; any interest, charges, or fees assessed on your Account; any service(s) or programs related to your Account; and, if permitted by the rules of the arbitration forum, any collection of debt related to your Account. Claims also include controversies or disputes arising from or relating in any way to advertising, solicitations, or any application for, approval of, or establishment of your Account. Claims subject to arbitration include any controversies or disputes based on any theory of law, whether contract, tort, statute, regulation, common law, or equity, or whether they seek legal or equitable remedies. All Claims are subject to arbitration whether they arose in the past, may currently exist, or may arise in the future. Arbitration will apply even if your Account is closed, you pay us in full any outstanding debt you owe, or you file for bankruptcy. Also, controversies or disputes about the validity, enforceability, coverage, meaning, or scope of this agreement to arbitrate or any part thereof are subject to arbitration and are for the arbitrator to decide. Any questions about what Claims are subject to arbitration shall be resolved by interpreting this agreement to arbitrate in the broadest way the law will allow it to be enforced.

Claims Not Covered: Claims (whether brought initially or by counter or cross-claim) are not subject to arbitration if they are filed by you or us in a small claims court, so long as the case remains in such court and only individual claims for relief are advanced in the case.

No Class Arbitration or Consolidation or Joinder of Parties: Class actions and other similar procedures in which individuals seek to represent similarly situated individuals or seek relief on behalf of the general public, and consolidation or joinder of Claims (except for claimants on the same account), are NOT available under this agreement to arbitrate. Claims in arbitration will proceed on an INDIVIDUAL basis only:

UNLESS YOU REJECT THIS AGREEMENT TO ARBITRATE, YOU AND WE WAIVE THE RIGHT TO ASSERT OR PARTICIPATE IN A CLASS ACTION OR ANY REPRESENTATIVE OR CONSOLIDATED PROCEEDING IN COURT OR IN ARBITRATION.

The arbitrator shall have no authority to entertain any Claim as a class action or private attorney general action or on any other similar representative basis, nor shall the arbitrator have any authority to consolidate or join Claims brought by separate claimants (except for claimants on the same account). This also means that the arbitrator shall have no authority to make any award for the benefit of, or against, any person other than the individual who is the named party.[†]

†Notice to California Account Holders: This agreement to arbitrate shall not be construed to prevent you from seeking in the arbitration the remedy of public injunctive relief if (a) you reside in California, (b) you resided in California at the time you entered into this agreement to arbitrate, or (iii) the billing address for your Account is a California address (hereafter, "California Account Holder").

Initiation of Arbitration: The arbitration shall be administered by the American Arbitration Association ("AAA") before a single arbitrator under the AAA's Consumer Arbitration Rules, or by a mutually agreeable administrator, before a single arbitrator, as modified by this arbitration provision. Information about the arbitration process for AAA can be obtained from the AAA at www.adr.org. The arbitrator shall be selected from the AAA (or mutually agreeable administrator) panel of neutrals then active on the roster maintained by the AAA (or mutually agreeable administrator) office located in the city of or nearest to your billing address and, unless otherwise mutually agreed, the arbitrator shall be a retired federal judge, a retired state appellate judge, a retired state trial judge, or a lawyer with at least 15 years of experience in that order of preference.

In the event that the AAA or mutually agreeable administrator is unable or unwilling to handle the Claim for any reason, then the matter shall be arbitrated instead by a neutral arbitrator selected by agreement of the parties (or, if the parties cannot agree, selected by a court in accordance with the FAA).

Arbitration Procedures and Applicable Law; Offer of Settlement: Unlike a lawsuit in state or federal court, arbitration is conducted by a private organization that specializes in alternative dispute resolution. Disputes in arbitration are decided by a neutral arbitrator instead of a judge or jury. You may represent yourself in arbitration, or you may be represented by a lawyer.

Under this agreement to arbitrate, a single arbitrator designated by the arbitration administrator will decide the Claim under applicable law. The arbitrator is bound by the terms of this agreement to arbitrate. The AAA or mutually agreeable administrator will apply its code of procedures in effect at the time the arbitration claim is filed. If there is a conflict between that code of procedures and this arbitration provision and/or any sections of this Card Agreement, this arbitration provision and/or this Card Agreement will control. The arbitrator will honor all claims of privilege recognized by law. Subject to the prohibition on class, representative, and consolidation procedures set forth above, the arbitrator will have the power to award to a party any damages or other relief (including relief in equity) provided for under applicable law. That is, a party will be entitled to recover in arbitration any damages or other relief that it could recover if it prevailed in a court proceeding. An arbitrator's award shall consist of a written statement setting forth the disposition of each Claim. At the request of any party, the arbitrator shall also set forth a written explanation of the essential findings and conclusions on which the award is based. An arbitration award shall decide the rights and obligations only of the parties named in the arbitration, and shall not have any bearing on another person or dispute.

If your Claim is for \$10,000 or less, you may choose whether the arbitration will be conducted solely on the basis of documents, in a telephonic hearing, or in an in-person hearing.

Any in-person hearing will take place in the federal judicial district that includes your billing address at the time the Claim is filed, unless the parties agree to a different place.

The Arbitrator's Decision: The arbitrator's decision will be final and binding on the parties. A party can file a written appeal to the arbitration administrator within thirty (30) days after an award is issued. The appeal will proceed before a panel of three neutral arbitrators designated by the same arbitration administrator. The panel will decide anew all factual and legal issues, following the same rules of procedure, by majority vote any aspect of the original decision objected to. The costs of such an appeal will be borne in accordance with the below paragraph entitled "Fees and Costs". Any review by a court shall be governed by the Federal Arbitration Act. Any final arbitration award will be binding on the named parties and enforceable by any court having jurisdiction.

Fees and Costs: We will pay any costs that are required to be paid by us under the arbitration administrator's rules of procedure. If you file the arbitration, you will pay your share of the initial filing fee, unless you seek and qualify for a fee waiver under the applicable rules of the arbitration administrator. The party filing an appeal shall be responsible for all filing fees and costs of the appeal unless prohibited by administrator's rules of

procedure. All parties are responsible for their own attorney's fees, expert fees and any other expenses, unless the arbitrator awards such fees or expenses to you or us if allowed by applicable law.

Other Parties Subject to this Agreement to Arbitrate: In addition to you and us, the rights and duties described in this agreement to arbitrate apply to: any third party co-defendant of a claim subject to this arbitration provision; all joint account holders, Additional Cardholders, and Authorized Users of your Account(s).

How to REJECT this Agreement to Arbitrate: You can reject this agreement to arbitrate but only if we receive from you a written notice of rejection within 45 days after it was first provided to you. To reject this agreement to arbitrate you must send the notice of rejection to: Credit One Bank, Attention: Arbitration Opt Out, P. O. Box 98873, Las Vegas, NV 89193-8873. Rejection notices sent to any other address will not be accepted or effective. If you decide to reject this agreement to arbitrate in writing, your notice must state that you reject this agreement to arbitrate and include your name, address, account number, and personal signature. Rejection of arbitration will not affect your other rights or responsibilities under this Card Agreement.

Survival, Severability, and Amendment of Terms:

Survival. This agreement to arbitrate shall survive changes in the Agreement and termination of the Account or the relationship between you and us, including the bankruptcy of any party and any transfer or sale of your Account, or amounts owed on your Account, to another person or entity.

Severability. If any part or parts of your agreement to arbitrate are declared unenforceable, then such specific part or parts shall be of no force or effect and shall be severed, but the remainder of this agreement to arbitrate shall continue in full force and effect. If, however, the entire agreement to arbitrate or your waiver of the right to bring or participate in a class or representative action or in consolidation procedures is unenforceable, then the agreement to arbitrate shall be of no force or effect. Notwithstanding the preceding sentence, with respect to California Account Holders, if arbitration is unenforceable, in whole or in part, you and we agree to resolve any Claim by a judicial reference proceeding as described above.

Amendment in Writing Only. This agreement to arbitrate may not be amended, severed, or waived, except as expressly provided in the Agreement or in a written agreement between you and us.

Other Information

Transactions in Foreign Currencies: If you make a transaction at a merchant that settles in a currency other than U.S. dollars, Mastercard International Incorporated or Visa Incorporated will convert that charge into a U.S. Dollar amount. That conversion will be done at a rate selected by Mastercard or Visa from the range of rates available in wholesale currency markets for the applicable central processing date, which rate may vary from the rate Mastercard or Visa itself receives, or the government-mandated rate in effect for the applicable central processing date. The currency conversion rate used on the processing date may differ from the rate that would have been used on the purchase date or on the date the transaction is posted to your Account. You agree to pay the converted amount, including any charges for the conversion that may be imposed as described above.

Changes to Your Agreement: The rates, fees and terms of this Agreement may change and we may add or delete any term to this Agreement, consistent with applicable law. We will give you advance written notice of these changes and a right to reject the change, if required by law.

Unauthorized Use: Notify us immediately if your Card is lost or stolen or you suspect that someone is using your Card or Account without your permission.

Assignment: We may assign any or all of our rights and obligations under this Agreement. You may not assign any of your rights or obligations under this Agreement.

No Waiver: We will not lose our rights under this Agreement because we delay or do not enforce them.

Governing Law: This Agreement is governed by and interpreted in accordance with the laws applicable to national banks, and, where no such laws apply, by the laws of the State of Nevada, excluding the conflicts of law provisions thereof, regardless of your state of residence.

Conformance with Law; Severability: If any part of this Agreement conflicts with applicable law, that provision will be considered modified to conform to applicable law. If any part of this Agreement is invalid, the rest shall remain in effect, except as otherwise noted in the Arbitration Provision.

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 the Billing Inquiries address on the statement.

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 \$50.00 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 \$50.00. (Note: Neither of these are necessary if your purchase was based on an advertisement we mailed to you, or if we own or operate 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 the Billing Inquiries address shown on your statement.

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

Cash Back Rewards Program Supplement

This Supplement describes the terms and conditions of the Credit One Bank Cash Back Rewards Program ("Program") and supplements the Card Agreement that governs your credit card account issued by Credit One Bank, N.A. (the "Account"). By using the Account, you agree to participate in the Program. Your participation is subject to the terms of the Card Agreement, including the arbitration provision, if applicable, and this Supplement. In the event of a conflict between the Card Agreement and this Supplement, with respect to matters relating to the Program, this Supplement controls.

Earning Cash Back Rewards: You earn cash back rewards in the form of an automatic statement credit for purchases using your Account minus returns, refunds, disputed charges and fraudulent transactions ("Net Eligible Purchases"), as follows:

- 5% cash back rewards on eligible gas, grocery, mobile phone service, and internet, cable and satellite TV service purchases for the first \$5,000 per calendar year in eligible gas, grocery, mobile phone service, and internet, cable and satellite TV service purchases, and then 1% thereafter.
- ❖ Certain Non-Eligible Purchases. You will only earn 1% cash back rewards, not 5%, for:
 - Any purchase at a warehouse club (including but not limited to Sam's Club and Costco);
 - Groceries purchased at stores that sell groceries and other products like drugstores and convenience stores or at smaller stores like bakeries, candy, nut or confection stores;
 - Purchases for oil or propane or at home heating companies; and
 - Purchases made with PayPal or at a discount supercenter (including but not limited to Wal-Mart and Target).
- 1% cash back rewards on all other purchases, including, the non-eligible purchases listed above.

You do not earn cash back rewards on Cash Advances, Balance Transfers, unauthorized charges, items returned for credit, interest, fees, and other charges. We will post a statement credit to your Account within seven days after the end of the month based on the Net Eligible Purchases made with your Account from the 27th of the previous month to the 26th of the current month. If your Account is in default, as defined in your Card Agreement, at the time any credit is to be posted, you WILL NOT receive the applicable credit. Cash back rewards have no cash value.

Merchant Categories: Merchants who accept credit cards are assigned a merchant code, which is determined by the merchant or its processor in accordance with the applicable credit card network' procedures based on the kinds of products and services they primarily sell. We have no control over merchant codes. Please note:

- We make every effort to include all relevant merchant codes in our cash back rewards categories. However, even though a merchant or some of the items that it sells may appear to fit within a cash back rewards category, the merchant may not have a merchant code in that category. When this occurs, purchases with that merchant won't qualify for cash back rewards on purchases in that category.
- Although a merchant or the items that it sells may appear to fit the cash back rewards categories, the merchant may not have or use an eligible merchant code. Purchases made without an eligible code WILL NOT qualify for cash back rewards. A merchant with more than one location may submit purchases using different codes, including codes that are not eligible under this Program. This means that purchases from the same merchant at a different location may result in no cash back rewards.
- Purchases submitted by you, an authorized user, or the merchant through third-party payment accounts, mobile or wireless card readers, online or mobile digital wallets, or similar technology will not qualify in a cash back rewards category if the technology is not set up to process the purchase in that cash back rewards category.

Program Restrictions: You will receive an automatic cash back rewards credit on each statement that has at least one Net Purchase. Automatic statement credits for cash back rewards will reduce the balance on your Account but will not count as payments. You will still be required to pay at least the Minimum Payment Due as shown on your billing statement each month. You WILL NOT earn cash back rewards for Purchases made while your Account is in default as defined within your Card Agreement. This Program excludes Accounts already enrolled in a different Credit One Bank cash back rewards program.

Changes: The Program may be changed (added to, modified or deleted) by us at any time, including without limitation amendments to the definition of eligible and non-eligible purchase at any time without notice. We will give you prior notice to the extent required by law. Any revisions may affect your ability to earn cash back rewards.

Termination: We may suspend or terminate the Program or your participation in the Program at any time without prior notice. In such event, we will evaluate your Account for any eligible cash back rewards as of the Program termination date. Provided that you meet all of the other Program Restrictions listed above at that time, you will receive a distribution of the cash back rewards earned during the current billing period in the form of a statement credit.

Limited Liability: Unless otherwise required by law, this Program, or our Card Agreement with you, we will not be liable to you or anyone making a claim on your behalf, in connection with: (1) any change or termination of the Program; (2) any loss, damage, expense or inconvenience caused by any occurrence outside of our control; (3) any taxes that you incur as a result of receiving cash back rewards, payment of which taxes will be your responsibility; (4) any merchandise or services you purchase, or for any direct, indirect or consequential damages with respect to the use of your Account. In any event, any liability that Credit One Bank may have to you in connection with the Program shall be limited to the amount of any cash back rewards you have earned in this Program. The Program and cash back rewards are void or limited where prohibited or restricted, respectively, by federal, state or local law.

Pricing Summary

Interest Rates and Interest Charges	
ANNUAL PERCENTAGE RATE (APR) for Purchases	23.99% This APR will vary with the market based on the Prime Rate.
APR for Balance Transfers	23.99% This APR will vary with the market based on the Prime Rate.
APR for Cash Advances	23.99% This APR will vary with the market based on the Prime Rate.
Paying Interest	Your due date is at least 24 days after the close of each billing cycle. We will not charge you any interest on Purchases if you pay your entire balance by the due date each month. We will begin charging interest on Cash Advances and Balance Transfers from the posting date.
Minimum Interest Charge	If you are charged interest, the charge will be no less than \$1.00.
For Credit Card Tips from the Consumer Financial Protection Bureau	To learn more about factors to consider when applying for or using a credit card, visit the website of the Consumer Financial Protection Bureau at http:// www.consumerfinance.gov/learnmore .
Fees	
Annual Fee	\$0
Transaction Fees • Balance Transfer • Cash Advance • Foreign Transaction	Either \$10 or 5% of the amount of each Balance Transfer, whichever is greater. Either \$10 or 5% of the amount of each Cash Advance, whichever is greater. Either \$1 or 3% of the amount of each purchase in U.S. dollars, whichever is greater.
Penalty Fees • Late Payment • Returned Payment	Up to \$39* Up to \$39**

How We Will Calculate Your Balance: We use a method called “average daily balance (including new Purchases).” See your Card Agreement for more details.

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

***Late Payment Fee:** We will charge the maximum safe harbor amount, which is set annually in accordance with 12 C.F.R 1026.52(b)(1)(ii)(D). Currently the fee is \$29, unless you incurred a Late Payment Fee during the prior six billing cycles. If you did, the fee is currently \$39. This fee will not exceed the related Minimum Payment that was due. We charge a Late Payment Fee to your Account if at least the Amount Due This Period (less any Late

Payment Fee for the current billing cycle) plus any Past Due Amount is not received by 5:00 p.m. PT on the Payment Due Date shown on your statement.

****Returned Payment Fee:** We will charge the maximum safe harbor amount, which is set annually in accordance with 12 C.F.R 1026.52(b)(1)(ii)(D). If a payment is not honored upon first presentment, even if the payment is later honored, a Returned Payment Fee will be charged to your Account. Currently, the fee is \$29, unless you incurred a Returned Payment Fee in the prior six billing cycles. If you did, the fee is currently \$39. This fee will not exceed the related Minimum Payment that was due.

Additional Rate Information: The Purchase, Balance Transfer and Cash Advance APR equals the Prime Rate plus a margin of 20.74%. This corresponds to a monthly periodic rate of 1.99917%.

Minimum Payments: You may pay the entire New Balance shown on your billing statement at any time. Each billing period you must pay at least the Minimum Payment Due by the Payment Due Date shown on your billing statement. The Minimum Payment Due will be the sum of:

- 3.5% of your outstanding balance, rounded up to the next whole dollar, or \$30, whichever is greater;
- any Late Payment Fee for the current billing cycle;
- and any Past Due Amount (excluding any past due Late Payment Fees).

The Agreement

This Agreement, together with the Pricing Summary, is your contract with us.

Accepting this Agreement: You accept this Agreement when you use the Account. You may still reject this Agreement if you have not yet used the Card, used the Account, or paid a fee after receiving a billing statement. To reject the Agreement, call us at 866-515-5721 or write us at Bank Card Center, P.O. Box 95516, Las Vegas, NV 89193-5516. If you reject the Agreement, you are not responsible for any fees or charges.

Arbitration: This Agreement includes an Arbitration Provision with class action and jury trial waivers. You can reject the Arbitration Provision. See "How to REJECT this agreement to arbitrate" in the Arbitration section. If you do not, it will be part of this Agreement.

Promise to Pay: You agree to pay us for all amounts due on your Account, including credit for Purchases, Balance Transfers, and Cash Advances, as well as interest charges and fees. This includes charges made by Additional Cardholders and other Authorized Users.

Definitions

Account means the Credit One Bank card account under this Agreement.

Authorized User means any person you allow to use your Account or Card, including Additional Cardholders. If the Authorized User has been issued a Card and you want to terminate the Authorized User, you must notify us by telephone or in writing.

Balance Transfer means a transaction we designate that allows you to use your Account to pay another creditor or yourself. Balance Transfers cannot be used to pay us or our affiliates. A Balance Transfer will be subject to the terms of the Balance Transfer offer and this Agreement.

Card refers to one or more cards or access devices, including your Account number, that we give you or someone else with your authorization to get credit under this Agreement.

Cardholder refers to each person with a card issued in their name.

Cash Advance means the use of your Account to obtain funds at a financial institution or the use of a Convenience Check.

Convenience Check means a check we issue to you to take a Cash Advance. You may not use these checks to pay us or our affiliates.

Purchase means the use of the Account to obtain goods or services.

Prime Rate means the highest U.S. Prime Rate in the Money Rates section of The Wall Street Journal on the 25th day of the month, or the next day if that day is not a publication day. If The Wall Street Journal does not publish the U.S. Prime Rate, we may substitute another index.

we, us, our, and Credit One Bank refer to Credit One Bank, N.A., the issuer of your Card.

you, and your refer to each person who has applied for the Account and where appropriate, the Authorized User.

Features and Use of Your Account

Using Your Card: You may make Purchases wherever the Card is accepted. You may use the Account to obtain Cash Advances, but you may not make more than two Cash Advance transactions per day and you may not obtain more than \$200 in Cash Advances per day. You may use the Account only for personal, family, or household purposes, and if your Account is used for any other purpose you are still responsible for such use. You may not use the Account for business or commercial purposes. The Account may not be used for online or internet gambling or illegal purposes.

Your Credit Limit: We will tell you your credit limit. Keep your Account balance below your credit limit. If you do not, you must still pay us. We may designate part of your credit limit as a Cash Advance limit and part as a Balance Transfer limit. We may change your credit limit(s) at any time, without notice. You may use a portion of your credit limit for Cash Advances and Balance Transfers. Each Purchase, Cash Advance, and Balance Transfer obtained will reduce the amount of available credit under your credit limit until it is repaid. We may delay increasing your available credit by the amount of any payment that we receive for up to 12 calendar days.

Credit Limit Increase: To request a credit limit increase contact the Customer Service number on your statement. We may impose a fee for processing the request.

Credit Authorizations: We may decline to authorize a transaction for any reason. We will not be liable to you if we decline a transaction or if anyone refuses any use of your Card.

Automatic Billing: You may set up automatic billing with a merchant. You authorize us to provide an updated Account number or Card expiration date to any merchant at our discretion. Contact the merchant to stop automatic billing.

Joint Accounts: If this is a joint account, each of you is responsible individually and together for all amounts owed. Each of you is responsible even if the Account is used by only one of you. You will continue to be liable for the entire balance of the Account, even if your co-applicant is ordered by a court to pay us. You will remain liable to us if your co-applicant fails to pay as ordered by the court. Your Account status will continue to be reported to the credit reporting agencies under each of your names. The delivery of notices or billing statements to either of you serves as delivery to each of you. We may rely on instructions given by either of you. We are not liable to either of you for relying upon such instructions.

Electronic Access: Applications (apps) on electronic devices (such as mobile wallets) can store your Card and can be used to get credit under this Agreement. Such transactions are covered by this Agreement. Apps may have separate terms of use. We are not responsible if you violate those terms or for any consequences from violating those terms.

Additional Cardholder: At your request, we may, at our discretion, issue, in the name of another person, an additional Card on your Account. That person is an Additional Cardholder, as well as an Authorized User. An Additional Cardholder has access to certain Account information including balance, available credit and payment information. If you advise us that the Additional Cardholder is your spouse, information regarding the Account will be provided to consumer reporting agencies in your name as well as in the name of the Additional Cardholder. By requesting that we add an Additional Cardholder to your Account, you represent that you (1) have the consent of the Additional Cardholder to be added to the Account, (2) have provided a copy of this Agreement to the Additional Cardholder, and (3) if the Additional Cardholder is your spouse, you have told the Additional Cardholder that Credit One Bank will furnish credit information about them to the credit reporting agencies in connection with the Account. The Additional Cardholder may report the Card lost or stolen and may remove him or herself from the Account.

Interest Rates and Interest Changes

Annual Percentage Rates (APRs): See the Pricing Summary for your APRs. The APR for Balance Transfers will be the same as the APR for standard Purchases, unless a promotional rate applies.

Variable Rates: Your Pricing Summary indicates whether you have any variable APRs. Variable APRs are determined by adding to the Prime Rate the number of percentage points ("margin") specified in the Pricing Summary. Variable APRs will increase or decrease when the Prime Rate changes. The APR change will take effect beginning with billing cycles that end on or after the first day of the month after the month in which the Prime Rate changes. An increase in the APR will increase your interest charges and may increase your Minimum Payment Due.

Average Daily Balance Method (including new transactions): We calculate interest each billing cycle by first figuring the "average daily balance" for each type of balance. Standard Purchases, standard Cash Advances, standard Balance Transfers, and each promotional offer, are all types of balances.

For each type of balance, for each billing cycle, we start with the balance on the last day of your previous billing cycle. We subtract any unpaid interest. This is the beginning balance each day. Each day of the billing cycle we subtract any new payments and credits applied to that type of balance. We add any new transactions and fees for that type of balance. We add Purchases, Cash Advances, and Balance Transfers on the post date. We add

transaction fees on promotional rate and non-promotional rate Balance Transfers to the same type of balance as the transaction. We add all other fees to the standard Purchase balance. This gives us the daily balance for that type of balance, except that if the daily balance is negative, we treat it as zero. We then add up all of the daily balances and divide by the number of days in the billing cycle. This gives us the "average daily balance" for that type of balance. We multiply the average daily balance by the applicable monthly periodic rate (the APR divided by 12). This gives us the interest charged for that type of balance for that billing cycle. This interest is included in the Account balance on the last day of the billing cycle. The results for all types of balances are then added together to determine the total interest charged that billing cycle.

When Interest Begins: We begin to impose interest on a transaction or fee from the day we add it to the daily balance. We continue to impose interest until you pay the total amount you owe us. You can avoid paying interest on Purchases as described below. However, you cannot avoid paying interest on Balance Transfers or Cash Advances.

How to Avoid Paying Interest on Purchases ("Grace Period"): If you pay the New Balance on your billing statement by the Payment Due Date shown on that billing statement, we will not impose interest on new Purchases paid by the Payment Due Date on your current billing statement. The Payment Due Date will be at least 24 days after the close of the billing cycle. If you have been paying your Account balance in full and thereby avoiding interest on Purchases, but then do not pay the next New Statement Balance in full by the Payment Due Date, in that billing cycle we will start charging interest on the unpaid portion of your balance.

Fees

See the Pricing Summary for additional Fee information.

Annual Fee: If your Account is subject to an Annual Fee, the amount and when it is billed is shown on the Pricing Summary. The Annual Fee is billed to the Account until the Account is closed and the outstanding balance is paid in full. The Annual Fee is refundable as long as you cancel your Account and have not used your card for any Purchases, Cash Advances, or Balance Transfers and you have not made a payment.

Credit Limit Increase Fee: If a fee is imposed for processing a Credit Limit increase request, we will tell you the amount of the fee at the time of your request and before you agree to it.

Transaction Fee for Balance Transfers: The transaction fee for Balance Transfers will be the same as the transaction fee for Cash Advances, unless a promotional fee applies.

Foreign Transaction Fee: We add this fee for each purchase made outside the U.S. (A purchase is made outside the U.S. unless it is made with a U.S. merchant, processed completely in the U.S., and in U.S. dollars.) The fee is a percentage of the U.S. dollar amount of the purchase.

Optional Express Payment Service Fee: If a representative of ours helps expedite your payment, we may impose an Express Payment fee. You will be informed of the amount of the fee before you complete the transaction.

Duplicate Statement Fee: If you request a duplicate copy of a monthly statement, for any purpose other than to assert a billing error, you will be charged a fee of up to \$10 for each statement copy requested.

Sales Slip Request Fee: If you request a copy of a sales slip, for any purpose other than to resolve a dispute about the charges on your Account, you will be charged a fee of \$6 for each sales slip copy requested.

Replacement Card Fee: If you request a replacement card, a Replacement Card Fee of up to \$25 may be charged to your Account.

Payments

Minimum Payment Due: See the Pricing Summary for the minimum payment requirements.

Small Balances: As it is uneconomical for both you and us to process payments or maintain credits that are \$1 or less in amount, you agree as follows: (1) In any billing cycle in which you have had no transactions and your New Balance on the billing date is \$1 or less, the balance will be rounded to zero and you will not receive a bill for this amount. (2) In the event that you have a credit balance of \$1 or less for two consecutive billing cycles, the balance will be rounded to zero and you will not receive a refund of this amount.

Payment Instructions: You must pay us in U.S. dollars, in funds on deposit in the U.S. We credit your payments in accordance with the terms contained on your billing statement. If you mail your payment to an address other than the address designated on your billing statement, there may be a delay in processing and crediting the payment to your Account.

Irregular Payments: Any payment submitted in offer of settlement of a disputed debt, including any item containing a notation such as “paid in full,” and any other item with a restrictive endorsement, must be sent to: Credit One Bank, P.O. Box 95516, Las Vegas, NV 89193-5516. We can accept late payments, partial payments, and checks or other items with restrictive endorsements at any other address without losing any of our rights under this Agreement.

Postdated Checks: You agree that we need not examine any payment check to confirm that it is not postdated and that we may deposit any postdated check on the day we receive it.

Payment Allocation: We apply payments up to the Minimum Payment Due and credits at our discretion, which may result in balances at lower APRs being paid first and higher interest charges. Payments over the Minimum Payment Due will be applied to balances with higher APRs first.

Collecting, Sharing, and Updating Information

Customer Privacy: We send you our Privacy Policy when you open your Account and thereafter in accordance with applicable law. It summarizes the personal information we collect; how we safeguard its confidentiality and security; when it may be shared with others; and how you can limit our sharing of this information. You accept the terms of our Privacy Policy when you use the Account. Contact us or visit CreditOne.com if you would like a copy.

Information About You: You authorize us to obtain and/or use information about you from third parties and credit reporting agencies to: (1) verify your identity and/or conduct investigative inquiries; (2) determine your income and credit eligibility; (3) review your Account and provide renewal of credit; (4) verify your current credit standing in order to present future credit limit increases or decreases; (5) qualify you for and present additional lines of credit or other offers; and (6) collect amounts owing on your Account. Upon request, we will tell you the name and address of any credit reporting agency that provided us with information concerning you.

Furnishing Information: We may furnish information concerning your Account or credit file to consumer reporting agencies and others who may properly receive that information. If you believe that information we furnished is inaccurate or incomplete, please write us at Credit One Bank, P. O. Box 98873, Las Vegas, NV 89193-8873. Please include your name, address, home phone number and Account number.

Telephone Calls, Text Messages and Emails Regarding Your Account: You are providing express written permission and consent authorizing Credit One Bank and our agents, servicers, contractors, subsidiaries, affiliates, officers, and other partners and employees to contact you at any phone number (including mobile, cellular/wireless, or similar devices) or email address you provide at any time, for any lawful purpose. The ways in which we may contact you include live operator, automatic telephone dialing systems (auto-dialer), prerecorded and artificial voice message, text/SMS message or email. Phone numbers and email addresses you provide include those you give to us, those from which you, or someone acting on your behalf, contact us or which we obtain through other means. If you provide a phone number for which you are not the owner, you confirm you are authorized to provide that number. Such lawful purposes include, but are not limited to: obtaining information; activation of the card for verification and identification purposes; account transactions or servicing related matters; suspected fraud or identity theft; collection on the Account; and providing information about special products and services. You agree to pay any fee(s) or charge(s) that you may incur for incoming communications from us or outgoing communications to us, to or from any such number or email address, without reimbursement from us.

Communication Revocation: You may revoke your authorization for most communications. However, you cannot revoke authorization for fraud related communications or legally required communications. To change your communication preferences or to revoke consent you must write us. Please:

- include your name, mailing address, and the last four digits of your Account number;
- specify whether you are changing your preferences regarding mail, telephone calls, emails, and/or text or SMS messages;
- provide the specific phone number(s) and/or email address for which you are requesting communications to cease;
- send this written notice to: Credit One Bank, P.O. Box 98873, Las Vegas, NV 89193-8873.

Certain communication preferences can be changed on-line. Please log in to your Account to see if that option is available.

Telephone Monitoring: You agree that we (and our servicers, agents and contractors) may monitor and record any calls between you and us.

Updating Your Phone Number: Notify us immediately if you change mobile or cell phone numbers or plan to give your phone to someone else. It is your responsibility to provide us with a true, accurate and complete mobile number and to maintain and update promptly any changes in this information. You can update your mobile number by calling us at the phone number on the back of your Card.

Indemnification: If you provide telephone number(s) for which you are not the subscriber, or fail to notify us when you cease to be the subscriber for a telephone number you previously gave us, you agree to indemnify us, our subsidiaries, affiliates, officers, agents, servicers, contractors, and other

partners and employees for any costs and expenses, including reasonable attorneys' fees, incurred as a result of us contacting or attempting to contact you at the number(s). Your obligation under this paragraph shall survive termination of the Agreement.

Account Closure

Default: You are in default under this Agreement if (1) bankruptcy or another insolvency proceeding is filed by or against you; (2) we reasonably believe you are unable or unwilling to repay us; (3) you die or are legally incompetent or incapacitated; (4) you fail to comply with the terms of this Agreement, including failing to make a required payment when due, exceeding your credit limit or using your Card or Account for an illegal transaction; (5) you give us misleading, false, incomplete or incorrect information or fail to give us any information we deem necessary; or (6) if you no longer permanently reside in one of the 50 states or the District of Columbia. If you are in default, we may declare the entire Account balance immediately due and payable without advance notice.

Collection Costs: If we use an attorney to collect your Account, we may charge you our legal costs as permitted by law. These include reasonable attorneys' fees, court or other collection costs, and fees and costs of any appeal.

Closing Your Account: You may close your Account at any time. You will remain responsible for any amount you owe us under this Agreement. Any joint Cardholder may cancel a joint Account. However, both of you will remain responsible for paying all amounts owed. If your Account is subject to an Annual Fee, the fee will continue to be charged until you pay your outstanding balance in full.

We may cancel, suspend or not renew your Card, Account, or access to the credit line at any time and for any reason without notice. If your Account is closed by us, the Annual Fee will continue to be charged until you pay your outstanding balance in full.

However, when your Account is closed, if there is: (1) a debit balance of \$1 or less, that balance will be rounded to zero and you will not be required to pay this amount; or (2) a credit balance of \$1 or less, that balance will be rounded to zero and this amount will not be refunded to you. The rounding to zero may occur after your closing statement cycles, and you may not receive a statement reflecting the rounding.

Arbitration Agreement

PLEASE READ CAREFULLY—IMPORTANT—AFFECTS YOUR LEGAL RIGHTS

This agreement to arbitrate provides that you or we can require controversies or disputes between us to be resolved by BINDING ARBITRATION. You have the right to REJECT this agreement to arbitrate by using the procedure explained below.

If you do not reject this agreement to arbitrate, you GIVE UP YOUR RIGHT TO GO TO COURT and controversies or disputes between us will be resolved by a NEUTRAL ARBITRATOR INSTEAD OF A JUDGE OR JURY, using rules that are simpler and more limited than in a court. Arbitrator decisions are subject to VERY LIMITED REVIEW BY A COURT. Arbitration will proceed INDIVIDUALLY— CLASS ACTIONS AND SIMILAR PROCEDURES WILL NOT BE AVAILABLE TO YOU.

Agreement to Arbitrate: You and we agree that either you or we may, without the other's consent, require that controversies or disputes between you and us (all of which are called "Claims"), be submitted to mandatory, binding arbitration. This agreement to arbitrate is made pursuant to a transaction involving interstate commerce, and shall be governed by, and enforceable under, the Federal Arbitration Act (the "FAA"), 9 U.S.C. §1 et seq., and (to the extent State law is applicable), the laws of the State of Nevada.

For purposes of this agreement to arbitrate, "you" includes you, any co-applicant, any Authorized User (including Additional Cardholders), or anyone else connected with you or claiming through you; and "we" or "us" includes Credit One Bank, N.A., all of its parents, subsidiaries, affiliates, successors, predecessors, employees, and related persons or entities, and all third parties who are regarded as agents or representatives of us in connection with the subject matter of the claim or dispute at issue.

Covered Claims: Claims subject to arbitration include, but are not limited to, any controversies or disputes arising from or relating in any way to your Account; any transactions involving your Account; any disclosures made to you concerning your Account; any interest, charges, or fees assessed on your Account; any service(s) or programs related to your Account; and, if permitted by the rules of the arbitration forum, any collection of debt related to your Account. Claims also include controversies or disputes arising from or relating in any way to advertising, solicitations, or any application for, approval of, or establishment of your Account. Claims subject to arbitration include any controversies or disputes based on any theory of law, whether contract, tort, statute, regulation, common law, or equity, or whether they seek legal or equitable remedies. All Claims are subject to arbitration whether they arose in the past, may currently exist, or may arise in the future. Arbitration will apply even if your Account is closed, you pay us in full any outstanding debt you owe, or you file for bankruptcy. Also, controversies or disputes about the validity, enforceability, coverage, meaning, or scope of this agreement to arbitrate or any part thereof are subject to arbitration and are for the arbitrator to decide. Any questions about what Claims are subject to arbitration shall be resolved by interpreting this agreement to arbitrate in the broadest way the law will allow it to be enforced.

Claims Not Covered: Claims (whether brought initially or by counter or cross-claim) are not subject to arbitration if they are filed by you or us in a small claims court, so long as the case remains in such court and only individual claims for relief are advanced in the case.

No Class Arbitration or Consolidation or Joinder of Parties: Class actions and other similar procedures in which individuals seek to represent similarly situated individuals or seek relief on behalf of the general public, and consolidation or joinder of Claims (except for claimants on the same account), are NOT available under this agreement to arbitrate. Claims in arbitration will proceed on an INDIVIDUAL basis only:

UNLESS YOU REJECT THIS AGREEMENT TO ARBITRATE, YOU AND WE WAIVE THE RIGHT TO ASSERT OR PARTICIPATE IN A CLASS ACTION OR ANY REPRESENTATIVE OR CONSOLIDATED PROCEEDING IN COURT OR IN ARBITRATION.

The arbitrator shall have no authority to entertain any Claim as a class action or private attorney general action or on any other similar representative basis, nor shall the arbitrator have any authority to consolidate or join Claims brought by separate claimants (except for claimants on the same account). This also means that the arbitrator shall have no authority to make any award for the benefit of, or against, any person other than the individual who is the named party.[†]

†Notice to California Account Holders: This agreement to arbitrate shall not be construed to prevent you from seeking in the arbitration the remedy of public injunctive relief if (a) you reside in California, (b) you resided in California at the time you entered into this agreement to arbitrate, or (iii) the billing address for your Account is a California address (hereafter, "California Account Holder").

Initiation of Arbitration: The arbitration shall be administered by the American Arbitration Association ("AAA") before a single arbitrator under the AAA's Consumer Arbitration Rules, or by a mutually agreeable administrator, before a single arbitrator, as modified by this arbitration provision. Information about the arbitration process for AAA can be obtained from the AAA at www.adr.org. The arbitrator shall be selected from the AAA (or mutually agreeable administrator) panel of neutrals then active on the roster maintained by the AAA (or mutually agreeable administrator) office located in the city of or nearest to your billing address and, unless otherwise mutually agreed, the arbitrator shall be a retired federal judge, a retired state appellate judge, a retired state trial judge, or a lawyer with at least 15 years of experience in that order of preference.

In the event that the AAA or mutually agreeable administrator is unable or unwilling to handle the Claim for any reason, then the matter shall be arbitrated instead by a neutral arbitrator selected by agreement of the parties (or, if the parties cannot agree, selected by a court in accordance with the FAA).

Arbitration Procedures and Applicable Law; Offer of Settlement: Unlike a lawsuit in state or federal court, arbitration is conducted by a private organization that specializes in alternative dispute resolution. Disputes in arbitration are decided by a neutral arbitrator instead of a judge or jury. You may represent yourself in arbitration, or you may be represented by a lawyer.

Under this agreement to arbitrate, a single arbitrator designated by the arbitration administrator will decide the Claim under applicable law. The arbitrator is bound by the terms of this agreement to arbitrate. The AAA or mutually agreeable administrator will apply its code of procedures in effect at the time the arbitration claim is filed. If there is a conflict between that code of procedures and this arbitration provision and/or any sections of this Card Agreement, this arbitration provision and/or this Card Agreement will control. The arbitrator will honor all claims of privilege recognized by law. Subject to the prohibition on class, representative, and consolidation procedures set forth above, the arbitrator will have the power to award to a party any damages or other relief (including relief in equity) provided for under applicable law. That is, a party will be entitled to recover in arbitration any damages or other relief that it could recover if it prevailed in a court proceeding. An arbitrator's award shall consist of a written statement setting forth the disposition of each Claim. At the request of any party, the arbitrator shall also set forth a written explanation of the essential findings and conclusions on which the award is based. An arbitration award shall decide the rights and obligations only of the parties named in the arbitration, and shall not have any bearing on another person or dispute.

If your Claim is for \$10,000 or less, you may choose whether the arbitration will be conducted solely on the basis of documents, in a telephonic hearing, or in an in-person hearing.

Any in-person hearing will take place in the federal judicial district that includes your billing address at the time the Claim is filed, unless the parties agree to a different place.

The Arbitrator's Decision: The arbitrator's decision will be final and binding on the parties. A party can file a written appeal to the arbitration administrator within thirty (30) days after an award is issued. The appeal will proceed before a panel of three neutral arbitrators designated by the same arbitration administrator. The panel will decide anew all factual and legal issues, following the same rules of procedure, by majority vote any aspect of the original decision objected to. The costs of such an appeal will be borne in accordance with the below paragraph entitled "Fees and Costs". Any review by a court shall be governed by the Federal Arbitration Act. Any final arbitration award will be binding on the named parties and enforceable by any court having jurisdiction.

Fees and Costs: We will pay any costs that are required to be paid by us under the arbitration administrator's rules of procedure. If you file the arbitration, you will pay your share of the initial filing fee, unless you seek and qualify for a fee waiver under the applicable rules of the arbitration administrator. The party filing an appeal shall be responsible for all filing fees and costs of the appeal unless prohibited by administrator's rules of

procedure. All parties are responsible for their own attorney's fees, expert fees and any other expenses, unless the arbitrator awards such fees or expenses to you or us if allowed by applicable law.

Other Parties Subject to this Agreement to Arbitrate: In addition to you and us, the rights and duties described in this agreement to arbitrate apply to: any third party co-defendant of a claim subject to this arbitration provision; all joint account holders, Additional Cardholders, and Authorized Users of your Account(s).

How to REJECT this Agreement to Arbitrate: You can reject this agreement to arbitrate but only if we receive from you a written notice of rejection within 45 days after it was first provided to you. To reject this agreement to arbitrate you must send the notice of rejection to: Credit One Bank, Attention: Arbitration Opt Out, P. O. Box 98873, Las Vegas, NV 89193-8873. Rejection notices sent to any other address will not be accepted or effective. If you decide to reject this agreement to arbitrate in writing, your notice must state that you reject this agreement to arbitrate and include your name, address, account number, and personal signature. Rejection of arbitration will not affect your other rights or responsibilities under this Card Agreement.

Survival, Severability, and Amendment of Terms:

Survival. This agreement to arbitrate shall survive changes in the Agreement and termination of the Account or the relationship between you and us, including the bankruptcy of any party and any transfer or sale of your Account, or amounts owed on your Account, to another person or entity.

Severability. If any part or parts of your agreement to arbitrate are declared unenforceable, then such specific part or parts shall be of no force or effect and shall be severed, but the remainder of this agreement to arbitrate shall continue in full force and effect. If, however, the entire agreement to arbitrate or your waiver of the right to bring or participate in a class or representative action or in consolidation procedures is unenforceable, then the agreement to arbitrate shall be of no force or effect. Notwithstanding the preceding sentence, with respect to California Account Holders, if arbitration is unenforceable, in whole or in part, you and we agree to resolve any Claim by a judicial reference proceeding as described above.

Amendment in Writing Only. This agreement to arbitrate may not be amended, severed, or waived, except as expressly provided in the Agreement or in a written agreement between you and us.

Other Information

Transactions in Foreign Currencies: If you make a transaction at a merchant that settles in a currency other than U.S. dollars, Mastercard International Incorporated or Visa Incorporated will convert that charge into a U.S. Dollar amount. That conversion will be done at a rate selected by Mastercard or Visa from the range of rates available in wholesale currency markets for the applicable central processing date, which rate may vary from the rate Mastercard or Visa itself receives, or the government-mandated rate in effect for the applicable central processing date. The currency conversion rate used on the processing date may differ from the rate that would have been used on the purchase date or on the date the transaction is posted to your Account. You agree to pay the converted amount, including any charges for the conversion that may be imposed as described above.

Changes to Your Agreement: The rates, fees and terms of this Agreement may change and we may add or delete any term to this Agreement, consistent with applicable law. We will give you advance written notice of these changes and a right to reject the change, if required by law.

Unauthorized Use: Notify us immediately if your Card is lost or stolen or you suspect that someone is using your Card or Account without your permission.

Assignment: We may assign any or all of our rights and obligations under this Agreement. You may not assign any of your rights or obligations under this Agreement.

No Waiver: We will not lose our rights under this Agreement because we delay or do not enforce them.

Governing Law: This Agreement is governed by and interpreted in accordance with the laws applicable to national banks, and, where no such laws apply, by the laws of the State of Nevada, excluding the conflicts of law provisions thereof, regardless of your state of residence.

Conformance with Law; Severability: If any part of this Agreement conflicts with applicable law, that provision will be considered modified to conform to applicable law. If any part of this Agreement is invalid, the rest shall remain in effect, except as otherwise noted in the Arbitration Provision.

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 the Billing Inquiries address on the statement.

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 \$50.00 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 \$50.00. (Note: Neither of these are necessary if your purchase was based on an advertisement we mailed to you, or if we own or operate 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 the Billing Inquiries address shown on your statement.

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

Cash Back Rewards Program Supplement

This Supplement describes the terms and conditions of the Credit One Bank Cash Back Rewards Program ("Program") and supplements the Card Agreement that governs your credit card account issued by Credit One Bank, N.A. (the "Account"). By using the Account, you agree to participate in the Program. Your participation is subject to the terms of the Card Agreement, including the arbitration provision, if applicable, and this Supplement. In the event of a conflict between the Card Agreement and this Supplement, with respect to matters relating to the Program, this Supplement controls.

Earning Cash Back Rewards: You earn cash back rewards in the form of an automatic statement credit equal to 2% of Net Eligible Purchases (as defined below) made with your Account. You do not earn cash back rewards on Cash Advances, Balance Transfers, interest, fees, and other charges. We will post a statement credit to your Account within seven days after the end of the month based on the Net Eligible Purchases made with your Account from the 27th of the previous month to the 26th of the current month. If your Account is in default, as defined in your Card Agreement, at the time the credit is to be posted, you WILL NOT receive the credit. Cash back rewards have no cash value.

Merchant Categories: Merchants who accept credit cards are assigned a merchant code, which is determined by the merchant or its processor in accordance with the applicable credit card network's procedures based on the kinds of products and services they primarily sell. We have no control over merchant codes. Please note:

- We make every effort to include all relevant merchant codes in our cash back rewards categories. However, even though a merchant or some of the items that it sells may appear to fit within a cash back rewards category, the merchant may not have a merchant code in that category. When this occurs, Purchases with that merchant won't qualify for cash back rewards offers on Purchases in that category.
- Although a merchant or the items that it sells may appear to fit the cash back rewards categories, the merchant may not have or use an eligible Code. Purchases made without an eligible code WILL NOT qualify for cash back rewards. A merchant with more than one location may submit Purchases using different codes, including codes that are not eligible under this Program. This means that Purchases from the same merchant at a different location may result in no cash back rewards.
- Purchases submitted by you, an authorized user, or the merchant through third-party payment accounts, mobile or wireless card readers, online or mobile digital wallets, or similar technology will not qualify in a cash back rewards category if the technology is not set up to process the purchase in that cash back rewards category.

Eligible Purchases: Eligible Purchases are Purchases from merchants in the following categories:

- gasoline,
- grocery (grocery Purchases do not include Purchases at superstores, at stores that sell groceries and other products like drugstores and convenience stores; or at smaller stores like bakeries, candy, nut or confection stores),
- mobile phone service, and
- internet, cable and satellite TV service.

Purchases That Are Not Eligible: Purchases from the following types of merchants are not eligible for cash back rewards:

- oil, propane, home heating companies,
- PayPal,
- warehouse clubs (including but not limited to Sam's Club and Costco),
- discount supercenters (including but not limited to Wal-Mart and Target).

Net Eligible Purchases: Net Eligible Purchases are Eligible Purchases minus any returns, disputed charges, unauthorized charges, illegal or fraudulent charges or other credits for such Purchases.

Program Restrictions: You will receive an automatic cash back rewards credit on each statement that has at least one Net Eligible Purchase. Automatic statement credits for cash back rewards will reduce the balance on your Account but will not count as payments. You will still be required to pay at least the Minimum Payment Due as shown on your billing statement each month. You WILL NOT earn cash back rewards for Purchases made while your Account is in default as defined within your Card Agreement. This Program excludes Accounts already enrolled in a different Credit One Bank cash back rewards program.

Changes: The Program may be changed (added to, modified or deleted) by us at any time, including without limitation amendments to the definition of Eligible Purchases. We will give you prior notice to the extent required by law. Any revisions may affect your ability to earn cash back rewards.

Termination: We may suspend or terminate the Program or your participation in the Program at any time without prior notice. In such event, we will evaluate your Account for any eligible cash back rewards as of the Program termination date. Provided that you meet all of the other Program Restrictions listed above at that time, you will receive a distribution of the cash back rewards earned during the current billing period in the form of a statement credit.

Limited Liability: Unless otherwise required by law, this Program, or our Card Agreement with you, we will not be liable to you or anyone making a claim on your behalf, in connection with: (1) any change or termination of the Program; (2) any loss, damage, expense or inconvenience caused

by any occurrence outside of our control; (3) any taxes that you incur as a result of receiving cash back rewards, payment of which taxes will be your responsibility; (4) any merchandise or services you purchase, or for any direct, indirect or consequential damages with respect to the use of your Account. In any event, any liability that Credit One Bank may have to you in connection with the Program shall be limited to the amount of any cash back rewards you have earned in this Program. The Program and cash back rewards are void or limited where prohibited or restricted, respectively, by federal, state or local law.

Pricing Summary

Interest Rates and Interest Charges	
ANNUAL PERCENTAGE RATE (APR) for Purchases	24.40%
ANNUAL PERCENTAGE RATE (APR) for Balance Transfers	24.40%
ANNUAL PERCENTAGE RATE (APR) for Cash Advances	24.40%
Paying Interest	Your due date is at least 24 days after the close of each billing cycle. We will not charge you any interest on Purchases if you pay your entire balance by the due date each month. We will begin charging interest on Cash Advances and Balance Transfers from the posting date.
Minimum Interest Charge	If you are charged interest, the charge will be no less than \$1.00.
For Credit Card Tips from the Consumer Financial Protection Bureau	To learn more about factors to consider when applying for or using a credit card, visit the website of the Consumer Financial Protection Bureau at http:// www.consumerfinance.gov/learnmore .
Fees	
Annual Fee	\$39
Transaction Fees • Balance Transfer • Cash Advance • Foreign Transaction	Either \$7 or 4% of the amount of each Balance Transfer, whichever is greater. Either \$10 or 5% of the amount of each Cash Advance, whichever is greater. Either \$1 or 3% of the amount of each purchase in U.S. dollars, whichever is greater.
Penalty Fees • Late Payment • Returned Payment	Up to \$39* Up to \$39**

How We Will Calculate Your Balance: We use a method called “average daily balance (including new Purchases).” See your Card Agreement for more details.

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

***Late Payment Fee:** We will charge the maximum safe harbor amount, which is set annually in accordance with 12 C.F.R 1026.52(b)(1)(ii)(D). Currently the fee is \$29, unless you incurred a Late Payment Fee during the prior six billing cycles. If you did, the fee is currently \$39. This fee will not exceed

the related Minimum Payment that was due. We charge a Late Payment Fee to your Account if at least the Amount Due This Period (less any Late Payment Fee for the current billing cycle) plus any Past Due Amount is not received by 5:00 p.m. PT on the Payment Due Date shown on your statement.

****Returned Payment Fee:** We will charge the maximum safe harbor amount, which is set annually in accordance with 12 C.F.R 1026.52(b)(1)(ii)(D). If a payment is not honored upon first presentment, even if the payment is later honored, a Returned Payment Fee will be charged to your Account. Currently, the fee is \$29, unless you incurred a Returned Payment Fee in the prior six billing cycles. If you did, the fee is currently \$39. This fee will not exceed the related Minimum Payment that was due.

Additional Rate Information: The Purchase, Balance Transfer and Cash Advance APR corresponds to a monthly periodic rate of 2.03333%.

Minimum Payments: You may pay the entire New Balance shown on your billing statement at any time. Each billing period you must pay at least the Minimum Payment Due by the Payment Due Date shown on your billing statement. The Minimum Payment Due will be the sum of:

- 5% of your outstanding balance, rounded up to the next whole dollar, or \$30, whichever is greater;
- any Late Payment Fee for the current billing cycle;
- and any Past Due Amount (excluding any past due Late Payment Fees).

Military Lending Act Protections

Covered Borrower: A Covered Borrower is a consumer who is entitled to the Limitations on Terms of Consumer Credit Extended to Service Members and Dependents pursuant to a determination made in accordance with 32 C.F.R. 232.5(b).

Compliance with the Military Lending Act: This Agreement shall be interpreted to comply with the Military Lending Act, including its restrictions on permissible loan terms and limitations on interest and fees. As a Covered Borrower: (a) the arbitration provision shall not apply to you, (b) the Duplicate Statement Fee, the Sales Slip Request Fee, and the Replacement Card Fee shall not apply to you, and (c) any other provision of this Agreement that is inconsistent with the Military Lending Act shall not apply to you.

The Agreement

This Agreement, together with the Pricing Summary, is your contract with us.

Accepting this Agreement: You accept this Agreement when you use the Account. You may still reject this Agreement if you have not yet used the Card, used the Account, or paid a fee after receiving a billing statement. To reject the Agreement, call us at 866-515-5721 or write us at Bank Card Center, P.O. Box 95516, Las Vegas, NV 89193-5516. If you reject the Agreement, you are not responsible for any fees or charges.

Arbitration: This Agreement includes an Arbitration Provision with class action and jury trial waivers. You can reject the Arbitration Provision. See "How to REJECT this agreement to arbitrate" in the Arbitration section. If you do not, it will be part of this Agreement.

Promise to Pay: You agree to pay us for all amounts due on your Account, including credit for Purchases, Balance Transfers, and Cash Advances, as well as interest charges and fees. This includes charges made by Additional Cardholders and other Authorized Users.

Definitions

Account means the Credit One Bank card account under this Agreement.

Authorized User means any person you allow to use your Account or Card, including Additional Cardholders. If the Authorized User has been issued a Card and you want to terminate the Authorized User, you must notify us by telephone or in writing.

Balance Transfer means a transaction we designate that allows you to use your Account to pay another creditor or yourself. Balance Transfers cannot be used to pay us or our affiliates. A Balance Transfer will be subject to the terms of the Balance Transfer offer and this Agreement.

Card refers to one or more cards or access devices, including your Account number, that we give you or someone else with your authorization to get credit under this Agreement.

Cardholder refers to each person with a card issued in their name.

Cash Advance means the use of your Account to obtain funds at a financial institution or the use of a Convenience Check.

Convenience Check means a check we issue to you to take a Cash Advance. You may not use these checks to pay us or our affiliates.

Purchase means the use of the Account to obtain goods or services.

Prime Rate means the highest U.S. Prime Rate in the Money Rates section of The Wall Street Journal on the 25th day of the month, or the next day if that day is not a publication day. If The Wall Street Journal does not publish the U.S. Prime Rate, we may substitute another index.

we, us, our, and **Credit One Bank** refer to Credit One Bank, N.A., the issuer of your Card.

you, and **your** refer to each person who has applied for the Account and where appropriate, the Authorized User.

Features and Use of Your Account

Using Your Card: You may make Purchases wherever the Card is accepted. You may use the Account to obtain Cash Advances, but you may not make more than two Cash Advance transactions per day and you may not obtain more than \$200 in Cash Advances per day. You may use the Account only for personal, family, or household purposes, and if your Account is used for any other purpose you are still responsible for such use. You may not use the Account for business or commercial purposes. The Account may not be used for online or internet gambling or illegal purposes.

Your Credit Limit: We will tell you your credit limit. Keep your Account balance below your credit limit. If you do not, you must still pay us. We may designate part of your credit limit as a Cash Advance limit and part as a Balance Transfer limit. We may change your credit limit(s) at any time, without notice. You may use a portion of your credit limit for Cash Advances and Balance Transfers. Each Purchase, Cash Advance, and Balance Transfer obtained will reduce the amount of available credit under your credit limit until it is repaid. We may delay increasing your available credit by the amount of any payment that we receive for up to 12 calendar days.

Credit Limit Increase: To request a credit limit increase contact the Customer Service number on your statement. We may impose a fee for processing the request.

Credit Authorizations: We may decline to authorize a transaction for any reason. We will not be liable to you if we decline a transaction or if anyone refuses any use of your Card.

Automatic Billing: You may set up automatic billing with a merchant. You authorize us to provide an updated Account number or Card expiration date to any merchant at our discretion. Contact the merchant to stop automatic billing.

Joint Accounts: If this is a joint account, each of you is responsible individually and together for all amounts owed. Each of you is responsible even if the Account is used by only one of you. You will continue to be liable for the entire balance of the Account, even if your co-applicant is ordered by a court to pay us. You will remain liable to us if your co-applicant fails to pay as ordered by the court. Your Account status will continue to be reported to the credit reporting agencies under each of your names. The delivery of notices or billing statements to either of you serves as delivery to each of you. We may rely on instructions given by either of you. We are not liable to either of you for relying upon such instructions.

Electronic Access: Applications (apps) on electronic devices (such as mobile wallets) can store your Card and can be used to get credit under this Agreement. Such transactions are covered by this Agreement. Apps may have separate terms of use. We are not responsible if you violate those terms or for any consequences from violating those terms.

Additional Cardholder: At your request, we may, at our discretion, issue, in the name of another person, an additional Card on your Account. That person is an Additional Cardholder, as well as an Authorized User. An Additional Cardholder has access to certain Account information including balance, available credit and payment information. If you advise us that the Additional Cardholder is your spouse, information regarding the Account will be provided to consumer reporting agencies in your name as well as in the name of the Additional Cardholder. By requesting that we add an Additional Cardholder to your Account, you represent that you (1) have the consent of the Additional Cardholder to be added to the Account, (2) have provided a copy of this Agreement to the Additional Cardholder, and (3) if the Additional Cardholder is your spouse, you have told the Additional Cardholder that Credit One Bank will furnish credit information about them to the credit reporting agencies in connection with the Account. The Additional Cardholder may report the Card lost or stolen and may remove him or herself from the Account.

Interest Rates and Interest Changes

Annual Percentage Rates (APRs): See the Pricing Summary for your APRs. The APR for Balance Transfers will be the same as the APR for standard Purchases, unless a promotional rate applies.

Variable Rates: Your Pricing Summary indicates whether you have any variable APRs. Variable APRs are determined by adding to the Prime Rate the number of percentage points ("margin") specified in the Pricing Summary. Variable APRs will increase or decrease when the Prime Rate changes. The APR change will take effect beginning with billing cycles that end on or after the first day of the month after the month in which the Prime Rate changes. An increase in the APR will increase your interest charges and may increase your Minimum Payment Due.

Average Daily Balance Method (including new transactions): We calculate interest each billing cycle by first figuring the "average daily balance" for each type of balance. Standard Purchases, standard Cash Advances, standard Balance Transfers, and each promotional offer, are all types of balances.

For each type of balance, for each billing cycle, we start with the balance on the last day of your previous billing cycle. We subtract any unpaid interest. This is the beginning balance each day. Each day of the billing cycle we subtract any new payments and credits applied to that type of balance. We add any new transactions and fees for that type of balance. We add Purchases, Cash Advances, and Balance Transfers on the post date. We add transaction fees on promotional rate and non-promotional rate Balance Transfers to the same type of balance as the transaction. We add all other fees to the standard Purchase balance. This gives us the daily balance for that type of balance, except that if the daily balance is negative, we treat it as zero. We then add up all of the daily balances and divide by the number of days in the billing cycle. This gives us the "average daily balance" for that type of balance. We multiply the average daily balance by the applicable monthly periodic rate (the APR divided by 12). This gives us the interest charged for that type of balance for that billing cycle. This interest is included in the Account balance on the last day of the billing cycle. The results for all types of balances are then added together to determine the total interest charged that billing cycle.

When Interest Begins: We begin to impose interest on a transaction or fee from the day we add it to the daily balance. We continue to impose interest until you pay the total amount you owe us. You can avoid paying interest on Purchases as described below. However, you cannot avoid paying interest on Balance Transfers or Cash Advances.

How to Avoid Paying Interest on Purchases ("Grace Period"): If you pay the New Balance on your billing statement by the Payment Due Date shown on that billing statement, we will not impose interest on new Purchases paid by the Payment Due Date on your current billing statement. The Payment Due Date will be at least 24 days after the close of the billing cycle. If you have been paying your Account balance in full and thereby avoiding interest on Purchases, but then do not pay the next New Statement Balance in full by the Payment Due Date, in that billing cycle we will start charging interest on the unpaid portion of your balance.

Fees

See the Pricing Summary for additional Fee information.

Annual Fee: If your Account is subject to an Annual Fee, the amount and when it is billed is shown on the Pricing Summary. The Annual Fee is billed to the Account until the Account is closed and the outstanding balance is paid in full. The Annual Fee is refundable as long as you cancel your Account and have not used your card for any Purchases, Cash Advances, or Balance Transfers and you have not made a payment.

Credit Limit Increase Fee: If a fee is imposed for processing a Credit Limit increase request, we will tell you the amount of the fee at the time of your request and before you agree to it.

Foreign Transaction Fee: We add this fee for each purchase made outside the U.S. (A purchase is made outside the U.S. unless it is made with a U.S. merchant, processed completely in the U.S., and in U.S. dollars.) The fee is a percentage of the U.S. dollar amount of the purchase.

Optional Express Payment Service Fee: If a representative of ours helps expedite your payment, we may impose an Express Payment fee. You will be informed of the amount of the fee before you complete the transaction.

Duplicate Statement Fee: If you request a duplicate copy of a monthly statement, for any purpose other than to assert a billing error, you will be charged a fee of up to \$10 for each statement copy requested.

Sales Slip Request Fee: If you request a copy of a sales slip, for any purpose other than to resolve a dispute about the charges on your Account, you will be charged a fee of \$6 for each sales slip copy requested.

Replacement Card Fee: If you request a replacement card, a Replacement Card Fee of up to \$25 may be charged to your Account.

Payments

Minimum Payment Due: See the Pricing Summary for the minimum payment requirements.

Small Balances: As it is uneconomical for both you and us to process payments or maintain credits that are \$1 or less in amount, you agree as follows: (1) In any billing cycle in which you have had no transactions and your New Balance on the billing date is \$1 or less, the balance will be rounded to zero and you will not receive a bill for this amount. (2) In the event that you have a credit balance of \$1 or less for two consecutive billing cycles, the balance will be rounded to zero and you will not receive a refund of this amount.

Payment Instructions: You must pay us in U.S. dollars, in funds on deposit in the U.S. We credit your payments in accordance with the terms contained on your billing statement. If you mail your payment to an address other than the address designated on your billing statement, there may be a delay in processing and crediting the payment to your Account.

Irregular Payments: Any payment submitted in offer of settlement of a disputed debt, including any item containing a notation such as "paid in full," and any other item with a restrictive endorsement, must be sent to: Credit One Bank, P.O. Box 95516, Las Vegas, NV 89193-5516. We can accept late payments, partial payments, and checks or other items with restrictive endorsements at any other address without losing any of our rights under this Agreement.

Postdated Checks: You agree that we need not examine any payment check to confirm that it is not postdated and that we may deposit any postdated check on the day we receive it.

Payment Allocation: We apply payments up to the Minimum Payment Due and credits at our discretion, which may result in balances at lower APRs being paid first and higher interest charges. Payments over the Minimum Payment Due will be applied to balances with higher APRs first.

Collecting, Sharing, and Updating Information

Customer Privacy: We send you our Privacy Policy when you open your Account and thereafter in accordance with applicable law. It summarizes the personal information we collect; how we safeguard its confidentiality and security; when it may be shared with others; and how you can limit our sharing of this information. You accept the terms of our Privacy Policy when you use the Account. Contact us or visit CreditOne.com if you would like a copy.

Information About You: You authorize us to obtain and/or use information about you from third parties and credit reporting agencies to: (1) verify your identity and/or conduct investigative inquiries; (2) determine your income and credit eligibility; (3) review your Account and provide renewal of credit; (4) verify your current credit standing in order to present future credit limit increases or decreases; (5) qualify you for and present additional lines of credit or other offers; and (6) collect amounts owing on your Account. Upon request, we will tell you the name and address of any credit reporting agency that provided us with information concerning you.

Furnishing Information: We may furnish information concerning your Account or credit file to consumer reporting agencies and others who may properly receive that information. If you believe that information we furnished is inaccurate or incomplete, please write us at Credit One Bank, P. O. Box 98873, Las Vegas, NV 89193-8873. Please include your name, address, home phone number and Account number.

Telephone Calls, Text Messages and Emails Regarding Your Account: You are providing express written permission and consent authorizing Credit One Bank and our agents, servicers, contractors, subsidiaries, affiliates, officers, and other partners and employees to contact you at any phone number (including mobile, cellular/wireless, or similar devices) or email address you provide at any time, for any lawful purpose. The ways in which we may contact you include live operator, automatic telephone dialing systems (auto-dialer), prerecorded and artificial voice message, text/SMS message or email. Phone numbers and email addresses you provide include those you give to us, those from which you, or someone acting on your behalf, contact us or which we obtain through other means. If you provide a phone number for which you are not the owner, you confirm you are authorized to provide that number. Such lawful purposes include, but are not limited to: obtaining information; activation of the card for verification and identification purposes; account transactions or servicing related matters; suspected fraud or identity theft; collection on the Account; and providing information about special products and services. You agree to pay any fee(s) or charge(s) that you may incur for incoming communications from us or outgoing communications to us, to or from any such number or email address, without reimbursement from us.

Communication Revocation: You may revoke your authorization for most communications. However, you cannot revoke authorization for fraud related communications or legally required communications. To change your communication preferences or to revoke consent you must write us. Please:

- include your name, mailing address, and the last four digits of your Account number;
- specify whether you are changing your preferences regarding mail, telephone calls, emails, and/or text or SMS messages;
- provide the specific phone number(s) and/or email address for which you are requesting communications to cease;
- send this written notice to: Credit One Bank, P.O. Box 98873, Las Vegas, NV 89193-8873.

Certain communication preferences can be changed on-line. Please log in to your Account to see if that option is available.

Telephone Monitoring: You agree that we (and our servicers, agents and contractors) may monitor and record any calls between you and us.

Updating Your Phone Number: Notify us immediately if you change mobile or cell phone numbers or plan to give your phone to someone else. It is your responsibility to provide us with a true, accurate and complete mobile number and to maintain and update promptly any changes in this information. You can update your mobile number by calling us at the phone number on the back of your Card.

Indemnification: If you provide telephone number(s) for which you are not the subscriber, or fail to notify us when you cease to be the subscriber for a telephone number you previously gave us, you agree to indemnify us, our subsidiaries, affiliates, officers, agents, servicers, contractors, and other partners and employees for any costs and expenses, including reasonable attorneys' fees, incurred as a result of us contacting or attempting to contact you at the number(s). Your obligation under this paragraph shall survive termination of the Agreement.

Account Closure

Default: You are in default under this Agreement if (1) bankruptcy or another insolvency proceeding is filed by or against you; (2) we reasonably believe you are unable or unwilling to repay us; (3) you die or are legally incompetent or incapacitated; (4) you fail to comply with the terms of this Agreement, including failing to make a required payment when due, exceeding your credit limit or using your Card or Account for an illegal transaction; (5) you give us misleading, false, incomplete or incorrect information or fail to give us any information we deem necessary; or (6) if you no longer permanently reside in one of the 50 states or the District of Columbia. If you are in default, we may declare the entire Account balance immediately due and payable without advance notice.

Collection Costs: If we use an attorney to collect your Account, we may charge you our legal costs as permitted by law. These include reasonable attorneys' fees, court or other collection costs, and fees and costs of any appeal.

Closing Your Account: You may close your Account at any time. You will remain responsible for any amount you owe us under this Agreement. Any joint Cardholder may cancel a joint Account. However, both of you will remain responsible for paying all amounts owed. If your Account is subject to an Annual Fee, the fee will continue to be charged until you pay your outstanding balance in full.

We may cancel, suspend or not renew your Card, Account, or access to the credit line at any time and for any reason without notice. If your Account is closed by us, the Annual Fee will continue to be charged until you pay your outstanding balance in full.

However, when your Account is closed, if there is: (1) a debit balance of \$1 or less, that balance will be rounded to zero and you will not be required to pay this amount; or (2) a credit balance of \$1 or less, that balance will be rounded to zero and this amount will not be refunded to you. The rounding to zero may occur after your closing statement cycles, and you may not receive a statement reflecting the rounding.

Arbitration Agreement

PLEASE READ CAREFULLY—IMPORTANT—AFFECTS YOUR LEGAL RIGHTS

This agreement to arbitrate provides that you or we can require controversies or disputes between us to be resolved by BINDING ARBITRATION. You have the right to REJECT this agreement to arbitrate by using the procedure explained below.

If you do not reject this agreement to arbitrate, you GIVE UP YOUR RIGHT TO GO TO COURT and controversies or disputes between us will be resolved by a NEUTRAL ARBITRATOR INSTEAD OF A JUDGE OR JURY, using rules that are simpler and more limited than in a court. Arbitrator decisions are subject to VERY LIMITED REVIEW BY A COURT. Arbitration will proceed INDIVIDUALLY— CLASS ACTIONS AND SIMILAR PROCEDURES WILL NOT BE AVAILABLE TO YOU.

Agreement to Arbitrate: You and we agree that either you or we may, without the other's consent, require that controversies or disputes between you and us (all of which are called "Claims"), be submitted to mandatory, binding arbitration. This agreement to arbitrate is made pursuant to a transaction involving interstate commerce, and shall be governed by, and enforceable under, the Federal Arbitration Act (the "FAA"), 9 U.S.C. §1 et seq., and (to the extent State law is applicable), the laws of the State of Nevada.

For purposes of this agreement to arbitrate, "you" includes you, any co-applicant, any Authorized User (including Additional Cardholders), or anyone else connected with you or claiming through you; and "we" or "us" includes Credit One Bank, N.A., all of its parents, subsidiaries, affiliates, successors, predecessors, employees, and related persons or entities, and all third parties who are regarded as agents or representatives of us in connection with the subject matter of the claim or dispute at issue.

Covered Claims: Claims subject to arbitration include, but are not limited to, any controversies or disputes arising from or relating in any way to your Account; any transactions involving your Account; any disclosures made to you concerning your Account; any interest, charges, or fees assessed on

your Account; any service(s) or programs related to your Account; and, if permitted by the rules of the arbitration forum, any collection of debt related to your Account. Claims also include controversies or disputes arising from or relating in any way to advertising, solicitations, or any application for, approval of, or establishment of your Account. Claims subject to arbitration include any controversies or disputes based on any theory of law, whether contract, tort, statute, regulation, common law, or equity, or whether they seek legal or equitable remedies. All Claims are subject to arbitration whether they arose in the past, may currently exist, or may arise in the future. Arbitration will apply even if your Account is closed, you pay us in full any outstanding debt you owe, or you file for bankruptcy. Also, controversies or disputes about the validity, enforceability, coverage, meaning, or scope of this agreement to arbitrate or any part thereof are subject to arbitration and are for the arbitrator to decide. Any questions about what Claims are subject to arbitration shall be resolved by interpreting this agreement to arbitrate in the broadest way the law will allow it to be enforced.

Claims Not Covered: Claims (whether brought initially or by counter or cross-claim) are not subject to arbitration if they are filed by you or us in a small claims court, so long as the case remains in such court and only individual claims for relief are advanced in the case.

No Class Arbitration or Consolidation or Joinder of Parties: Class actions and other similar procedures in which individuals seek to represent similarly situated individuals or seek relief on behalf of the general public, and consolidation or joinder of Claims (except for claimants on the same account), are NOT available under this agreement to arbitrate. Claims in arbitration will proceed on an INDIVIDUAL basis only:

UNLESS YOU REJECT THIS AGREEMENT TO ARBITRATE, YOU AND WE WAIVE THE RIGHT TO ASSERT OR PARTICIPATE
IN A CLASS ACTION OR ANY REPRESENTATIVE OR CONSOLIDATED PROCEEDING IN COURT OR IN ARBITRATION.

The arbitrator shall have no authority to entertain any Claim as a class action or private attorney general action or on any other similar representative basis, nor shall the arbitrator have any authority to consolidate or join Claims brought by separate claimants (except for claimants on the same account). This also means that the arbitrator shall have no authority to make any award for the benefit of, or against, any person other than the individual who is the named party.[†]

†Notice to California Account Holders: This agreement to arbitrate shall not be construed to prevent you from seeking in the arbitration the remedy of public injunctive relief if (a) you reside in California, (b) you resided in California at the time you entered into this agreement to arbitrate, or (iii) the billing address for your Account is a California address (hereafter, "California Account Holder").

Initiation of Arbitration: The arbitration shall be administered by the American Arbitration Association ("AAA") before a single arbitrator under the AAA's Consumer Arbitration Rules, or by a mutually agreeable administrator, before a single arbitrator, as modified by this arbitration provision. Information about the arbitration process for AAA can be obtained from the AAA at www.adr.org. The arbitrator shall be selected from the AAA (or mutually agreeable administrator) panel of neutrals then active on the roster maintained by the AAA (or mutually agreeable administrator) office located in the city of or nearest to your billing address and, unless otherwise mutually agreed, the arbitrator shall be a retired federal judge, a retired state appellate judge, a retired state trial judge, or a lawyer with at least 15 years of experience in that order of preference.

In the event that the AAA or mutually agreeable administrator is unable or unwilling to handle the Claim for any reason, then the matter shall be arbitrated instead by a neutral arbitrator selected by agreement of the parties (or, if the parties cannot agree, selected by a court in accordance with the FAA).

Arbitration Procedures and Applicable Law; Offer of Settlement: Unlike a lawsuit in state or federal court, arbitration is conducted by a private organization that specializes in alternative dispute resolution. Disputes in arbitration are decided by a neutral arbitrator instead of a judge or jury. You may represent yourself in arbitration, or you may be represented by a lawyer.

Under this agreement to arbitrate, a single arbitrator designated by the arbitration administrator will decide the Claim under applicable law. The arbitrator is bound by the terms of this agreement to arbitrate. The AAA or mutually agreeable administrator will apply its code of procedures in effect at the time the arbitration claim is filed. If there is a conflict between that code of procedures and this arbitration provision and/or any sections of this Card Agreement, this arbitration provision and/or this Card Agreement will control. The arbitrator will honor all claims of privilege recognized by law. Subject to the prohibition on class, representative, and consolidation procedures set forth above, the arbitrator will have the power to award to a party any damages or other relief (including relief in equity) provided for under applicable law. That is, a party will be entitled to recover in arbitration any damages or other relief that it could recover if it prevailed in a court proceeding. An arbitrator's award shall consist of a written statement setting forth the disposition of each Claim. At the request of any party, the arbitrator shall also set forth a written explanation of the essential findings and conclusions on which the award is based. An arbitration award shall decide the rights and obligations only of the parties named in the arbitration, and shall not have any bearing on another person or dispute.

If your Claim is for \$10,000 or less, you may choose whether the arbitration will be conducted solely on the basis of documents, in a telephonic hearing, or in an in-person hearing.

Any in-person hearing will take place in the federal judicial district that includes your billing address at the time the Claim is filed, unless the parties agree to a different place.

The Arbitrator's Decision: The arbitrator's decision will be final and binding on the parties. A party can file a written appeal to the arbitration administrator within thirty (30) days after an award is issued. The appeal will proceed before a panel of three neutral arbitrators designated by the same arbitration administrator. The panel will decide anew all factual and legal issues, following the same rules of procedure, by majority vote any aspect of the original decision objected to. The costs of such an appeal will be borne in accordance with the below paragraph entitled "Fees and Costs". Any review by a court shall be governed by the Federal Arbitration Act. Any final arbitration award will be binding on the named parties and enforceable by any court having jurisdiction.

Fees and Costs: We will pay any costs that are required to be paid by us under the arbitration administrator's rules of procedure. If you file the arbitration, you will pay your share of the initial filing fee, unless you seek and qualify for a fee waiver under the applicable rules of the arbitration administrator. The party filing an appeal shall be responsible for all filing fees and costs of the appeal unless prohibited by administrator's rules of procedure. All parties are responsible for their own attorney's fees, expert fees and any other expenses, unless the arbitrator awards such fees or expenses to you or us if allowed by applicable law.

Other Parties Subject to this Agreement to Arbitrate: In addition to you and us, the rights and duties described in this agreement to arbitrate apply to: any third party co-defendant of a claim subject to this arbitration provision; all joint account holders, Additional Cardholders, and Authorized Users of your Account(s).

How to REJECT this Agreement to Arbitrate: You can reject this agreement to arbitrate but only if we receive from you a written notice of rejection within 45 days after it was first provided to you. To reject this agreement to arbitrate you must send the notice of rejection to: Credit One Bank, Attention: Arbitration Opt Out, P. O. Box 98873, Las Vegas, NV 89193-8873. Rejection notices sent to any other address will not be accepted or effective. If you decide to reject this agreement to arbitrate in writing, your notice must state that you reject this agreement to arbitrate and include your name, address, account number, and personal signature. Rejection of arbitration will not affect your other rights or responsibilities under this Card Agreement.

Survival, Severability, and Amendment of Terms:

Survival. This agreement to arbitrate shall survive changes in the Agreement and termination of the Account or the relationship between you and us, including the bankruptcy of any party and any transfer or sale of your Account, or amounts owed on your Account, to another person or entity.

Severability. If any part or parts of your agreement to arbitrate are declared unenforceable, then such specific part or parts shall be of no force or effect and shall be severed, but the remainder of this agreement to arbitrate shall continue in full force and effect. If, however, the entire agreement to arbitrate or your waiver of the right to bring or participate in a class or representative action or in consolidation procedures is unenforceable, then the agreement to arbitrate shall be of no force or effect. Notwithstanding the preceding sentence, with respect to California Account Holders, if arbitration is unenforceable, in whole or in part, you and we agree to resolve any Claim by a judicial reference proceeding as described above.

Amendment in Writing Only. This agreement to arbitrate may not be amended, severed, or waived, except as expressly provided in the Agreement or in a written agreement between you and us.

Other Information

Transactions in Foreign Currencies: If you make a transaction at a merchant that settles in a currency other than U.S. dollars, Mastercard International Incorporated or Visa Incorporated will convert that charge into a U.S. Dollar amount. That conversion will be done at a rate selected by Mastercard or Visa from the range of rates available in wholesale currency markets for the applicable central processing date, which rate may vary from the rate Mastercard or Visa itself receives, or the government-mandated rate in effect for the applicable central processing date. The currency conversion rate used on the processing date may differ from the rate that would have been used on the purchase date or on the date the transaction is posted to your Account. You agree to pay the converted amount, including any charges for the conversion that may be imposed as described above.

Changes to Your Agreement: The rates, fees and terms of this Agreement may change and we may add or delete any term to this Agreement, consistent with applicable law. We will give you advance written notice of these changes and a right to reject the change, if required by law.

Unauthorized Use: Notify us immediately if your Card is lost or stolen or you suspect that someone is using your Card or Account without your permission.

Assignment: We may assign any or all of our rights and obligations under this Agreement. You may not assign any of your rights or obligations under this Agreement.

No Waiver: We will not lose our rights under this Agreement because we delay or do not enforce them.

Governing Law: This Agreement is governed by and interpreted in accordance with the laws applicable to national banks, and, where no such laws apply, by the laws of the State of Nevada, excluding the conflicts of law provisions thereof, regardless of your state of residence.

Conformance with Law; Severability: If any part of this Agreement conflicts with applicable law, that provision will be considered modified to conform to applicable law. If any part of this Agreement is invalid, the rest shall remain in effect, except as otherwise noted in the Arbitration Provision.

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 the Billing Inquiries address on the statement.

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 \$50.00 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 \$50.00. (Note: Neither of these are necessary if your purchase was based on an advertisement we mailed to you, or if we own or operate 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 the Billing Inquiries address shown on your statement.

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

Cash Back Rewards Program Supplement

This Supplement describes the terms and conditions of the Credit One Cash Back Rewards Program ("Program") and supplements the Card Agreement that governs your credit card account issued by Credit One Bank, N.A. (the "Account"). By using the Account, you agree to participate in the Program. Your participation is subject to the terms of the Card Agreement, including the arbitration provision, if applicable, and this Supplement. In the event of a conflict between the Card Agreement and this Supplement, with respect to matters relating to the Program, this Supplement controls.

Earning Cash Back Rewards: You earn cash back rewards in the form of an automatic statement credit equal to 1% of Net Eligible Purchases (as defined below) made with your Account. You do not earn cash back rewards on Cash Advances, Balance Transfers, interest, fees, and other charges. We will post a statement credit to your Account within seven days after the end of the month based on the Net Eligible Purchases made with your Account from the 27th of the previous month to the 26th of the current month. If your Account is in default, as defined in your Card Agreement, at the time the credit is to be posted, you WILL NOT receive the credit. Cash back rewards have no cash value.

Merchant Categories: Merchants who accept Visa/Mastercard credit cards are assigned a merchant code, which is determined by the merchant or its processor in accordance with Visa/ Mastercard procedures based on the kinds of products and services they primarily sell. We group similar merchant codes into Eligible Purchase categories for purposes of making cash back rewards offers to you. Please note:

- We make every effort to include all relevant merchant codes in our cash back rewards categories. However, even though a merchant or some of the items that it sells may appear to fit within a cash back rewards category, the merchant may not have a merchant code in that category. When this occurs, Purchases with that merchant won't qualify for cash back rewards offers on Purchases in that category.
- Although a merchant or the items that it sells may appear to fit the reward categories, the merchant may not have or use an eligible Code. Purchases made without an eligible code WILL NOT qualify for cash back rewards. A merchant with more than one location may submit Purchases using different codes, including codes that are not eligible under this Program. This means that Purchases from the same merchant at a different location may result in no reward.
- Purchases submitted by you, an authorized user, or the merchant through third-party payment accounts, mobile or wireless card readers, online or mobile digital wallets, or similar technology will not qualify in a cash back rewards category if the technology is not set up to process the purchase in that cash back rewards category.

Eligible Purchases: Eligible Purchases are Purchases from merchants in the following categories:

- gasoline,
- grocery (grocery Purchases do not include Purchases at superstores, at stores that sell groceries and other products like drugstores and convenience stores; or at smaller stores like bakeries, candy, nut or confection stores),
- mobile phone service, and
- internet, cable and satellite TV service.

Purchases That Are Not Eligible: Purchases from the following types of merchants are not eligible for cash back rewards:

- oil, propane, home heating companies,
- PayPal,
- warehouse clubs (including but not limited to Sam's Club and Costco),
- discount supercenters (including but not limited to Wal-Mart and Target).

Net Eligible Purchases: Net Eligible Purchases are Eligible Purchases minus any returns, disputed charges, unauthorized charges, illegal or fraudulent charges or other credits for such Purchases.

Program Restrictions: You will receive an automatic cash back rewards credit on each statement that has at least one Net Eligible Purchase. Automatic statement credits for cash back rewards will reduce the balance on your Account but will not count as payments. You will still be required to pay at least the Minimum Payment Due as shown on your billing statement each month. You WILL NOT earn cash back rewards for Purchases made

while your Account is in default as defined within your Card Agreement. This Program excludes Accounts already enrolled in a different Credit One cash back rewards program.

Changes: The Program may be changed (added to, modified or deleted) by us at any time, including without limitation amendments to the definition of Eligible Purchases. We will give you prior notice to the extent required by law. The current version of this Program may be found at www.CreditOneBank.com along with the Card Agreement. Any revisions may affect your ability to earn cash back rewards.

Termination: We may suspend or terminate the Program or your participation in the Program at any time without prior notice. In such event, we will evaluate your Account for any eligible cash back rewards as of the Program termination date. Provided that you meet all of the other Program Restrictions listed above at that time, you will receive a distribution of the cash back rewards earned during the current billing period in the form of a statement credit.

Limited Liability: Unless otherwise required by law, this Program, or our Card Agreement with you, we will not be liable to you or anyone making a claim on your behalf, in connection with: (1) any change or termination of the Program; (2) any loss, damage, expense or inconvenience caused by any occurrence outside of our control; (3) any taxes that you incur as a result of receiving cash back rewards, payment of which taxes will be your responsibility; (4) any merchandise or services you purchase, or for any direct, indirect or consequential damages with respect to the use of your Account. In any event, any liability that Credit One may have to you in connection with the Program shall be limited to the amount of any cash back rewards you have earned in this Program. The Program and cash back rewards are void or limited where prohibited or restricted, respectively, by federal, state or local law.

Pricing Summary

Interest Rates and Interest Charges	
ANNUAL PERCENTAGE RATE (APR) for Purchases	17.99% This APR will vary with the market based on the Prime Rate.
APR for Balance Transfers	17.99% This APR will vary with the market based on the Prime Rate.
APR for Cash Advances	23.99% This APR will vary with the market based on the Prime Rate.
Paying Interest	Your due date is at least 24 days after the close of each billing cycle. We will not charge you any interest on Purchases if you pay your entire balance by the due date each month. We will begin charging interest on Cash Advances and Balance Transfers from the posting date.
Minimum Interest Charge	If you are charged interest, the charge will be no less than \$1.00.
For Credit Card Tips from the Consumer Financial Protection Bureau	To learn more about factors to consider when applying for or using a credit card, visit the website of the Consumer Financial Protection Bureau at http:// www.consumerfinance.gov/learnmore .
Fees	
Annual Fee	\$0
Transaction Fees <ul style="list-style-type: none"> • Balance Transfer • Cash Advance • Foreign Transaction 	<p>Either \$10 or 5% of the amount of each Balance Transfer, whichever is greater.</p> <p>Either \$10 or 5% of the amount of each Cash Advance, whichever is greater.</p> <p>Either \$1 or 3% of the amount of each purchase in U.S. dollars, whichever is greater.</p>
Penalty Fees <ul style="list-style-type: none"> • Late Payment • Returned Payment 	<p>Up to \$39*</p> <p>Up to \$39**</p>

How We Will Calculate Your Balance: We use a method called “average daily balance (including new Purchases).” See your Card Agreement for more details.

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

***Late Payment Fee:** We will charge the maximum safe harbor amount, which is set annually in accordance with 12 C.F.R. 1026.52(b)(1)(ii)(D). Currently the fee is \$29, unless you incurred a Late Payment Fee during the prior six billing cycles. If you did, the fee is currently \$39. This fee will not exceed the related Minimum Payment that was due. We charge a Late Payment Fee to your Account if at least the Amount Due This Period (less any Late

Payment Fee for the current billing cycle) plus any Past Due Amount is not received by 5:00 p.m. PT on the Payment Due Date shown on your statement.

****Returned Payment Fee:** We will charge the maximum safe harbor amount, which is set annually in accordance with 12 C.F.R 1026.52(b)(1)(ii)(D). If a payment is not honored upon first presentment, even if the payment is later honored, a Returned Payment Fee will be charged to your Account. Currently, the fee is \$29, unless you incurred a Returned Payment Fee in the prior six billing cycles. If you did, the fee is currently \$39. This fee will not exceed the related Minimum Payment that was due.

Additional Rate Information: The Purchase and Balance Transfer APR equals the Prime Rate plus a margin of 14.74%. This corresponds to a monthly periodic rate of 1.49917%. The Cash Advance APR equals the Prime Rate plus a margin of 20.74%. This corresponds to a monthly periodic rate of 1.99917%.

Minimum Payments: You may pay the entire New Balance shown on your billing statement at any time. Each billing period you must pay at least the Minimum Payment Due by the Payment Due Date shown on your billing statement. The Minimum Payment Due will be the sum of:

- 3.5% of your outstanding balance, rounded up to the next whole dollar, or \$30, whichever is greater;
- any Late Payment Fee for the current billing cycle;
- and any Past Due Amount (excluding any past due Late Payment Fees).

The Agreement

This Agreement, together with the Pricing Summary, is your contract with us.

Accepting this Agreement: You accept this Agreement when you use the Account. You may still reject this Agreement if you have not yet used the Card, used the Account, or paid a fee after receiving a billing statement. To reject the Agreement, call us at 866-515-5721 or write us at Bank Card Center, P.O. Box 95516, Las Vegas, NV 89193-5516. If you reject the Agreement, you are not responsible for any fees or charges.

Arbitration: This Agreement includes an Arbitration Provision with class action and jury trial waivers. You can reject the Arbitration Provision. See "How to REJECT this agreement to arbitrate" in the Arbitration section. If you do not, it will be part of this Agreement.

Promise to Pay: You agree to pay us for all amounts due on your Account, including credit for Purchases, Balance Transfers, and Cash Advances, as well as interest charges and fees. This includes charges made by Additional Cardholders and other Authorized Users.

Definitions

Account means the Credit One Bank card account under this Agreement.

Authorized User means any person you allow to use your Account or Card, including Additional Cardholders. If the Authorized User has been issued a Card and you want to terminate the Authorized User, you must notify us by telephone or in writing.

Balance Transfer means a transaction we designate that allows you to use your Account to pay another creditor or yourself. Balance Transfers cannot be used to pay us or our affiliates. A Balance Transfer will be subject to the terms of the Balance Transfer offer and this Agreement.

Card refers to one or more cards or access devices, including your Account number, that we give you or someone else with your authorization to get credit under this Agreement.

Cardholder refers to each person with a card issued in their name.

Cash Advance means the use of your Account to obtain funds at a financial institution or the use of a Convenience Check.

Convenience Check means a check we issue to you to take a Cash Advance. You may not use these checks to pay us or our affiliates.

Purchase means the use of the Account to obtain goods or services.

Prime Rate means the highest U.S. Prime Rate in the Money Rates section of The Wall Street Journal on the 25th day of the month, or the next day if that day is not a publication day. If The Wall Street Journal does not publish the U.S. Prime Rate, we may substitute another index.

we, us, our, and Credit One Bank refer to Credit One Bank, N.A., the issuer of your Card.

you, and your refer to each person who has applied for the Account and where appropriate, the Authorized User.

Features and Use of Your Account

Using Your Card: You may make Purchases wherever the Card is accepted. You may use the Account to obtain Cash Advances, but you may not make more than two Cash Advance transactions per day and you may not obtain more than \$200 in Cash Advances per day. You may use the Account only for personal, family, or household purposes, and if your Account is used for any other purpose you are still responsible for such use. You may not use the Account for business or commercial purposes. The Account may not be used for online or internet gambling or illegal purposes.

Your Credit Limit: We will tell you your credit limit. Keep your Account balance below your credit limit. If you do not, you must still pay us. We may designate part of your credit limit as a Cash Advance limit and part as a Balance Transfer limit. We may change your credit limit(s) at any time, without notice. You may use a portion of your credit limit for Cash Advances and Balance Transfers. Each Purchase, Cash Advance, and Balance Transfer obtained will reduce the amount of available credit under your credit limit until it is repaid. We may delay increasing your available credit by the amount of any payment that we receive for up to 12 calendar days.

Credit Limit Increase: To request a credit limit increase contact the Customer Service number on your statement. We may impose a fee for processing the request.

Credit Authorizations: We may decline to authorize a transaction for any reason. We will not be liable to you if we decline a transaction or if anyone refuses any use of your Card.

Automatic Billing: You may set up automatic billing with a merchant. You authorize us to provide an updated Account number or Card expiration date to any merchant at our discretion. Contact the merchant to stop automatic billing.

Joint Accounts: If this is a joint account, each of you is responsible individually and together for all amounts owed. Each of you is responsible even if the Account is used by only one of you. You will continue to be liable for the entire balance of the Account, even if your co-applicant is ordered by a court to pay us. You will remain liable to us if your co-applicant fails to pay as ordered by the court. Your Account status will continue to be reported to the credit reporting agencies under each of your names. The delivery of notices or billing statements to either of you serves as delivery to each of you. We may rely on instructions given by either of you. We are not liable to either of you for relying upon such instructions.

Electronic Access: Applications (apps) on electronic devices (such as mobile wallets) can store your Card and can be used to get credit under this Agreement. Such transactions are covered by this Agreement. Apps may have separate terms of use. We are not responsible if you violate those terms or for any consequences from violating those terms.

Additional Cardholder: At your request, we may, at our discretion, issue, in the name of another person, an additional Card on your Account. That person is an Additional Cardholder, as well as an Authorized User. An Additional Cardholder has access to certain Account information including balance, available credit and payment information. If you advise us that the Additional Cardholder is your spouse, information regarding the Account will be provided to consumer reporting agencies in your name as well as in the name of the Additional Cardholder. By requesting that we add an Additional Cardholder to your Account, you represent that you (1) have the consent of the Additional Cardholder to be added to the Account, (2) have provided a copy of this Agreement to the Additional Cardholder, and (3) if the Additional Cardholder is your spouse, you have told the Additional Cardholder that Credit One Bank will furnish credit information about them to the credit reporting agencies in connection with the Account. The Additional Cardholder may report the Card lost or stolen and may remove him or herself from the Account.

Interest Rates and Interest Changes

Annual Percentage Rates (APRs): See the Pricing Summary for your APRs. The APR for Balance Transfers will be the same as the APR for standard Purchases, unless a promotional rate applies.

Variable Rates: Your Pricing Summary indicates whether you have any variable APRs. Variable APRs are determined by adding to the Prime Rate the number of percentage points ("margin") specified in the Pricing Summary. Variable APRs will increase or decrease when the Prime Rate changes. The APR change will take effect beginning with billing cycles that end on or after the first day of the month after the month in which the Prime Rate changes. An increase in the APR will increase your interest charges and may increase your Minimum Payment Due.

Average Daily Balance Method (including new transactions): We calculate interest each billing cycle by first figuring the "average daily balance" for each type of balance. Standard Purchases, standard Cash Advances, standard Balance Transfers, and each promotional offer, are all types of balances.

For each type of balance, for each billing cycle, we start with the balance on the last day of your previous billing cycle. We subtract any unpaid interest. This is the beginning balance each day. Each day of the billing cycle we subtract any new payments and credits applied to that type of balance. We

add any new transactions and fees for that type of balance. We add Purchases, Cash Advances, and Balance Transfers on the post date. We add transaction fees on promotional rate and non-promotional rate Balance Transfers to the same type of balance as the transaction. We add all other fees to the standard Purchase balance. This gives us the daily balance for that type of balance, except that if the daily balance is negative, we treat it as zero. We then add up all of the daily balances and divide by the number of days in the billing cycle. This gives us the "average daily balance" for that type of balance. We multiply the average daily balance by the applicable monthly periodic rate (the APR divided by 12). This gives us the interest charged for that type of balance for that billing cycle. This interest is included in the Account balance on the last day of the billing cycle. The results for all types of balances are then added together to determine the total interest charged that billing cycle.

When Interest Begins: We begin to impose interest on a transaction or fee from the day we add it to the daily balance. We continue to impose interest until you pay the total amount you owe us. You can avoid paying interest on Purchases as described below. However, you cannot avoid paying interest on Balance Transfers or Cash Advances.

How to Avoid Paying Interest on Purchases ("Grace Period"): If you pay the New Balance on your billing statement by the Payment Due Date shown on that billing statement, we will not impose interest on new Purchases paid by the Payment Due Date on your current billing statement. The Payment Due Date will be at least 24 days after the close of the billing cycle. If you have been paying your Account balance in full and thereby avoiding interest on Purchases, but then do not pay the next New Statement Balance in full by the Payment Due Date, in that billing cycle we will start charging interest on the unpaid portion of your balance.

Fees

See the Pricing Summary for additional Fee information.

Annual Fee: If your Account is subject to an Annual Fee, the amount and when it is billed is shown on the Pricing Summary. The Annual Fee is billed to the Account until the Account is closed and the outstanding balance is paid in full. The Annual Fee is refundable as long as you cancel your Account and have not used your card for any Purchases, Cash Advances, or Balance Transfers and you have not made a payment.

Credit Limit Increase Fee: If a fee is imposed for processing a Credit Limit increase request, we will tell you the amount of the fee at the time of your request and before you agree to it.

Foreign Transaction Fee: We add this fee for each purchase made outside the U.S. (A purchase is made outside the U.S. unless it is made with a U.S. merchant, processed completely in the U.S., and in U.S. dollars.) The fee is a percentage of the U.S. dollar amount of the purchase.

Optional Express Payment Service Fee: If a representative of ours helps expedite your payment, we may impose an Express Payment fee. You will be informed of the amount of the fee before you complete the transaction.

Duplicate Statement Fee: If you request a duplicate copy of a monthly statement, for any purpose other than to assert a billing error, you will be charged a fee of up to \$10 for each statement copy requested.

Sales Slip Request Fee: If you request a copy of a sales slip, for any purpose other than to resolve a dispute about the charges on your Account, you will be charged a fee of \$6 for each sales slip copy requested.

Replacement Card Fee: If you request a replacement card, a Replacement Card Fee of up to \$25 may be charged to your Account.

Payments

Minimum Payment Due: See the Pricing Summary for the minimum payment requirements.

Small Balances: As it is uneconomical for both you and us to process payments or maintain credits that are \$1 or less in amount, you agree as follows: (1) In any billing cycle in which you have had no transactions and your New Balance on the billing date is \$1 or less, the balance will be rounded to zero and you will not receive a bill for this amount. (2) In the event that you have a credit balance of \$1 or less for two consecutive billing cycles, the balance will be rounded to zero and you will not receive a refund of this amount.

Payment Instructions: You must pay us in U.S. dollars, in funds on deposit in the U.S. We credit your payments in accordance with the terms contained on your billing statement. If you mail your payment to an address other than the address designated on your billing statement, there may be a delay in processing and crediting the payment to your Account.

Irregular Payments: Any payment submitted in offer of settlement of a disputed debt, including any item containing a notation such as "paid in full," and any other item with a restrictive endorsement, must be sent to: Credit One Bank, P.O. Box 95516, Las Vegas, NV 89193-5516. We can accept

late payments, partial payments, and checks or other items with restrictive endorsements at any other address without losing any of our rights under this Agreement.

Postdated Checks: You agree that we need not examine any payment check to confirm that it is not postdated and that we may deposit any postdated check on the day we receive it.

Payment Allocation: We apply payments up to the Minimum Payment Due and credits at our discretion, which may result in balances at lower APRs being paid first and higher interest charges. Payments over the Minimum Payment Due will be applied to balances with higher APRs first.

Collecting, Sharing, and Updating Information

Customer Privacy: We send you our Privacy Policy when you open your Account and thereafter in accordance with applicable law. It summarizes the personal information we collect; how we safeguard its confidentiality and security; when it may be shared with others; and how you can limit our sharing of this information. You accept the terms of our Privacy Policy when you use the Account. Contact us or visit CreditOne.com if you would like a copy.

Information About You: You authorize us to obtain and/or use information about you from third parties and credit reporting agencies to: (1) verify your identity and/or conduct investigative inquiries; (2) determine your income and credit eligibility; (3) review your Account and provide renewal of credit; (4) verify your current credit standing in order to present future credit limit increases or decreases; (5) qualify you for and present additional lines of credit or other offers; and (6) collect amounts owing on your Account. Upon request, we will tell you the name and address of any credit reporting agency that provided us with information concerning you.

Furnishing Information: We may furnish information concerning your Account or credit file to consumer reporting agencies and others who may properly receive that information. If you believe that information we furnished is inaccurate or incomplete, please write us at Credit One Bank, P. O. Box 98873, Las Vegas, NV 89193-8873. Please include your name, address, home phone number and Account number.

Telephone Calls, Text Messages and Emails Regarding Your Account: You are providing express written permission and consent authorizing Credit One Bank and our agents, servicers, contractors, subsidiaries, affiliates, officers, and other partners and employees to contact you at any phone number (including mobile, cellular/wireless, or similar devices) or email address you provide at any time, for any lawful purpose. The ways in which we may contact you include live operator, automatic telephone dialing systems (auto-dialer), prerecorded and artificial voice message, text/SMS message or email. Phone numbers and email addresses you provide include those you give to us, those from which you, or someone acting on your behalf, contact us or which we obtain through other means. If you provide a phone number for which you are not the owner, you confirm you are authorized to provide that number. Such lawful purposes include, but are not limited to: obtaining information; activation of the card for verification and identification purposes; account transactions or servicing related matters; suspected fraud or identity theft; collection on the Account; and providing information about special products and services. You agree to pay any fee(s) or charge(s) that you may incur for incoming communications from us or outgoing communications to us, to or from any such number or email address, without reimbursement from us.

Communication Revocation: You may revoke your authorization for most communications. However, you cannot revoke authorization for fraud related communications or legally required communications. To change your communication preferences or to revoke consent you must write us. Please:

- include your name, mailing address, and the last four digits of your Account number;
- specify whether you are changing your preferences regarding mail, telephone calls, emails, and/or text or SMS messages;
- provide the specific phone number(s) and/or email address for which you are requesting communications to cease;
- send this written notice to: Credit One Bank, P.O. Box 98873, Las Vegas, NV 89193-8873.

Certain communication preferences can be changed on-line. Please log in to your Account to see if that option is available.

Telephone Monitoring: You agree that we (and our servicers, agents and contractors) may monitor and record any calls between you and us.

Updating Your Phone Number: Notify us immediately if you change mobile or cell phone numbers or plan to give your phone to someone else. It is your responsibility to provide us with a true, accurate and complete mobile number and to maintain and update promptly any changes in this information. You can update your mobile number by calling us at the phone number on the back of your Card.

Indemnification: If you provide telephone number(s) for which you are not the subscriber, or fail to notify us when you cease to be the subscriber for a telephone number you previously gave us, you agree to indemnify us, our subsidiaries, affiliates, officers, agents, servicers, contractors, and other partners and employees for any costs and expenses, including reasonable attorneys' fees, incurred as a result of us contacting or attempting to contact you at the number(s). Your obligation under this paragraph shall survive termination of the Agreement.

Account Closure

Default: You are in default under this Agreement if (1) bankruptcy or another insolvency proceeding is filed by or against you; (2) we reasonably believe you are unable or unwilling to repay us; (3) you die or are legally incompetent or incapacitated; (4) you fail to comply with the terms of this Agreement, including failing to make a required payment when due, exceeding your credit limit or using your Card or Account for an illegal transaction; (5) you give us misleading, false, incomplete or incorrect information or fail to give us any information we deem necessary; or (6) if you no longer permanently reside in one of the 50 states or the District of Columbia. If you are in default, we may declare the entire Account balance immediately due and payable without advance notice.

Collection Costs: If we use an attorney to collect your Account, we may charge you our legal costs as permitted by law. These include reasonable attorneys' fees, court or other collection costs, and fees and costs of any appeal.

Closing Your Account: You may close your Account at any time. You will remain responsible for any amount you owe us under this Agreement. Any joint Cardholder may cancel a joint Account. However, both of you will remain responsible for paying all amounts owed. If your Account is subject to an Annual Fee, the fee will continue to be charged until you pay your outstanding balance in full.

We may cancel, suspend or not renew your Card, Account, or access to the credit line at any time and for any reason without notice. If your Account is closed by us, the Annual Fee will continue to be charged until you pay your outstanding balance in full.

However, when your Account is closed, if there is: (1) a debit balance of \$1 or less, that balance will be rounded to zero and you will not be required to pay this amount; or (2) a credit balance of \$1 or less, that balance will be rounded to zero and this amount will not be refunded to you. The rounding to zero may occur after your closing statement cycles, and you may not receive a statement reflecting the rounding.

Arbitration Agreement

PLEASE READ CAREFULLY—IMPORTANT—AFFECTS YOUR LEGAL RIGHTS

This agreement to arbitrate provides that you or we can require controversies or disputes between us to be resolved by BINDING ARBITRATION. You have the right to REJECT this agreement to arbitrate by using the procedure explained below.

If you do not reject this agreement to arbitrate, you GIVE UP YOUR RIGHT TO GO TO COURT and controversies or disputes between us will be resolved by a NEUTRAL ARBITRATOR INSTEAD OF A JUDGE OR JURY, using rules that are simpler and more limited than in a court. Arbitrator decisions are subject to VERY LIMITED REVIEW BY A COURT. Arbitration will proceed INDIVIDUALLY— CLASS ACTIONS AND SIMILAR PROCEDURES WILL NOT BE AVAILABLE TO YOU.

Agreement to Arbitrate: You and we agree that either you or we may, without the other's consent, require that controversies or disputes between you and us (all of which are called "Claims"), be submitted to mandatory, binding arbitration. This agreement to arbitrate is made pursuant to a transaction involving interstate commerce, and shall be governed by, and enforceable under, the Federal Arbitration Act (the "FAA"), 9 U.S.C. §1 et seq., and (to the extent State law is applicable), the laws of the State of Nevada.

For purposes of this agreement to arbitrate, "you" includes you, any co-applicant, any Authorized User (including Additional Cardholders), or anyone else connected with you or claiming through you; and "we" or "us" includes Credit One Bank, N.A., all of its parents, subsidiaries, affiliates, successors, predecessors, employees, and related persons or entities, and all third parties who are regarded as agents or representatives of us in connection with the subject matter of the claim or dispute at issue.

Covered Claims: Claims subject to arbitration include, but are not limited to, any controversies or disputes arising from or relating in any way to your Account; any transactions involving your Account; any disclosures made to you concerning your Account; any interest, charges, or fees assessed on your Account; any service(s) or programs related to your Account; and, if permitted by the rules of the arbitration forum, any collection of debt related to your Account. Claims also include controversies or disputes arising from or relating in any way to advertising, solicitations, or any application for, approval of, or establishment of your Account. Claims subject to arbitration include any controversies or disputes based on any theory of law, whether contract, tort, statute, regulation, common law, or equity, or whether they seek legal or equitable remedies. All Claims are subject to arbitration whether they arose in the past, may currently exist, or may arise in the future. Arbitration will apply even if your Account is closed, you pay us in full any outstanding debt you owe, or you file for bankruptcy. Also, controversies or disputes about the validity, enforceability, coverage, meaning, or scope of this agreement to arbitrate or any part thereof are subject to arbitration and are for the arbitrator to decide. Any questions about what Claims are subject to arbitration shall be resolved by interpreting this agreement to arbitrate in the broadest way the law will allow it to be enforced.

Claims Not Covered: Claims (whether brought initially or by counter or cross-claim) are not subject to arbitration if they are filed by you or us in a small claims court, so long as the case remains in such court and only individual claims for relief are advanced in the case.

No Class Arbitration or Consolidation or Joinder of Parties: Class actions and other similar procedures in which individuals seek to represent similarly situated individuals or seek relief on behalf of the general public, and consolidation or joinder of Claims (except for claimants on the same account), are NOT available under this agreement to arbitrate. Claims in arbitration will proceed on an INDIVIDUAL basis only:

UNLESS YOU REJECT THIS AGREEMENT TO ARBITRATE, YOU AND WE WAIVE THE RIGHT TO ASSERT OR PARTICIPATE IN A CLASS ACTION OR ANY REPRESENTATIVE OR CONSOLIDATED PROCEEDING IN COURT OR IN ARBITRATION.

The arbitrator shall have no authority to entertain any Claim as a class action or private attorney general action or on any other similar representative basis, nor shall the arbitrator have any authority to consolidate or join Claims brought by separate claimants (except for claimants on the same account). This also means that the arbitrator shall have no authority to make any award for the benefit of, or against, any person other than the individual who is the named party.[†]

†Notice to California Account Holders: This agreement to arbitrate shall not be construed to prevent you from seeking in the arbitration the remedy of public injunctive relief if (a) you reside in California, (b) you resided in California at the time you entered into this agreement to arbitrate, or (iii) the billing address for your Account is a California address (hereafter, "California Account Holder").

Initiation of Arbitration: The arbitration shall be administered by the American Arbitration Association ("AAA") before a single arbitrator under the AAA's Consumer Arbitration Rules, or by a mutually agreeable administrator, before a single arbitrator, as modified by this arbitration provision. Information about the arbitration process for AAA can be obtained from the AAA at www.adr.org. The arbitrator shall be selected from the AAA (or mutually agreeable administrator) panel of neutrals then active on the roster maintained by the AAA (or mutually agreeable administrator) office located in the city of or nearest to your billing address and, unless otherwise mutually agreed, the arbitrator shall be a retired federal judge, a retired state appellate judge, a retired state trial judge, or a lawyer with at least 15 years of experience in that order of preference.

In the event that the AAA or mutually agreeable administrator is unable or unwilling to handle the Claim for any reason, then the matter shall be arbitrated instead by a neutral arbitrator selected by agreement of the parties (or, if the parties cannot agree, selected by a court in accordance with the FAA).

Arbitration Procedures and Applicable Law; Offer of Settlement: Unlike a lawsuit in state or federal court, arbitration is conducted by a private organization that specializes in alternative dispute resolution. Disputes in arbitration are decided by a neutral arbitrator instead of a judge or jury. You may represent yourself in arbitration, or you may be represented by a lawyer.

Under this agreement to arbitrate, a single arbitrator designated by the arbitration administrator will decide the Claim under applicable law. The arbitrator is bound by the terms of this agreement to arbitrate. The AAA or mutually agreeable administrator will apply its code of procedures in effect at the time the arbitration claim is filed. If there is a conflict between that code of procedures and this arbitration provision and/or any sections of this Card Agreement, this arbitration provision and/or this Card Agreement will control. The arbitrator will honor all claims of privilege recognized by law. Subject to the prohibition on class, representative, and consolidation procedures set forth above, the arbitrator will have the power to award to a party any damages or other relief (including relief in equity) provided for under applicable law. That is, a party will be entitled to recover in arbitration any damages or other relief that it could recover if it prevailed in a court proceeding. An arbitrator's award shall consist of a written statement setting forth the disposition of each Claim. At the request of any party, the arbitrator shall also set forth a written explanation of the essential findings and conclusions on which the award is based. An arbitration award shall decide the rights and obligations only of the parties named in the arbitration, and shall not have any bearing on another person or dispute.

If your Claim is for \$10,000 or less, you may choose whether the arbitration will be conducted solely on the basis of documents, in a telephonic hearing, or in an in-person hearing.

Any in-person hearing will take place in the federal judicial district that includes your billing address at the time the Claim is filed, unless the parties agree to a different place.

The Arbitrator's Decision: The arbitrator's decision will be final and binding on the parties. A party can file a written appeal to the arbitration administrator within thirty (30) days after an award is issued. The appeal will proceed before a panel of three neutral arbitrators designated by the same arbitration administrator. The panel will decide anew all factual and legal issues, following the same rules of procedure, by majority vote any aspect of the original decision objected to. The costs of such an appeal will be borne in accordance with the below paragraph entitled "Fees and Costs". Any review by a court shall be governed by the Federal Arbitration Act. Any final arbitration award will be binding on the named parties and enforceable by any court having jurisdiction.

Fees and Costs: We will pay any costs that are required to be paid by us under the arbitration administrator's rules of procedure. If you file the arbitration, you will pay your share of the initial filing fee, unless you seek and qualify for a fee waiver under the applicable rules of the arbitration administrator. The party filing an appeal shall be responsible for all filing fees and costs of the appeal unless prohibited by administrator's rules of procedure. All parties are responsible for their own attorney's fees, expert fees and any other expenses, unless the arbitrator awards such fees or expenses to you or us if allowed by applicable law.

Other Parties Subject to this Agreement to Arbitrate: In addition to you and us, the rights and duties described in this agreement to arbitrate apply to: any third party co-defendant of a claim subject to this arbitration provision; all joint account holders, Additional Cardholders, and Authorized Users of your Account(s).

How to REJECT this Agreement to Arbitrate: You can reject this agreement to arbitrate but only if we receive from you a written notice of rejection within 45 days after it was first provided to you. To reject this agreement to arbitrate you must send the notice of rejection to: Credit One Bank, Attention: Arbitration Opt Out, P. O. Box 98873, Las Vegas, NV 89193-8873. Rejection notices sent to any other address will not be accepted or effective. If you decide to reject this agreement to arbitrate in writing, your notice must state that you reject this agreement to arbitrate and include your name, address, account number, and personal signature. Rejection of arbitration will not affect your other rights or responsibilities under this Card Agreement.

Survival, Severability, and Amendment of Terms:

Survival. This agreement to arbitrate shall survive changes in the Agreement and termination of the Account or the relationship between you and us, including the bankruptcy of any party and any transfer or sale of your Account, or amounts owed on your Account, to another person or entity.

Severability. If any part or parts of your agreement to arbitrate are declared unenforceable, then such specific part or parts shall be of no force or effect and shall be severed, but the remainder of this agreement to arbitrate shall continue in full force and effect. If, however, the entire agreement to arbitrate or your waiver of the right to bring or participate in a class or representative action or in consolidation procedures is unenforceable, then the agreement to arbitrate shall be of no force or effect. Notwithstanding the preceding sentence, with respect to California Account Holders, if arbitration is unenforceable, in whole or in part, you and we agree to resolve any Claim by a judicial reference proceeding as described above.

Amendment in Writing Only. This agreement to arbitrate may not be amended, severed, or waived, except as expressly provided in the Agreement or in a written agreement between you and us.

Other Information

Transactions in Foreign Currencies: If you make a transaction at a merchant that settles in a currency other than U.S. dollars, Mastercard International Incorporated or Visa Incorporated will convert that charge into a U.S. Dollar amount. That conversion will be done at a rate selected by Mastercard or Visa from the range of rates available in wholesale currency markets for the applicable central processing date, which rate may vary from the rate Mastercard or Visa itself receives, or the government-mandated rate in effect for the applicable central processing date. The currency conversion rate used on the processing date may differ from the rate that would have been used on the purchase date or on the date the transaction is posted to your Account. You agree to pay the converted amount, including any charges for the conversion that may be imposed as described above.

Changes to Your Agreement: The rates, fees and terms of this Agreement may change and we may add or delete any term to this Agreement, consistent with applicable law. We will give you advance written notice of these changes and a right to reject the change, if required by law.

Unauthorized Use: Notify us immediately if your Card is lost or stolen or you suspect that someone is using your Card or Account without your permission.

Assignment: We may assign any or all of our rights and obligations under this Agreement. You may not assign any of your rights or obligations under this Agreement.

No Waiver: We will not lose our rights under this Agreement because we delay or do not enforce them.

Governing Law: This Agreement is governed by and interpreted in accordance with the laws applicable to national banks, and, where no such laws apply, by the laws of the State of Nevada, excluding the conflicts of law provisions thereof, regardless of your state of residence.

Conformance with Law; Severability: If any part of this Agreement conflicts with applicable law, that provision will be considered modified to conform to applicable law. If any part of this Agreement is invalid, the rest shall remain in effect, except as otherwise noted in the Arbitration Provision.

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 the Billing Inquiries address on the statement.

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 \$50.00 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 \$50.00. (Note: Neither of these are necessary if your purchase was based on an advertisement we mailed to you, or if we own or operate 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 the Billing Inquiries address shown on your statement.

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

Cash Back Rewards Program Supplement

This Supplement describes the terms and conditions of the Credit One Bank Cash Back Rewards Program ("Program") and supplements the Card Agreement that governs your credit card account issued by Credit One Bank, N.A. (the "Account"). By using the Account, you agree to participate in the Program. Your participation is subject to the terms of the Card Agreement, including the arbitration provision, if applicable, and this Supplement. In the event of a conflict between the Card Agreement and this Supplement, with respect to matters relating to the Program, this Supplement controls.

Earning Cash Back Rewards: You earn cash back rewards in the form of an automatic statement credit equal to 2% of Net Eligible Purchases (as defined below) made with your Account. You do not earn cash back rewards on Cash Advances, Balance Transfers, interest, fees, and other charges. We will post a statement credit to your Account within seven days after the end of the month based on the Net Eligible Purchases made with your Account from the 27th of the previous month to the 26th of the current month. If your Account is in default, as defined in your Card Agreement, at the time the credit is to be posted, you WILL NOT receive the credit. Cash back rewards have no cash value.

Merchant Categories: Merchants who accept credit cards are assigned a merchant code, which is determined by the merchant or its processor in accordance with the applicable credit card network's procedures based on the kinds of products and services they primarily sell. We have no control over merchant codes. Please note:

- We make every effort to include all relevant merchant codes in our cash back rewards categories. However, even though a merchant or some of the items that it sells may appear to fit within a cash back rewards category, the merchant may not have a merchant code in that category. When this occurs, Purchases with that merchant won't qualify for cash back rewards offers on Purchases in that category.
- Although a merchant or the items that it sells may appear to fit the cash back rewards categories, the merchant may not have or use an eligible Code. Purchases made without an eligible code WILL NOT qualify for cash back rewards. A merchant with more than one location may submit Purchases using different codes, including codes that are not eligible under this Program. This means that Purchases from the same merchant at a different location may result in no cash back rewards.
- Purchases submitted by you, an authorized user, or the merchant through third-party payment accounts, mobile or wireless card readers, online or mobile digital wallets, or similar technology will not qualify in a cash back rewards category if the technology is not set up to process the purchase in that cash back rewards category.

Eligible Purchases: Eligible Purchases are Purchases from merchants in the following categories:

- gasoline,
- grocery (grocery Purchases do not include Purchases at superstores, at stores that sell groceries and other products like drugstores and convenience stores; or at smaller stores like bakeries, candy, nut or confection stores),
- mobile phone service, and
- internet, cable and satellite TV service.

Purchases That Are Not Eligible: Purchases from the following types of merchants are not eligible for cash back rewards:

- oil, propane, home heating companies,
- PayPal,
- warehouse clubs (including but not limited to Sam's Club and Costco),
- discount supercenters (including but not limited to Wal-Mart and Target).

Net Eligible Purchases: Net Eligible Purchases are Eligible Purchases minus any returns, disputed charges, unauthorized charges, illegal or fraudulent charges or other credits for such Purchases.

Program Restrictions: You will receive an automatic cash back rewards credit on each statement that has at least one Net Eligible Purchase. Automatic statement credits for cash back rewards will reduce the balance on your Account but will not count as payments. You will still be required to pay at least the Minimum Payment Due as shown on your billing statement each month. You WILL NOT earn cash back rewards for Purchases made while your Account is in default as defined within your Card Agreement. This Program excludes Accounts already enrolled in a different Credit One Bank cash back rewards program.

Changes: The Program may be changed (added to, modified or deleted) by us at any time, including without limitation amendments to the definition of Eligible Purchases. We will give you prior notice to the extent required by law. Any revisions may affect your ability to earn cash back rewards.

Termination: We may suspend or terminate the Program or your participation in the Program at any time without prior notice. In such event, we will evaluate your Account for any eligible cash back rewards as of the Program termination date. Provided that you meet all of the other Program Restrictions listed above at that time, you will receive a distribution of the cash back rewards earned during the current billing period in the form of a statement credit.

Limited Liability: Unless otherwise required by law, this Program, or our Card Agreement with you, we will not be liable to you or anyone making a claim on your behalf, in connection with: (1) any change or termination of the Program; (2) any loss, damage, expense or inconvenience caused

by any occurrence outside of our control; (3) any taxes that you incur as a result of receiving cash back rewards, payment of which taxes will be your responsibility; (4) any merchandise or services you purchase, or for any direct, indirect or consequential damages with respect to the use of your Account. In any event, any liability that Credit One Bank may have to you in connection with the Program shall be limited to the amount of any cash back rewards you have earned in this Program. The Program and cash back rewards are void or limited where prohibited or restricted, respectively, by federal, state or local law.

Pricing Summary

Interest Rates and Interest Charges	
ANNUAL PERCENTAGE RATE (APR) for Purchases	24.40% This APR will vary with the market based on the Prime Rate.
ANNUAL PERCENTAGE RATE (APR) for Balance Transfers	24.40% This APR will vary with the market based on the Prime Rate.
ANNUAL PERCENTAGE RATE (APR) for Cash Advances	24.40% This APR will vary with the market based on the Prime Rate.
Paying Interest	Your due date is at least 24 days after the close of each billing cycle. We will not charge you any interest on Purchases if you pay your entire balance by the due date each month. We will begin charging interest on Cash Advances and Balance Transfers from the posting date.
Minimum Interest Charge	If you are charged interest, the charge will be no less than \$1.00.
For Credit Card Tips from the Consumer Financial Protection Bureau	To learn more about factors to consider when applying for or using a credit card, visit the website of the Consumer Financial Protection Bureau at http:// www.consumerfinance.gov/learnmore .
Fees	
Annual Fee	\$95
Transaction Fees • Balance Transfer • Cash Advance • Foreign Transaction	Either \$10 or 5% of the amount of each Balance Transfer, whichever is greater. Either \$10 or 5% of the amount of each Cash Advance, whichever is greater. Either \$1 or 3% of the amount of each purchase in U.S. dollars, whichever is greater.
Penalty Fees • Late Payment • Returned Payment	Up to \$39* Up to \$39**

How We Will Calculate Your Balance: We use a method called “average daily balance (including new Purchases).” See your Card Agreement for more details.

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

***Late Payment Fee:** We will charge the maximum safe harbor amount, which is set annually in accordance with 12 C.F.R 1026.52(b)(1)(ii)(D). Currently the fee is \$29, unless you incurred a Late Payment Fee during the prior six billing cycles. If you did, the fee is currently \$39. This fee will not exceed the related Minimum Payment that was due. We charge a Late Payment Fee to your Account if at least the Amount Due This Period (less any Late

Payment Fee for the current billing cycle) plus any Past Due Amount is not received by 5:00 p.m. PT on the Payment Due Date shown on your statement.

****Returned Payment Fee:** We will charge the maximum safe harbor amount, which is set annually in accordance with 12 C.F.R 1026.52(b)(1)(ii)(D). If a payment is not honored upon first presentment, even if the payment is later honored, a Returned Payment Fee will be charged to your Account. Currently, the fee is \$29, unless you incurred a Returned Payment Fee in the prior six billing cycles. If you did, the fee is currently \$39. This fee will not exceed the related Minimum Payment that was due.

Additional Rate Information: The Purchase, Balance Transfer and Cash Advance APR equals the Prime Rate plus a margin of 21.15%. This corresponds to a monthly periodic rate of 2.03333%.

Minimum Payments: You may pay the entire New Balance shown on your billing statement at any time. Each billing period you must pay at least the Minimum Payment Due by the Payment Due Date shown on your billing statement. The Minimum Payment Due will be the sum of:

- 3.5% of your outstanding balance, rounded up to the next whole dollar, or \$30, whichever is greater;
- any Late Payment Fee for the current billing cycle;
- and any Past Due Amount (excluding any past due Late Payment Fees).

The Agreement

This Agreement, together with the Pricing Summary, is your contract with us.

Accepting this Agreement: You accept this Agreement when you use the Account. You may still reject this Agreement if you have not yet used the Card, used the Account, or paid a fee after receiving a billing statement. To reject the Agreement, call us at 866-515-5721 or write us at Bank Card Center, P.O. Box 95516, Las Vegas, NV 89193-5516. If you reject the Agreement, you are not responsible for any fees or charges.

Arbitration: This Agreement includes an Arbitration Provision with class action and jury trial waivers. You can reject the Arbitration Provision. See "How to REJECT this agreement to arbitrate" in the Arbitration section. If you do not, it will be part of this Agreement.

Promise to Pay: You agree to pay us for all amounts due on your Account, including credit for Purchases, Balance Transfers, and Cash Advances, as well as interest charges and fees. This includes charges made by Additional Cardholders and other Authorized Users.

Definitions

Account means the Credit One Bank card account under this Agreement.

Authorized User means any person you allow to use your Account or Card, including Additional Cardholders. If the Authorized User has been issued a Card and you want to terminate the Authorized User, you must notify us by telephone or in writing.

Balance Transfer means a transaction we designate that allows you to use your Account to pay another creditor or yourself. Balance Transfers cannot be used to pay us or our affiliates. A Balance Transfer will be subject to the terms of the Balance Transfer offer and this Agreement.

Card refers to one or more cards or access devices, including your Account number, that we give you or someone else with your authorization to get credit under this Agreement.

Cardholder refers to each person with a card issued in their name.

Cash Advance means the use of your Account to obtain funds at a financial institution or the use of a Convenience Check.

Convenience Check means a check we issue to you to take a Cash Advance. You may not use these checks to pay us or our affiliates.

Purchase means the use of the Account to obtain goods or services.

Prime Rate means the highest U.S. Prime Rate in the Money Rates section of The Wall Street Journal on the 25th day of the month, or the next day if that day is not a publication day. If The Wall Street Journal does not publish the U.S. Prime Rate, we may substitute another index.

we, us, our, and Credit One Bank refer to Credit One Bank, N.A., the issuer of your Card.

you, and your refer to each person who has applied for the Account and where appropriate, the Authorized User.

Features and Use of Your Account

Using Your Card: You may make Purchases wherever the Card is accepted. You may use the Account to obtain Cash Advances, but you may not make more than two Cash Advance transactions per day and you may not obtain more than \$200 in Cash Advances per day. You may use the Account only for personal, family, or household purposes, and if your Account is used for any other purpose you are still responsible for such use. You may not use the Account for business or commercial purposes. The Account may not be used for online or internet gambling or illegal purposes.

Your Credit Limit: We will tell you your credit limit. Keep your Account balance below your credit limit. If you do not, you must still pay us. We may designate part of your credit limit as a Cash Advance limit and part as a Balance Transfer limit. We may change your credit limit(s) at any time, without notice. You may use a portion of your credit limit for Cash Advances and Balance Transfers. Each Purchase, Cash Advance, and Balance Transfer obtained will reduce the amount of available credit under your credit limit until it is repaid. We may delay increasing your available credit by the amount of any payment that we receive for up to 12 calendar days.

Credit Limit Increase: To request a credit limit increase contact the Customer Service number on your statement. We may impose a fee for processing the request.

Credit Authorizations: We may decline to authorize a transaction for any reason. We will not be liable to you if we decline a transaction or if anyone refuses any use of your Card.

Automatic Billing: You may set up automatic billing with a merchant. You authorize us to provide an updated Account number or Card expiration date to any merchant at our discretion. Contact the merchant to stop automatic billing.

Joint Accounts: If this is a joint account, each of you is responsible individually and together for all amounts owed. Each of you is responsible even if the Account is used by only one of you. You will continue to be liable for the entire balance of the Account, even if your co-applicant is ordered by a court to pay us. You will remain liable to us if your co-applicant fails to pay as ordered by the court. Your Account status will continue to be reported to the credit reporting agencies under each of your names. The delivery of notices or billing statements to either of you serves as delivery to each of you. We may rely on instructions given by either of you. We are not liable to either of you for relying upon such instructions.

Electronic Access: Applications (apps) on electronic devices (such as mobile wallets) can store your Card and can be used to get credit under this Agreement. Such transactions are covered by this Agreement. Apps may have separate terms of use. We are not responsible if you violate those terms or for any consequences from violating those terms.

Additional Cardholder: At your request, we may, at our discretion, issue, in the name of another person, an additional Card on your Account. That person is an Additional Cardholder, as well as an Authorized User. An Additional Cardholder has access to certain Account information including balance, available credit and payment information. If you advise us that the Additional Cardholder is your spouse, information regarding the Account will be provided to consumer reporting agencies in your name as well as in the name of the Additional Cardholder. By requesting that we add an Additional Cardholder to your Account, you represent that you (1) have the consent of the Additional Cardholder to be added to the Account, (2) have provided a copy of this Agreement to the Additional Cardholder, and (3) if the Additional Cardholder is your spouse, you have told the Additional Cardholder that Credit One Bank will furnish credit information about them to the credit reporting agencies in connection with the Account. The Additional Cardholder may report the Card lost or stolen and may remove him or herself from the Account.

Interest Rates and Interest Changes

Annual Percentage Rates (APRs): See the Pricing Summary for your APRs. The APR for Balance Transfers will be the same as the APR for standard Purchases, unless a promotional rate applies.

Variable Rates: Your Pricing Summary indicates whether you have any variable APRs. Variable APRs are determined by adding to the Prime Rate the number of percentage points ("margin") specified in the Pricing Summary. Variable APRs will increase or decrease when the Prime Rate changes. The APR change will take effect beginning with billing cycles that end on or after the first day of the month after the month in which the Prime Rate changes. An increase in the APR will increase your interest charges and may increase your Minimum Payment Due.

Average Daily Balance Method (including new transactions): We calculate interest each billing cycle by first figuring the "average daily balance" for each type of balance. Standard Purchases, standard Cash Advances, standard Balance Transfers, and each promotional offer, are all types of balances.

For each type of balance, for each billing cycle, we start with the balance on the last day of your previous billing cycle. We subtract any unpaid interest. This is the beginning balance each day. Each day of the billing cycle we subtract any new payments and credits applied to that type of balance. We add any new transactions and fees for that type of balance. We add Purchases, Cash Advances, and Balance Transfers on the post date. We add

transaction fees on promotional rate and non-promotional rate Balance Transfers to the same type of balance as the transaction. We add all other fees to the standard Purchase balance. This gives us the daily balance for that type of balance, except that if the daily balance is negative, we treat it as zero. We then add up all of the daily balances and divide by the number of days in the billing cycle. This gives us the "average daily balance" for that type of balance. We multiply the average daily balance by the applicable monthly periodic rate (the APR divided by 12). This gives us the interest charged for that type of balance for that billing cycle. This interest is included in the Account balance on the last day of the billing cycle. The results for all types of balances are then added together to determine the total interest charged that billing cycle.

When Interest Begins: We begin to impose interest on a transaction or fee from the day we add it to the daily balance. We continue to impose interest until you pay the total amount you owe us. You can avoid paying interest on Purchases as described below. However, you cannot avoid paying interest on Balance Transfers or Cash Advances.

How to Avoid Paying Interest on Purchases ("Grace Period"): If you pay the New Balance on your billing statement by the Payment Due Date shown on that billing statement, we will not impose interest on new Purchases paid by the Payment Due Date on your current billing statement. The Payment Due Date will be at least 24 days after the close of the billing cycle. If you have been paying your Account balance in full and thereby avoiding interest on Purchases, but then do not pay the next New Statement Balance in full by the Payment Due Date, in that billing cycle we will start charging interest on the unpaid portion of your balance.

Fees

See the Pricing Summary for additional Fee information.

Annual Fee: If your Account is subject to an Annual Fee, the amount and when it is billed is shown on the Pricing Summary. The Annual Fee is billed to the Account until the Account is closed and the outstanding balance is paid in full. The Annual Fee is refundable as long as you cancel your Account and have not used your card for any Purchases, Cash Advances, or Balance Transfers and you have not made a payment.

Credit Limit Increase Fee: If a fee is imposed for processing a Credit Limit increase request, we will tell you the amount of the fee at the time of your request and before you agree to it.

Foreign Transaction Fee: We add this fee for each purchase made outside the U.S. (A purchase is made outside the U.S. unless it is made with a U.S. merchant, processed completely in the U.S., and in U.S. dollars.) The fee is a percentage of the U.S. dollar amount of the purchase.

Optional Express Payment Service Fee: If a representative of ours helps expedite your payment, we may impose an Express Payment fee. You will be informed of the amount of the fee before you complete the transaction.

Duplicate Statement Fee: If you request a duplicate copy of a monthly statement, for any purpose other than to assert a billing error, you will be charged a fee of up to \$10 for each statement copy requested.

Sales Slip Request Fee: If you request a copy of a sales slip, for any purpose other than to resolve a dispute about the charges on your Account, you will be charged a fee of \$6 for each sales slip copy requested.

Replacement Card Fee: If you request a replacement card, a Replacement Card Fee of up to \$25 may be charged to your Account.

Payments

Minimum Payment Due: See the Pricing Summary for the minimum payment requirements.

Small Balances: As it is uneconomical for both you and us to process payments or maintain credits that are \$1 or less in amount, you agree as follows: (1) In any billing cycle in which you have had no transactions and your New Balance on the billing date is \$1 or less, the balance will be rounded to zero and you will not receive a bill for this amount. (2) In the event that you have a credit balance of \$1 or less for two consecutive billing cycles, the balance will be rounded to zero and you will not receive a refund of this amount.

Payment Instructions: You must pay us in U.S. dollars, in funds on deposit in the U.S. We credit your payments in accordance with the terms contained on your billing statement. If you mail your payment to an address other than the address designated on your billing statement, there may be a delay in processing and crediting the payment to your Account.

Irregular Payments: Any payment submitted in offer of settlement of a disputed debt, including any item containing a notation such as "paid in full," and any other item with a restrictive endorsement, must be sent to: Credit One Bank, P.O. Box 95516, Las Vegas, NV 89193-5516. We can accept late payments, partial payments, and checks or other items with restrictive endorsements at any other address without losing any of our rights under this Agreement.

Postdated Checks: You agree that we need not examine any payment check to confirm that it is not postdated and that we may deposit any postdated check on the day we receive it.

Payment Allocation: We apply payments up to the Minimum Payment Due and credits at our discretion, which may result in balances at lower APRs being paid first and higher interest charges. Payments over the Minimum Payment Due will be applied to balances with higher APRs first.

Collecting, Sharing, and Updating Information

Customer Privacy: We send you our Privacy Policy when you open your Account and thereafter in accordance with applicable law. It summarizes the personal information we collect; how we safeguard its confidentiality and security; when it may be shared with others; and how you can limit our sharing of this information. You accept the terms of our Privacy Policy when you use the Account. Contact us or visit CreditOne.com if you would like a copy.

Information About You: You authorize us to obtain and/or use information about you from third parties and credit reporting agencies to: (1) verify your identity and/or conduct investigative inquiries; (2) determine your income and credit eligibility; (3) review your Account and provide renewal of credit; (4) verify your current credit standing in order to present future credit limit increases or decreases; (5) qualify you for and present additional lines of credit or other offers; and (6) collect amounts owing on your Account. Upon request, we will tell you the name and address of any credit reporting agency that provided us with information concerning you.

Furnishing Information: We may furnish information concerning your Account or credit file to consumer reporting agencies and others who may properly receive that information. If you believe that information we furnished is inaccurate or incomplete, please write us at Credit One Bank, P. O. Box 98873, Las Vegas, NV 89193-8873. Please include your name, address, home phone number and Account number.

Telephone Calls, Text Messages and Emails Regarding Your Account: You are providing express written permission and consent authorizing Credit One Bank and our agents, servicers, contractors, subsidiaries, affiliates, officers, and other partners and employees to contact you at any phone number (including mobile, cellular/wireless, or similar devices) or email address you provide at any time, for any lawful purpose. The ways in which we may contact you include live operator, automatic telephone dialing systems (auto-dialer), prerecorded and artificial voice message, text/SMS message or email. Phone numbers and email addresses you provide include those you give to us, those from which you, or someone acting on your behalf, contact us or which we obtain through other means. If you provide a phone number for which you are not the owner, you confirm you are authorized to provide that number. Such lawful purposes include, but are not limited to: obtaining information; activation of the card for verification and identification purposes; account transactions or servicing related matters; suspected fraud or identity theft; collection on the Account; and providing information about special products and services. You agree to pay any fee(s) or charge(s) that you may incur for incoming communications from us or outgoing communications to us, to or from any such number or email address, without reimbursement from us.

Communication Revocation: You may revoke your authorization for most communications. However, you cannot revoke authorization for fraud related communications or legally required communications. To change your communication preferences or to revoke consent you must write us. Please:

- include your name, mailing address, and the last four digits of your Account number;
- specify whether you are changing your preferences regarding mail, telephone calls, emails, and/or text or SMS messages;
- provide the specific phone number(s) and/or email address for which you are requesting communications to cease;
- send this written notice to: Credit One Bank, P.O. Box 98873, Las Vegas, NV 89193-8873.

Certain communication preferences can be changed on-line. Please log in to your Account to see if that option is available.

Telephone Monitoring: You agree that we (and our servicers, agents and contractors) may monitor and record any calls between you and us.

Updating Your Phone Number: Notify us immediately if you change mobile or cell phone numbers or plan to give your phone to someone else. It is your responsibility to provide us with a true, accurate and complete mobile number and to maintain and update promptly any changes in this information. You can update your mobile number by calling us at the phone number on the back of your Card.

Indemnification: If you provide telephone number(s) for which you are not the subscriber, or fail to notify us when you cease to be the subscriber for a telephone number you previously gave us, you agree to indemnify us, our subsidiaries, affiliates, officers, agents, servicers, contractors, and other partners and employees for any costs and expenses, including reasonable attorneys' fees, incurred as a result of us contacting or attempting to contact you at the number(s). Your obligation under this paragraph shall survive termination of the Agreement.

Account Closure

Default: You are in default under this Agreement if (1) bankruptcy or another insolvency proceeding is filed by or against you; (2) we reasonably believe you are unable or unwilling to repay us; (3) you die or are legally incompetent or incapacitated; (4) you fail to comply with the terms of this Agreement, including failing to make a required payment when due, exceeding your credit limit or using your Card or Account for an illegal transaction; (5) you give us misleading, false, incomplete or incorrect information or fail to give us any information we deem necessary; or (6) if you no longer permanently reside in one of the 50 states or the District of Columbia. If you are in default, we may declare the entire Account balance immediately due and payable without advance notice.

Collection Costs: If we use an attorney to collect your Account, we may charge you our legal costs as permitted by law. These include reasonable attorneys' fees, court or other collection costs, and fees and costs of any appeal.

Closing Your Account: You may close your Account at any time. You will remain responsible for any amount you owe us under this Agreement. Any joint Cardholder may cancel a joint Account. However, both of you will remain responsible for paying all amounts owed. If your Account is subject to an Annual Fee, the fee will continue to be charged until you pay your outstanding balance in full.

We may cancel, suspend or not renew your Card, Account, or access to the credit line at any time and for any reason without notice. If your Account is closed by us, the Annual Fee will continue to be charged until you pay your outstanding balance in full.

However, when your Account is closed, if there is: (1) a debit balance of \$1 or less, that balance will be rounded to zero and you will not be required to pay this amount; or (2) a credit balance of \$1 or less, that balance will be rounded to zero and this amount will not be refunded to you. The rounding to zero may occur after your closing statement cycles, and you may not receive a statement reflecting the rounding.

Arbitration Agreement

PLEASE READ CAREFULLY—IMPORTANT—AFFECTS YOUR LEGAL RIGHTS

This agreement to arbitrate provides that you or we can require controversies or disputes between us to be resolved by BINDING ARBITRATION. You have the right to REJECT this agreement to arbitrate by using the procedure explained below.

If you do not reject this agreement to arbitrate, you GIVE UP YOUR RIGHT TO GO TO COURT and controversies or disputes between us will be resolved by a NEUTRAL ARBITRATOR INSTEAD OF A JUDGE OR JURY, using rules that are simpler and more limited than in a court. Arbitrator decisions are subject to VERY LIMITED REVIEW BY A COURT. Arbitration will proceed INDIVIDUALLY— CLASS ACTIONS AND SIMILAR PROCEDURES WILL NOT BE AVAILABLE TO YOU.

Agreement to Arbitrate: You and we agree that either you or we may, without the other's consent, require that controversies or disputes between you and us (all of which are called "Claims"), be submitted to mandatory, binding arbitration. This agreement to arbitrate is made pursuant to a transaction involving interstate commerce, and shall be governed by, and enforceable under, the Federal Arbitration Act (the "FAA"), 9 U.S.C. §1 et seq., and (to the extent State law is applicable), the laws of the State of Nevada.

For purposes of this agreement to arbitrate, "you" includes you, any co-applicant, any Authorized User (including Additional Cardholders), or anyone else connected with you or claiming through you; and "we" or "us" includes Credit One Bank, N.A., all of its parents, subsidiaries, affiliates, successors, predecessors, employees, and related persons or entities, and all third parties who are regarded as agents or representatives of us in connection with the subject matter of the claim or dispute at issue.

Covered Claims: Claims subject to arbitration include, but are not limited to, any controversies or disputes arising from or relating in any way to your Account; any transactions involving your Account; any disclosures made to you concerning your Account; any interest, charges, or fees assessed on your Account; any service(s) or programs related to your Account; and, if permitted by the rules of the arbitration forum, any collection of debt related to your Account. Claims also include controversies or disputes arising from or relating in any way to advertising, solicitations, or any application for, approval of, or establishment of your Account. Claims subject to arbitration include any controversies or disputes based on any theory of law, whether contract, tort, statute, regulation, common law, or equity, or whether they seek legal or equitable remedies. All Claims are subject to arbitration whether they arose in the past, may currently exist, or may arise in the future. Arbitration will apply even if your Account is closed, you pay us in full any outstanding debt you owe, or you file for bankruptcy. Also, controversies or disputes about the validity, enforceability, coverage, meaning, or scope of this agreement to arbitrate or any part thereof are subject to arbitration and are for the arbitrator to decide. Any questions about what Claims are subject to arbitration shall be resolved by interpreting this agreement to arbitrate in the broadest way the law will allow it to be enforced.

Claims Not Covered: Claims (whether brought initially or by counter or cross-claim) are not subject to arbitration if they are filed by you or us in a small claims court, so long as the case remains in such court and only individual claims for relief are advanced in the case.

No Class Arbitration or Consolidation or Joinder of Parties: Class actions and other similar procedures in which individuals seek to represent similarly situated individuals or seek relief on behalf of the general public, and consolidation or joinder of Claims (except for claimants on the same account), are NOT available under this agreement to arbitrate. Claims in arbitration will proceed on an INDIVIDUAL basis only:

UNLESS YOU REJECT THIS AGREEMENT TO ARBITRATE, YOU AND WE WAIVE THE RIGHT TO ASSERT OR PARTICIPATE IN A CLASS ACTION OR ANY REPRESENTATIVE OR CONSOLIDATED PROCEEDING IN COURT OR IN ARBITRATION.

The arbitrator shall have no authority to entertain any Claim as a class action or private attorney general action or on any other similar representative basis, nor shall the arbitrator have any authority to consolidate or join Claims brought by separate claimants (except for claimants on the same account). This also means that the arbitrator shall have no authority to make any award for the benefit of, or against, any person other than the individual who is the named party.[†]

†Notice to California Account Holders: This agreement to arbitrate shall not be construed to prevent you from seeking in the arbitration the remedy of public injunctive relief if (a) you reside in California, (b) you resided in California at the time you entered into this agreement to arbitrate, or (iii) the billing address for your Account is a California address (hereafter, "California Account Holder").

Initiation of Arbitration: The arbitration shall be administered by the American Arbitration Association ("AAA") before a single arbitrator under the AAA's Consumer Arbitration Rules, or by a mutually agreeable administrator, before a single arbitrator, as modified by this arbitration provision. Information about the arbitration process for AAA can be obtained from the AAA at www.adr.org. The arbitrator shall be selected from the AAA (or mutually agreeable administrator) panel of neutrals then active on the roster maintained by the AAA (or mutually agreeable administrator) office located in the city of or nearest to your billing address and, unless otherwise mutually agreed, the arbitrator shall be a retired federal judge, a retired state appellate judge, a retired state trial judge, or a lawyer with at least 15 years of experience in that order of preference.

In the event that the AAA or mutually agreeable administrator is unable or unwilling to handle the Claim for any reason, then the matter shall be arbitrated instead by a neutral arbitrator selected by agreement of the parties (or, if the parties cannot agree, selected by a court in accordance with the FAA).

Arbitration Procedures and Applicable Law; Offer of Settlement: Unlike a lawsuit in state or federal court, arbitration is conducted by a private organization that specializes in alternative dispute resolution. Disputes in arbitration are decided by a neutral arbitrator instead of a judge or jury. You may represent yourself in arbitration, or you may be represented by a lawyer.

Under this agreement to arbitrate, a single arbitrator designated by the arbitration administrator will decide the Claim under applicable law. The arbitrator is bound by the terms of this agreement to arbitrate. The AAA or mutually agreeable administrator will apply its code of procedures in effect at the time the arbitration claim is filed. If there is a conflict between that code of procedures and this arbitration provision and/or any sections of this Card Agreement, this arbitration provision and/or this Card Agreement will control. The arbitrator will honor all claims of privilege recognized by law. Subject to the prohibition on class, representative, and consolidation procedures set forth above, the arbitrator will have the power to award to a party any damages or other relief (including relief in equity) provided for under applicable law. That is, a party will be entitled to recover in arbitration any damages or other relief that it could recover if it prevailed in a court proceeding. An arbitrator's award shall consist of a written statement setting forth the disposition of each Claim. At the request of any party, the arbitrator shall also set forth a written explanation of the essential findings and conclusions on which the award is based. An arbitration award shall decide the rights and obligations only of the parties named in the arbitration, and shall not have any bearing on another person or dispute.

If your Claim is for \$10,000 or less, you may choose whether the arbitration will be conducted solely on the basis of documents, in a telephonic hearing, or in an in-person hearing.

Any in-person hearing will take place in the federal judicial district that includes your billing address at the time the Claim is filed, unless the parties agree to a different place.

The Arbitrator's Decision: The arbitrator's decision will be final and binding on the parties. A party can file a written appeal to the arbitration administrator within thirty (30) days after an award is issued. The appeal will proceed before a panel of three neutral arbitrators designated by the same arbitration administrator. The panel will decide anew all factual and legal issues, following the same rules of procedure, by majority vote any aspect of the original decision objected to. The costs of such an appeal will be borne in accordance with the below paragraph entitled "Fees and Costs". Any review by a court shall be governed by the Federal Arbitration Act. Any final arbitration award will be binding on the named parties and enforceable by any court having jurisdiction.

Fees and Costs: We will pay any costs that are required to be paid by us under the arbitration administrator's rules of procedure. If you file the arbitration, you will pay your share of the initial filing fee, unless you seek and qualify for a fee waiver under the applicable rules of the arbitration administrator. The party filing an appeal shall be responsible for all filing fees and costs of the appeal unless prohibited by administrator's rules of

procedure. All parties are responsible for their own attorney's fees, expert fees and any other expenses, unless the arbitrator awards such fees or expenses to you or us if allowed by applicable law.

Other Parties Subject to this Agreement to Arbitrate: In addition to you and us, the rights and duties described in this agreement to arbitrate apply to: any third party co-defendant of a claim subject to this arbitration provision; all joint account holders, Additional Cardholders, and Authorized Users of your Account(s).

How to REJECT this Agreement to Arbitrate: You can reject this agreement to arbitrate but only if we receive from you a written notice of rejection within 45 days after it was first provided to you. To reject this agreement to arbitrate you must send the notice of rejection to: Credit One Bank, Attention: Arbitration Opt Out, P. O. Box 98873, Las Vegas, NV 89193-8873. Rejection notices sent to any other address will not be accepted or effective. If you decide to reject this agreement to arbitrate in writing, your notice must state that you reject this agreement to arbitrate and include your name, address, account number, and personal signature. Rejection of arbitration will not affect your other rights or responsibilities under this Card Agreement.

Survival, Severability, and Amendment of Terms:

Survival. This agreement to arbitrate shall survive changes in the Agreement and termination of the Account or the relationship between you and us, including the bankruptcy of any party and any transfer or sale of your Account, or amounts owed on your Account, to another person or entity.

Severability. If any part or parts of your agreement to arbitrate are declared unenforceable, then such specific part or parts shall be of no force or effect and shall be severed, but the remainder of this agreement to arbitrate shall continue in full force and effect. If, however, the entire agreement to arbitrate or your waiver of the right to bring or participate in a class or representative action or in consolidation procedures is unenforceable, then the agreement to arbitrate shall be of no force or effect. Notwithstanding the preceding sentence, with respect to California Account Holders, if arbitration is unenforceable, in whole or in part, you and we agree to resolve any Claim by a judicial reference proceeding as described above.

Amendment in Writing Only. This agreement to arbitrate may not be amended, severed, or waived, except as expressly provided in the Agreement or in a written agreement between you and us.

Other Information

Transactions in Foreign Currencies: If you make a transaction at a merchant that settles in a currency other than U.S. dollars, Mastercard International Incorporated or Visa Incorporated will convert that charge into a U.S. Dollar amount. That conversion will be done at a rate selected by Mastercard or Visa from the range of rates available in wholesale currency markets for the applicable central processing date, which rate may vary from the rate Mastercard or Visa itself receives, or the government-mandated rate in effect for the applicable central processing date. The currency conversion rate used on the processing date may differ from the rate that would have been used on the purchase date or on the date the transaction is posted to your Account. You agree to pay the converted amount, including any charges for the conversion that may be imposed as described above.

Changes to Your Agreement: The rates, fees and terms of this Agreement may change and we may add or delete any term to this Agreement, consistent with applicable law. We will give you advance written notice of these changes and a right to reject the change, if required by law.

Unauthorized Use: Notify us immediately if your Card is lost or stolen or you suspect that someone is using your Card or Account without your permission.

Assignment: We may assign any or all of our rights and obligations under this Agreement. You may not assign any of your rights or obligations under this Agreement.

No Waiver: We will not lose our rights under this Agreement because we delay or do not enforce them.

Governing Law: This Agreement is governed by and interpreted in accordance with the laws applicable to national banks, and, where no such laws apply, by the laws of the State of Nevada, excluding the conflicts of law provisions thereof, regardless of your state of residence.

Conformance with Law; Severability: If any part of this Agreement conflicts with applicable law, that provision will be considered modified to conform to applicable law. If any part of this Agreement is invalid, the rest shall remain in effect, except as otherwise noted in the Arbitration Provision.

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 the Billing Inquiries address on the statement.

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 \$50.00 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 \$50.00. (Note: Neither of these are necessary if your purchase was based on an advertisement we mailed to you, or if we own or operate 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 the Billing Inquiries address shown on your statement.

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

Cash Back Rewards Program Supplement

This Supplement describes the terms and conditions of the Credit One Bank Cash Back Rewards Program ("Program") and supplements the Card Agreement that governs your credit card account issued by Credit One Bank, N.A. (the "Account"). By using the Account, you agree to participate in the Program. Your participation is subject to the terms of the Card Agreement, including the arbitration provision, if applicable, and this Supplement. In the event of a conflict between the Card Agreement and this Supplement, with respect to matters relating to the Program, this Supplement controls.

Earning Cash Back Rewards: You earn cash back rewards in the form of an automatic statement credit for purchases using your Account minus returns, refunds, disputed charges and fraudulent transactions ("Net Eligible Purchases"), as follows:

- 5% cash back rewards on eligible gas, grocery, mobile phone service, and internet, cable and satellite TV service purchases for the first \$5,000 per calendar year in eligible gas, grocery, mobile phone service, and internet, cable and satellite TV service purchases, and then 1% thereafter.
- ❖ **Certain Non-Eligible Purchases.** You will only earn 1% cash back rewards, not 5%, for:
 - Any purchase at a warehouse club (including but not limited to Sam's Club and Costco);
 - Groceries purchased at stores that sell groceries and other products like drugstores and convenience stores or at smaller stores like bakeries, candy, nut or confection stores;
 - Purchases for oil or propane or at home heating companies; and
 - Purchases made with PayPal or at a discount supercenter (including but not limited to Wal-Mart and Target).
- 1% cash back rewards on all other purchases, including, the non-eligible purchases listed above.

You do not earn cash back rewards on Cash Advances, Balance Transfers, unauthorized charges, items returned for credit, interest, fees, and other charges. We will post a statement credit to your Account within seven days after the end of the month based on the Net Eligible Purchases made with your Account from the 27th of the previous month to the 26th of the current month. If your Account is in default, as defined in your Card Agreement, at the time any credit is to be posted, you WILL NOT receive the applicable credit. Cash back rewards have no cash value.

Merchant Categories: Merchants who accept credit cards are assigned a merchant code, which is determined by the merchant or its processor in accordance with the applicable credit card network's procedures based on the kinds of products and services they primarily sell. We have no control over merchant codes. Please note:

- We make every effort to include all relevant merchant codes in our cash back rewards categories. However, even though a merchant or some of the items that it sells may appear to fit within a cash back rewards category, the merchant may not have a merchant code in that category. When this occurs, purchases with that merchant won't qualify for cash back rewards on purchases in that category.
- Although a merchant or the items that it sells may appear to fit the cash back rewards categories, the merchant may not have or use an eligible merchant code. Purchases made without an eligible code WILL NOT qualify for cash back rewards. A merchant with more than one location may submit purchases using different codes, including codes that are not eligible under this Program. This means that purchases from the same merchant at a different location may result in no cash back rewards.
- Purchases submitted by you, an authorized user, or the merchant through third-party payment accounts, mobile or wireless card readers, online or mobile digital wallets, or similar technology will not qualify in a cash back rewards category if the technology is not set up to process the purchase in that cash back rewards category.

Program Restrictions: You will receive an automatic cash back rewards credit on each statement that has at least one Net Purchase. Automatic statement credits for cash back rewards will reduce the balance on your Account but will not count as payments. You will still be required to pay at least the Minimum Payment Due as shown on your billing statement each month. You WILL NOT earn cash back rewards for Purchases made while your Account is in default as defined within your Card Agreement. This Program excludes Accounts already enrolled in a different Credit One Bank cash back rewards program.

Changes: The Program may be changed (added to, modified or deleted) by us at any time, including without limitation amendments to the definition of eligible and non-eligible purchase at any time without notice. We will give you prior notice to the extent required by law. Any revisions may affect your ability to earn cash back rewards.

Termination: We may suspend or terminate the Program or your participation in the Program at any time without prior notice. In such event, we will evaluate your Account for any eligible cash back rewards as of the Program termination date. Provided that you meet all of the other Program Restrictions listed above at that time, you will receive a distribution of the cash back rewards earned during the current billing period in the form of a statement credit.

Limited Liability: Unless otherwise required by law, this Program, or our Card Agreement with you, we will not be liable to you or anyone making a claim on your behalf, in connection with: (1) any change or termination of the Program; (2) any loss, damage, expense or inconvenience caused by any occurrence outside of our control; (3) any taxes that you incur as a result of receiving cash back rewards, payment of which taxes will be your responsibility; (4) any merchandise or services you purchase, or for any direct, indirect or consequential damages with respect to the use of your Account. In any event, any liability that Credit One Bank may have to you in connection with the Program shall be limited to the amount of any cash back rewards you have earned in this Program. The Program and cash back rewards are void or limited where prohibited or restricted, respectively, by federal, state or local law.

Pricing Summary

Interest Rates and Interest Charges	
ANNUAL PERCENTAGE RATE (APR) for Purchases	23.99% This APR will vary with the market based on the Prime Rate.
ANNUAL PERCENTAGE RATE (APR) for Balance Transfers	23.99% This APR will vary with the market based on the Prime Rate.
ANNUAL PERCENTAGE RATE (APR) for Cash Advances	23.99% This APR will vary with the market based on the Prime Rate.
Paying Interest	You will be charged interest on Purchases, Balance Transfers and Cash Advances from the posting date.
Minimum Interest Charge	If you are charged interest, the charge will be no less than \$1.00.
For Credit Card Tips from the Consumer Financial Protection Bureau	To learn more about factors to consider when applying for or using a credit card, visit the website of the Consumer Financial Protection Bureau at http:// www.consumerfinance.gov/learnmore .
Fees	
Annual Fee	\$75 for the first year. After that \$99 annually (\$8.25 per month).
Transaction Fees <ul style="list-style-type: none"> • Balance Transfer • Cash Advance • Foreign Transaction 	Either \$5 or 8% of the amount of each Balance Transfer, whichever is greater. Either \$5 or 8% of the amount of each Cash Advance, whichever is greater. Either \$1 or 3% of the amount of each purchase in U.S. dollars, whichever is greater.
Penalty Fees <ul style="list-style-type: none"> • Late Payment • Returned Payment 	Up to \$39* Up to \$39**

How We Will Calculate Your Balance: We use a method called “average daily balance (including new Purchases).” See your Card Agreement for more details.

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

Authorized User Card Fee: If you request a card for an authorized user, we charge an Authorized User Card Fee of \$19 annually. This fee will reduce the amount of your available credit.

***Late Payment Fee:** We will charge the maximum safe harbor amount, which is set annually in accordance with 12 C.F.R. 1026.52(b)(1)(ii)(D). Currently the fee is \$28, unless you incurred a Late Payment Fee during the prior six billing cycles. If you did, the fee is currently \$39. This fee will not exceed

the related Minimum Payment that was due. We charge a Late Payment Fee to your Account if at least the Amount Due This Period (less any Late Payment Fee for the current billing cycle) plus any Past Due Amount is not received by 5:00 p.m. PT on the Payment Due Date shown on your statement.

****Returned Payment Fee:** We will charge the maximum safe harbor amount, which is set annually in accordance with 12 C.F.R 1026.52(b)(1)(ii)(D). If a payment is not honored upon first presentment, even if the payment is later honored, a Returned Payment Fee will be charged to your Account. Currently, the fee is \$28, unless you incurred a Returned Payment Fee in the prior six billing cycles. If you did, the fee is currently \$39. This fee will not exceed the related Minimum Payment that was due.

Additional Rate Information: The Purchase, Balance Transfer and Cash Advance APR equals the Prime Rate plus a margin of 20.74%. This corresponds to a monthly periodic rate of 1.99917%.

Minimum Payments: You may pay the entire New Balance shown on your billing statement at any time. Each billing period you must pay at least the Minimum Payment Due by the Payment Due Date shown on your billing statement. The Minimum Payment Due will be the sum of:

- 5% of your outstanding balance, rounded up to the next whole dollar, or \$30, whichever is greater;
- any Late Payment Fee for the current billing cycle;
- and any Past Due Amount (excluding any past due Late Payment Fees).

The Agreement

This Agreement, together with the Pricing Summary, is your contract with us.

Accepting this Agreement: You accept this Agreement when you use the Account. You may still reject this Agreement if you have not yet used the Card, used the Account, or paid a fee after receiving a billing statement. To reject the Agreement, call us at 866-515-5721 or write us at Bank Card Center, P.O. Box 95516, Las Vegas, NV 89193-5516. If you reject the Agreement, you are not responsible for any fees or charges.

Arbitration: This Agreement includes an Arbitration Provision with class action and jury trial waivers. You can reject the Arbitration Provision. See "How to REJECT this agreement to arbitrate" in the Arbitration section. If you do not, it will be part of this Agreement.

Promise to Pay: You agree to pay us for all amounts due on your Account, including credit for Purchases, Balance Transfers, and Cash Advances, as well as interest charges and fees. This includes charges made by Additional Cardholders and other Authorized Users.

Definitions

Account means the Credit One Bank card account under this Agreement.

Authorized User means any person you allow to use your Account or Card, including Additional Cardholders. If the Authorized User has been issued a Card and you want to terminate the Authorized User, you must notify us by telephone or in writing.

Balance Transfer means a transaction we designate that allows you to use your Account to pay another creditor or yourself. Balance Transfers cannot be used to pay us or our affiliates. A Balance Transfer will be subject to the terms of the Balance Transfer offer and this Agreement.

Card refers to one or more cards or access devices, including your Account number, that we give you or someone else with your authorization to get credit under this Agreement.

Cardholder refers to each person with a card issued in their name.

Cash Advance means the use of your Account to obtain funds at a financial institution or the use of a Convenience Check.

Convenience Check means a check we issue to you to take a Cash Advance. You may not use these checks to pay us or our affiliates.

Purchase means the use of the Account to obtain goods or services.

Prime Rate means the highest U.S. Prime Rate in the Money Rates section of The Wall Street Journal on the 25th day of the month, or the next day if that day is not a publication day. If The Wall Street Journal does not publish the U.S. Prime Rate, we may substitute another index.

we, us, our, and Credit One Bank refer to Credit One Bank, N.A., the issuer of your Card.

you, and your refer to each person who has applied for the Account and where appropriate, the Authorized User.

Features and Use of Your Account

Using Your Card: You may make Purchases wherever the Card is accepted. You may use the Account to obtain Cash Advances, but you may not make more than two Cash Advance transactions per day and you may not obtain more than \$200 in Cash Advances per day. You may use the Account only for personal, family, or household purposes, and if your Account is used for any other purpose you are still responsible for such use. You may not use the Account for business or commercial purposes. The Account may not be used for online or internet gambling or illegal purposes.

Your Credit Limit: We will tell you your credit limit. Keep your Account balance below your credit limit. If you do not, you must still pay us. We may designate part of your credit limit as a Cash Advance limit and part as a Balance Transfer limit. We may change your credit limit(s) at any time, without notice. You may use a portion of your credit limit for Cash Advances and Balance Transfers. Each Purchase, Cash Advance, and Balance Transfer obtained will reduce the amount of available credit under your credit limit until it is repaid. We may delay increasing your available credit by the amount of any payment that we receive for up to 12 calendar days.

Credit Limit Increase: To request a credit limit increase contact the Customer Service number on your statement. We may impose a fee for processing the request.

Credit Authorizations: We may decline to authorize a transaction for any reason. We will not be liable to you if we decline a transaction or if anyone refuses any use of your Card.

Automatic Billing: You may setup automatic billing with a merchant. You authorize us to provide an updated Account number or Card expiration date to any merchant at our discretion. Contact the merchant to stop automatic billing.

Joint Accounts: If this is a joint account, each of you is responsible individually and together for all amounts owed. Each of you is responsible even if the Account is used by only one of you. You will continue to be liable for the entire balance of the Account, even if your co-applicant is ordered by a court to pay us. You will remain liable to us if your co-applicant fails to pay as ordered by the court. Your Account status will continue to be reported to the credit reporting agencies under each of your names. The delivery of notices or billing statements to either of you serves as delivery to each of you. We may rely on instructions given by either of you. We are not liable to either of you for relying upon such instructions.

Electronic Access: Applications (apps) on electronic devices (such as mobile wallets) can store your Card and can be used to get credit under this Agreement. Such transactions are covered by this Agreement. Apps may have separate terms of use. We are not responsible if you violate those terms or for any consequences from violating those terms.

Additional Cardholder: At your request, we may, at our discretion, issue, in the name of another person, an additional Card on your Account. That person is an Additional Cardholder, as well as an Authorized User. An Additional Cardholder has access to certain Account information including balance, available credit and payment information. If you advise us that the Additional Cardholder is your spouse, information regarding the Account will be provided to consumer reporting agencies in your name as well as in the name of the Additional Cardholder. By requesting that we add an Additional Cardholder to your Account, you represent that you (1) have the consent of the Additional Cardholder to be added to the Account, (2) have provided a copy of this Agreement to the Additional Cardholder, and (3) if the Additional Cardholder is your spouse, you have told the Additional Cardholder that Credit One Bank will furnish credit information about them to the credit reporting agencies in connection with the Account. The Additional Cardholder may report the Card lost or stolen and may remove him or herself from the Account.

Interest Rates and Interest Changes

Annual Percentage Rates (APRs): See the Pricing Summary for your APRs. The APR for Balance Transfers will be the same as the APR for standard Purchases, unless a promotional rate applies.

Variable Rates: Your Pricing Summary indicates whether you have any variable APRs. Variable APRs are determined by adding to the Prime Rate the number of percentage points ("margin") specified in the Pricing Summary. Variable APRs will increase or decrease when the Prime Rate changes. The APR change will take effect beginning with billing cycles that end on or after the first day of the month after the month in which the Prime Rate changes. An increase in the APR will increase your interest charges and may increase your Minimum Payment Due.

Average Daily Balance Method (including new transactions): We calculate interest each billing cycle by first figuring the "average daily balance" for each type of balance. Standard Purchases, standard Cash Advances, standard Balance Transfers, and each promotional offer, are all types of balances.

For each type of balance, for each billing cycle, we start with the balance on the last day of your previous billing cycle. We subtract any unpaid interest. This is the beginning balance each day. Each day of the billing cycle we subtract any new payments and credits applied to that type of balance. We add any new transactions and fees for that type of balance. We add Purchases, Cash Advances, and Balance Transfers on the post date. We add

transaction fees on promotional rate and non-promotional rate Balance Transfers to the same type of balance as the transaction. We add all other fees to the standard Purchase balance. This gives us the daily balance for that type of balance, except that if the daily balance is negative, we treat it as zero. We then add up all of the daily balances and divide by the number of days in the billing cycle. This gives us the "average daily balance" for that type of balance. We multiply the average daily balance by the applicable monthly periodic rate (the APR divided by 12). This gives us the interest charged for that type of balance for that billing cycle. This interest is included in the Account balance on the last day of the billing cycle. The results for all types of balances are then added together to determine the total interest charged that billing cycle.

When Interest Begins: We begin to impose interest on a transaction or fee from the day we add it to the daily balance. We continue to impose interest until you pay the total amount you owe us. There is no grace period and you cannot avoid paying interest on Purchases, Balance Transfers or Cash Advances.

Fees

See the Pricing Summary for additional Fee information.

Annual Fee: If your Account is subject to an Annual Fee, the amount and when it is billed is shown on the Pricing Summary. The Annual Fee is billed to the Account until the Account is closed and the outstanding balance is paid in full. The Annual Fee is refundable as long as you cancel your Account and have not used your card for any Purchases, Cash Advances, or Balance Transfers and you have not made a payment.

Credit Limit Increase Fee: If a fee is imposed for processing a Credit Limit increase request, we will tell you the amount of the fee at the time of your request and before you agree to it.

Foreign Transaction Fee: We add this fee for each purchase made outside the U.S. (A purchase is made outside the U.S. unless it is made with a U.S. merchant, processed completely in the U.S., and in U.S. dollars.) The fee is a percentage of the U.S. dollar amount of the purchase.

Optional Express Payment Service Fee: If a representative of ours helps expedite your payment, we may impose an Express Payment fee. You will be informed of the amount of the fee before you complete the transaction.

Duplicate Statement Fee: If you request a duplicate copy of a monthly statement, for any purpose other than to assert a billing error, you will be charged a fee of up to \$10 for each statement copy requested.

Sales Slip Request Fee: If you request a copy of a sales slip, for any purpose other than to resolve a dispute about the charges on your Account, you will be charged a fee of \$6 for each sales slip copy requested.

Replacement Card Fee: If you request a replacement card, a Replacement Card Fee of up to \$25 may be charged to your Account.

Payments

Minimum Payment Due: See the Pricing Summary for the minimum payment requirements.

Small Balances: As it is uneconomical for both you and us to process payments or maintain credits that are \$1 or less in amount, you agree as follows: (1) In any billing cycle in which you have had no transactions and your New Balance on the billing date is \$1 or less, the balance will be rounded to zero and you will not receive a bill for this amount. (2) In the event that you have a credit balance of \$1 or less for two consecutive billing cycles, the balance will be rounded to zero and you will not receive a refund of this amount.

Payment Instructions: You must pay us in U.S. dollars, in funds on deposit in the U.S. We credit your payments in accordance with the terms contained on your billing statement. If you mail your payment to an address other than the address designated on your billing statement, there may be a delay in processing and crediting the payment to your Account.

Irregular Payments: Any payment submitted in offer of settlement of a disputed debt, including any item containing a notation such as "paid in full," and any other item with a restrictive endorsement, must be sent to: Credit One Bank, P.O. Box 95516, Las Vegas, NV 89193-5516. We can accept late payments, partial payments, and checks or other items with restrictive endorsements at any other address without losing any of our rights under this Agreement.

Postdated Checks: You agree that we need not examine any payment check to confirm that it is not postdated and that we may deposit any postdated check on the day we receive it.

Payment Allocation: We apply payments up to the Minimum Payment Due and credits at our discretion, which may result in balances at lower APRs being paid first and higher interest charges. Payments over the Minimum Payment Due will be applied to balances with higher APRs first.

Collecting, Sharing, and Updating Information

Customer Privacy: We send you our Privacy Policy when you open your Account and thereafter in accordance with applicable law. It summarizes the personal information we collect; how we safeguard its confidentiality and security; when it may be shared with others; and how you can limit our sharing of this information. You accept the terms of our Privacy Policy when you use the Account. Contact us or visit CreditOne.com if you would like a copy.

Information About You: You authorize us to obtain and/or use information about you from third parties and credit reporting agencies to: (1) verify your identity and/or conduct investigative inquiries; (2) determine your income and credit eligibility; (3) review your Account and provide renewal of credit; (4) verify your current credit standing in order to present future credit limit increases or decreases; (5) qualify you for and present additional lines of credit or other offers; and (6) collect amounts owing on your Account. Upon request, we will tell you the name and address of any credit reporting agency that provided us with information concerning you.

Furnishing Information: We may furnish information concerning your Account or credit file to consumer reporting agencies and others who may properly receive that information. If you believe that information we furnished is inaccurate or incomplete, please write us at Credit One Bank, P. O. Box 98873, Las Vegas, NV 89193-8873. Please include your name, address, home phone number and Account number.

Telephone Calls, Text Messages and Emails Regarding Your Account: You are providing express written permission and consent authorizing Credit One Bank and our agents, servicers, contractors, subsidiaries, affiliates, officers, and other partners and employees to contact you at any phone number (including mobile, cellular/wireless, or similar devices) or email address you provide at any time, for any lawful purpose. The ways in which we may contact you include live operator, automatic telephone dialing systems (auto-dialer), prerecorded and artificial voice message, text/SMS message or email. Phone numbers and email addresses you provide include those you give to us, those from which you, or someone acting on your behalf, contact us or which we obtain through other means. If you provide a phone number for which you are not the owner, you confirm you are authorized to provide that number. Such lawful purposes include, but are not limited to: obtaining information; activation of the card for verification and identification purposes; account transactions or servicing related matters; suspected fraud or identity theft; collection on the Account; and providing information about special products and services. You agree to pay any fee(s) or charge(s) that you may incur for incoming communications from us or outgoing communications to us, to or from any such number or email address, without reimbursement from us.

Communication Revocation: You may revoke your authorization for most communications. However, you cannot revoke authorization for fraud related communications or legally required communications. To change your communication preferences or to revoke consent you must write us. Please:

- include your name, mailing address, and the last four digits of your Account number;
- specify whether you are changing your preferences regarding mail, telephone calls, emails, and/or text or SMS messages;
- provide the specific phone number(s) and/or email address for which you are requesting communications to cease;
- send this written notice to: Credit One Bank, P.O. Box 98873, Las Vegas, NV 89193-8873.

Certain communication preferences can be changed on-line. Please log in to your Account to see if that option is available.

Telephone Monitoring: You agree that we (and our servicers, agents and contractors) may monitor and record any calls between you and us.

Updating Your Phone Number: Notify us immediately if you change mobile or cell phone numbers or plan to give your phone to someone else. It is your responsibility to provide us with a true, accurate and complete mobile number and to maintain and update promptly any changes in this information. You can update your mobile number by calling us at the phone number on the back of your Card.

Indemnification: If you provide telephone number(s) for which you are not the subscriber, or fail to notify us when you cease to be the subscriber for a telephone number you previously gave us, you agree to indemnify us, our subsidiaries, affiliates, officers, agents, servicers, contractors, and other partners and employees for any costs and expenses, including reasonable attorneys' fees, incurred as a result of us contacting or attempting to contact you at the number(s). Your obligation under this paragraph shall survive termination of the Agreement.

Account Closure

Default: You are in default under this Agreement if (1) bankruptcy or another insolvency proceeding is filed by or against you; (2) we reasonably believe you are unable or unwilling to repay us; (3) you die or are legally incompetent or incapacitated; (4) you fail to comply with the terms of this Agreement, including failing to make a required payment when due, exceeding your credit limit or using your Card or Account for an illegal transaction; (5) you give us misleading, false, incomplete or incorrect information or fail to give us any information we deem necessary; or (6) if you no longer permanently reside in one of the 50 states or the District of Columbia. If you are in default, we may declare the entire Account balance immediately due and payable without advance notice.

Collection Costs: If we use an attorney to collect your Account, we may charge you our legal costs as permitted by law. These include reasonable attorneys' fees, court or other collection costs, and fees and costs of any appeal.

Closing Your Account: You may close your Account at any time. You will remain responsible for any amount you owe us under this Agreement. Any joint Cardholder may cancel a joint Account. However, both of you will remain responsible for paying all amounts owed. If your Account is subject to an Annual Fee, the fee will continue to be charged until you pay your outstanding balance in full.

We may cancel, suspend or not renew your Card, Account, or access to the credit line at any time and for any reason without notice. If your Account is closed by us, the Annual Fee will continue to be charged until you pay your outstanding balance in full.

However, when your Account is closed, if there is: (1) a debit balance of \$1 or less, that balance will be rounded to zero and you will not be required to pay this amount; or (2) a credit balance of \$1 or less, that balance will be rounded to zero and this amount will not be refunded to you. The rounding to zero may occur after your closing statement cycles, and you may not receive a statement reflecting the rounding.

Arbitration Agreement

PLEASE READ CAREFULLY—IMPORTANT—AFFECTS YOUR LEGAL RIGHTS

This agreement to arbitrate provides that you or we can require controversies or disputes between us to be resolved by BINDING ARBITRATION. You have the right to REJECT this agreement to arbitrate by using the procedure explained below.

If you do not reject this agreement to arbitrate, you GIVE UP YOUR RIGHT TO GO TO COURT and controversies or disputes between us will be resolved by a NEUTRAL ARBITRATOR INSTEAD OF A JUDGE OR JURY, using rules that are simpler and more limited than in a court. Arbitrator decisions are subject to VERY LIMITED REVIEW BY A COURT. Arbitration will proceed INDIVIDUALLY—CLASS ACTIONS AND SIMILAR PROCEDURES WILL NOT BE AVAILABLE TO YOU.

Agreement to Arbitrate: You and we agree that either you or we may, without the other's consent, require that controversies or disputes between you and us (all of which are called "Claims"), be submitted to mandatory, binding arbitration. This agreement to arbitrate is made pursuant to a transaction involving interstate commerce, and shall be governed by, and enforceable under, the Federal Arbitration Act (the "FAA"), 9 U.S.C. §1 et seq., and (to the extent State law is applicable), the laws of the State of Nevada.

For purposes of this agreement to arbitrate, "you" includes you, any co-applicant, any Authorized User (including Additional Cardholders), or anyone else connected with you or claiming through you; and "we" or "us" includes Credit One Bank, N.A., all of its parents, subsidiaries, affiliates, successors, predecessors, employees, and related persons or entities, and all third parties who are regarded as agents or representatives of us in connection with the subject matter of the claim or dispute at issue.

Covered Claims: Claims subject to arbitration include, but are not limited to, any controversies or disputes arising from or relating in any way to your Account; any transactions involving your Account; any disclosures made to you concerning your Account; any interest, charges, or fees assessed on your Account; any service(s) or programs related to your Account; and, if permitted by the rules of the arbitration forum, any collection of debt related to your Account. Claims also include controversies or disputes arising from or relating in any way to advertising, solicitations, or any application for, approval of, or establishment of your Account. Claims subject to arbitration include any controversies or disputes based on any theory of law, whether contract, tort, statute, regulation, common law, or equity, or whether they seek legal or equitable remedies. All Claims are subject to arbitration whether they arose in the past, may currently exist, or may arise in the future. Arbitration will apply even if your Account is closed, you pay us in full any outstanding debt you owe, or you file for bankruptcy. Also, controversies or disputes about the validity, enforceability, coverage, meaning, or scope of this agreement to arbitrate or any part thereof are subject to arbitration and are for the arbitrator to decide. Any questions about what Claims are subject to arbitration shall be resolved by interpreting this agreement to arbitrate in the broadest way the law will allow it to be enforced.

Claims Not Covered: Claims (whether brought initially or by counter or cross-claim) are not subject to arbitration if they are filed by you or us in a small claims court, so long as the case remains in such court and only individual claims for relief are advanced in the case.

No Class Arbitration or Consolidation or Joinder of Parties: Class actions and other similar procedures in which individuals seek to represent similarly situated individuals or seek relief on behalf of the general public, and consolidation or joinder of Claims (except for claimants on the same account), are NOT available under this agreement to arbitrate. Claims in arbitration will proceed on an INDIVIDUAL basis only:

UNLESS YOU REJECT THIS AGREEMENT TO ARBITRATE, YOU AND WE WAIVE THE RIGHT TO ASSERT OR PARTICIPATE IN A CLASS ACTION OR ANY REPRESENTATIVE OR CONSOLIDATED PROCEEDING IN COURT OR IN ARBITRATION.

The arbitrator shall have no authority to entertain any Claim as a class action or private attorney general action or on any other similar representative basis, nor shall the arbitrator have any authority to consolidate or join Claims brought by separate claimants (except for claimants on the same account). This also means that the arbitrator shall have no authority to make any award for the benefit of, or against, any person other than the individual who is the named party.[†]

†Notice to California Account Holders: This agreement to arbitrate shall not be construed to prevent you from seeking in the arbitration the remedy of public injunctive relief if (a) you reside in California, (b) you resided in California at the time you entered into this agreement to arbitrate, or (iii) the billing address for your Account is a California address (hereafter, "California Account Holder").

Initiation of Arbitration: The arbitration shall be administered by the American Arbitration Association ("AAA") before a single arbitrator under the AAA's Consumer Arbitration Rules, or by a mutually agreeable administrator, before a single arbitrator, as modified by this arbitration provision. Information about the arbitration process for AAA can be obtained from the AAA at www.adr.org. The arbitrator shall be selected from the AAA (or mutually agreeable administrator) panel of neutrals then active on the roster maintained by the AAA (or mutually agreeable administrator) office located in the city of or nearest to your billing address and, unless otherwise mutually agreed, the arbitrator shall be a retired federal judge, a retired state appellate judge, a retired state trial judge, or a lawyer with at least 15 years of experience in that order of preference.

In the event that the AAA or mutually agreeable administrator is unable or unwilling to handle the Claim for any reason, then the matter shall be arbitrated instead by a neutral arbitrator selected by agreement of the parties (or, if the parties cannot agree, selected by a court in accordance with the FAA).

Arbitration Procedures and Applicable Law; Offer of Settlement: Unlike a lawsuit in state or federal court, arbitration is conducted by a private organization that specializes in alternative dispute resolution. Disputes in arbitration are decided by a neutral arbitrator instead of a judge or jury. You may represent yourself in arbitration, or you may be represented by a lawyer.

Under this agreement to arbitrate, a single arbitrator designated by the arbitration administrator will decide the Claim under applicable law. The arbitrator is bound by the terms of this agreement to arbitrate. The AAA or mutually agreeable administrator will apply its code of procedures in effect at the time the arbitration claim is filed. If there is a conflict between that code of procedures and this arbitration provision and/or any sections of this Card Agreement, this arbitration provision and/or this Card Agreement will control. The arbitrator will honor all claims of privilege recognized by law. Subject to the prohibition on class, representative, and consolidation procedures set forth above, the arbitrator will have the power to award to a party any damages or other relief (including relief in equity) provided for under applicable law. That is, a party will be entitled to recover in arbitration any damages or other relief that it could recover if it prevailed in a court proceeding. An arbitrator's award shall consist of a written statement setting forth the disposition of each Claim. At the request of any party, the arbitrator shall also set forth a written explanation of the essential findings and conclusions on which the award is based. An arbitration award shall decide the rights and obligations only of the parties named in the arbitration, and shall not have any bearing on another person or dispute.

If your Claim is for \$10,000 or less, you may choose whether the arbitration will be conducted solely on the basis of documents, in a telephonic hearing, or in an in-person hearing.

Any in-person hearing will take place in the federal judicial district that includes your billing address at the time the Claim is filed, unless the parties agree to a different place.

The Arbitrator's Decision: The arbitrator's decision will be final and binding on the parties. A party can file a written appeal to the arbitration administrator within thirty (30) days after an award is issued. The appeal will proceed before a panel of three neutral arbitrators designated by the same arbitration administrator. The panel will decide anew all factual and legal issues, following the same rules of procedure, by majority vote any aspect of the original decision objected to. The costs of such an appeal will be borne in accordance with the below paragraph entitled "Fees and Costs". Any review by a court shall be governed by the Federal Arbitration Act. Any final arbitration award will be binding on the named parties and enforceable by any court having jurisdiction.

Fees and Costs: We will pay any costs that are required to be paid by us under the arbitration administrator's rules of procedure. If you file the arbitration, you will pay your share of the initial filing fee, unless you seek and qualify for a fee waiver under the applicable rules of the arbitration administrator. The party filing an appeal shall be responsible for all filing fees and costs of the appeal unless prohibited by administrator's rules of procedure. All parties are responsible for their own attorney's fees, expert fees and any other expenses, unless the arbitrator awards such fees or expenses to you or us if allowed by applicable law.

Other Parties Subject to this Agreement to Arbitrate: In addition to you and us, the rights and duties described in this agreement to arbitrate apply to: any third party co-defendant of a claim subject to this arbitration provision; all joint account holders, Additional Cardholders, and Authorized Users of your Account(s).

How to REJECT this Agreement to Arbitrate: You can reject this agreement to arbitrate but only if we receive from you a written notice of rejection within 45 days after it was first provided to you. To reject this agreement to arbitrate you must send the notice of rejection to: Credit One Bank, Attention: Arbitration Opt Out, P. O. Box 98873, Las Vegas, NV 89193-8873. Rejection notices sent to any other address will not be accepted or effective. If you decide to reject this agreement to arbitrate in writing, your notice must state that you reject this agreement to arbitrate and include your name, address, account number, and personal signature. Rejection of arbitration will not affect your other rights or responsibilities under this Card Agreement.

Survival, Severability, and Amendment of Terms:

Survival. This agreement to arbitrate shall survive changes in the Agreement and termination of the Account or the relationship between you and us, including the bankruptcy of any party and any transfer or sale of your Account, or amounts owed on your Account, to another person or entity.

Severability. If any part or parts of your agreement to arbitrate are declared unenforceable, then such specific part or parts shall be of no force or effect and shall be severed, but the remainder of this agreement to arbitrate shall continue in full force and effect. If, however, the entire agreement to arbitrate or your waiver of the right to bring or participate in a class or representative action or in consolidation procedures is unenforceable, then the agreement to arbitrate shall be of no force or effect. Notwithstanding the preceding sentence, with respect to California Account Holders, if arbitration is unenforceable, in whole or in part, you and we agree to resolve any Claim by a judicial reference proceeding as described above.

Amendment in Writing Only. This agreement to arbitrate may not be amended, severed, or waived, except as expressly provided in the Agreement or in a written agreement between you and us.

Other Information

Transactions in Foreign Currencies: If you make a transaction at a merchant that settles in a currency other than U.S. dollars, Mastercard International Incorporated or Visa Incorporated will convert that charge into a U.S. Dollar amount. That conversion will be done at a rate selected by Mastercard or Visa from the range of rates available in wholesale currency markets for the applicable central processing date, which rate may vary from the rate Mastercard or Visa itself receives, or the government-mandated rate in effect for the applicable central processing date. The currency conversion rate used on the processing date may differ from the rate that would have been used on the purchase date or on the date the transaction is posted to your Account. You agree to pay the converted amount, including any charges for the conversion that may be imposed as described above.

Changes to Your Agreement: The rates, fees and terms of this Agreement may change and we may add or delete any term to this Agreement consistent with applicable law. We will give you advance written notice of these changes and a right to reject the change, if required by law.

Unauthorized Use: Notify us immediately if your Card is lost or stolen or you suspect that someone is using your Card or Account without your permission.

Assignment: We may assign any or all of our rights and obligations under this Agreement. You may not assign any of your rights or obligations under this Agreement.

No Waiver: We will not lose our rights under this Agreement because we delay or do not enforce them.

Governing Law: This Agreement is governed by and interpreted in accordance with the laws applicable to national banks, and, where no such laws apply, by the laws of the State of Nevada, excluding the conflicts of law provisions thereof, regardless of your state of residence.

Conformance with Law; Severability: If any part of this Agreement conflicts with applicable law, that provision will be considered modified to conform to applicable law. If any part of this Agreement is invalid, the rest shall remain in effect, except as otherwise noted in the Arbitration Provision.

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 the Billing Inquiries address on the statement.

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 \$50.00 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 \$50.00. (Note: Neither of these are necessary if your purchase was based on an advertisement we mailed to you, or if we own or operate 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 the Billing Inquiries address shown on your statement.

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

Cash Back Rewards Program Supplement

This Supplement describes the terms and conditions of the Credit One Cash Back Rewards Program ("Program") and supplements the Card Agreement that governs your credit card account issued by Credit One Bank, N.A. (the "Account"). By using the Account, you agree to participate in the Program. Your participation is subject to the terms of the Card Agreement, including the arbitration provision, if applicable, and this Supplement. In the event of a conflict between the Card Agreement and this Supplement, with respect to matters relating to the Program, this Supplement controls.

Earning Cash Back Rewards: You earn cash back rewards in the form of an automatic statement credit equal to 1% of Net Eligible Purchases (as defined below) made with your Account. You do not earn cash back rewards on Cash Advances, Balance Transfers, interest, fees, and other charges. We will post a statement credit to your Account within seven days after the end of the month based on the Net Eligible Purchases made with your Account from the 27th of the previous month to the 26th of the current month. If your Account is in default, as defined in your Card Agreement, at the time the credit is to be posted, you WILL NOT receive the credit. Cash back rewards have no cash value.

Merchant Categories: Merchants who accept Visa/Mastercard credit cards are assigned a merchant code, which is determined by the merchant or its processor in accordance with Visa/Mastercard procedures based on the kinds of products and services they primarily sell. We group similar merchant codes into Eligible Purchase categories for purposes of making cash back rewards offers to you. Please note:

- We make every effort to include all relevant merchant codes in our cash back rewards categories. However, even though a merchant or some of the items that it sells may appear to fit within a cash back rewards category, the merchant may not have a merchant code in that

category. When this occurs, Purchases with that merchant won't qualify for cash back rewards offers on Purchases in that category.

- Although a merchant or the items that it sells may appear to fit the reward categories, the merchant may not have or use an eligible Code. Purchases made without an eligible code WILL NOT qualify for cash back rewards. A merchant with more than one location may submit Purchases using different codes, including codes that are not eligible under this Program. This means that Purchases from the same merchant at a different location may result in no reward.
- Purchases submitted by you, an authorized user, or the merchant through third-party payment accounts, mobile or wireless card readers, online or mobile digital wallets, or similar technology will not qualify in a cash back rewards category if the technology is not set up to process the purchase in that cash back rewards category.

Eligible Purchases: Eligible Purchases are Purchases from merchants in the following categories:

- gasoline,
- grocery (grocery Purchases do not include Purchases at superstores, at stores that sell groceries and other products like drugstores and convenience stores; or at smaller stores like bakeries, candy, nut or confection stores),
- mobile phone service, and
- internet, cable and satellite TV service.

Purchases That Are Not Eligible: Purchases from the following types of merchants are not eligible for cash back rewards:

- oil, propane, home heating companies,
- PayPal,
- warehouse clubs (including but not limited to Sam's Club and Costco),
- discount supercenters (including but not limited to Wal-Mart and Target).

Net Eligible Purchases: Net Eligible Purchases are Eligible Purchases minus any returns, disputed charges, unauthorized charges, illegal or fraudulent charges or other credits for such Purchases.

Program Restrictions: You will receive an automatic cash back rewards credit on each statement that has at least one Net Eligible Purchase. Automatic statement credits for cash back rewards will reduce the balance on your Account but will not count as payments. You will still be required to pay at least the Minimum Payment Due as shown on your billing statement each month. You WILL NOT earn cash back rewards for Purchases made while your Account is in default as defined within your Card Agreement. This Program excludes Accounts already enrolled in a different Credit One cash back rewards program.

Changes: The Program may be changed (added to, modified or deleted) by us at any time, including without limitation amendments to the definition of Eligible Purchases. We will give you prior notice to the extent required by law. The current version of this Program may be found at www.CreditOneBank.com along with the Card Agreement. Any revisions may affect your ability to earn cash back rewards.

Termination: We may suspend or terminate the Program or your participation in the Program at any time without prior notice. In such event, we will evaluate your Account for any eligible cash back rewards as of the Program termination date. Provided that you meet all of the other Program Restrictions listed above at that time, you will receive a distribution of the cash back rewards earned during the current billing period in the form of a statement credit.

Limited Liability: Unless otherwise required by law, this Program, or our Card Agreement with you, we will not be liable to you or anyone making a claim on your behalf, in connection with: (1) any change or termination of the Program; (2) any loss, damage, expense or inconvenience caused by any occurrence outside of our control; (3) any taxes that you incur as a result of receiving cash back rewards, payment of which taxes will be your responsibility; (4) any merchandise or services you purchase, or for any direct, indirect or consequential damages with respect to the use of your Account. In any event, any liability that Credit One may have to you in connection with the Program shall be limited to the amount of any cash back rewards you have earned in this Program. The Program and cash back rewards are void or limited where prohibited or restricted, respectively, by federal, state or local law.

Pricing Summary

Interest Rates and Interest Charges	
ANNUAL PERCENTAGE RATE (APR) for Purchases	23.99% This APR will vary with the market based on the Prime Rate.
APR for Balance Transfers	23.99% This APR will vary with the market based on the Prime Rate.
APR for Cash Advances	23.99% This APR will vary with the market based on the Prime Rate.
Paying Interest	Your due date is at least 24 days after the close of each billing cycle. We will not charge you any interest on Purchases if you pay your entire balance by the due date each month. We will begin charging interest on Cash Advances and Balance Transfers from the posting date.
Minimum Interest Charge	If you are charged interest, the charge will be no less than \$1.00.
For Credit Card Tips from the Consumer Financial Protection Bureau	To learn more about factors to consider when applying for or using a credit card, visit the website of the Consumer Financial Protection Bureau at http:// www.consumerfinance.gov/learnmore .
Fees	
Annual Fee	\$39
Transaction Fees <ul style="list-style-type: none"> • Balance Transfer • Cash Advance • Foreign Transaction 	Either \$5 or 8% of the amount of each Balance Transfer, whichever is greater. Either \$5 or 8% of the amount of each Cash Advance, whichever is greater. Either \$1 or 3% of the amount of each purchase in U.S. dollars, whichever is greater.
Penalty Fees <ul style="list-style-type: none"> • Late Payment • Returned Payment 	Up to \$39* Up to \$39**

How We Will Calculate Your Balance: We use a method called "average daily balance (including new Purchases)." See your Card Agreement for more details.

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

***Late Payment Fee:** We will charge the maximum safe harbor amount, which is set annually in accordance with 12 C.F.R 1026.52(b)(1)(ii)(D). Currently the fee is \$29, unless you incurred a Late Payment Fee during the prior six billing cycles. If you did, the fee is currently \$39. This fee will not exceed

the related Minimum Payment that was due. We charge a Late Payment Fee to your Account if at least the Amount Due This Period (less any Late Payment Fee for the current billing cycle) plus any Past Due Amount is not received by 5:00 p.m. PT on the Payment Due Date shown on your statement.

****Returned Payment Fee:** We will charge the maximum safe harbor amount, which is set annually in accordance with 12 C.F.R 1026.52(b)(1)(ii)(D). If a payment is not honored upon first presentment, even if the payment is later honored, a Returned Payment Fee will be charged to your Account. Currently, the fee is \$29, unless you incurred a Returned Payment Fee in the prior six billing cycles. If you did, the fee is currently \$39. This fee will not exceed the related Minimum Payment that was due.

Additional Rate Information: The Purchase, Balance Transfer and Cash Advance APR equals the Prime Rate plus a margin of 20.74%. This corresponds to a monthly periodic rate of 1.99917%.

Minimum Payments: You may pay the entire New Balance shown on your billing statement at any time. Each billing period you must pay at least the Minimum Payment Due by the Payment Due Date shown on your billing statement. The Minimum Payment Due will be the sum of:

- 5% of your outstanding balance, rounded up to the next whole dollar, or \$30, whichever is greater;
- any Late Payment Fee for the current billing cycle;
- and any Past Due Amount (excluding any past due Late Payment Fees).

The Agreement

This Agreement, together with the Pricing Summary, is your contract with us.

Accepting this Agreement: You accept this Agreement when you use the Account. You may still reject this Agreement if you have not yet used the Card, used the Account, or paid a fee after receiving a billing statement. To reject the Agreement, call us at 866-515-5721 or write us at Bank Card Center, P.O. Box 95516, Las Vegas, NV 89193-5516. If you reject the Agreement, you are not responsible for any fees or charges.

Arbitration: This Agreement includes an Arbitration Provision with class action and jury trial waivers. You can reject the Arbitration Provision. See "How to REJECT this agreement to arbitrate" in the Arbitration section. If you do not, it will be part of this Agreement.

Promise to Pay: You agree to pay us for all amounts due on your Account, including credit for Purchases, Balance Transfers, and Cash Advances, as well as interest charges and fees. This includes charges made by Additional Cardholders and other Authorized Users.

Definitions

Account means the Credit One Bank card account under this Agreement.

Authorized User means any person you allow to use your Account or Card, including Additional Cardholders. If the Authorized User has been issued a Card and you want to terminate the Authorized User, you must notify us by telephone or in writing.

Balance Transfer means a transaction we designate that allows you to use your Account to pay another creditor or yourself. Balance Transfers cannot be used to pay us or our affiliates. A Balance Transfer will be subject to the terms of the Balance Transfer offer and this Agreement.

Card refers to one or more cards or access devices, including your Account number, that we give you or someone else with your authorization to get credit under this Agreement.

Cardholder refers to each person with a card issued in their name.

Cash Advance means the use of your Account to obtain funds at a financial institution or the use of a Convenience Check.

Convenience Check means a check we issue to you to take a Cash Advance. You may not use these checks to pay us or our affiliates.

Purchase means the use of the Account to obtain goods or services.

Prime Rate means the highest U.S. Prime Rate in the Money Rates section of The Wall Street Journal on the 25th day of the month, or the next day if that day is not a publication day. If The Wall Street Journal does not publish the U.S. Prime Rate, we may substitute another index.

we, us, our, and Credit One Bank refer to Credit One Bank, N.A., the issuer of your Card.

you, and **your** refer to each person who has applied for the Account and where appropriate, the Authorized User.

Features and Use of Your Account

Using Your Card: You may make Purchases wherever the Card is accepted. You may use the Account to obtain Cash Advances, but you may not make more than two Cash Advance transactions per day and you may not obtain more than \$200 in Cash Advances per day. You may use the Account only for personal, family, or household purposes, and if your Account is used for any other purpose you are still responsible for such use. You may not use the Account for business or commercial purposes. The Account may not be used for online or internet gambling or illegal purposes.

Your Credit Limit: We will tell you your credit limit. Keep your Account balance below your credit limit. If you do not, you must still pay us. We may designate part of your credit limit as a Cash Advance limit and part as a Balance Transfer limit. We may change your credit limit(s) at any time, without notice. You may use a portion of your credit limit for Cash Advances and Balance Transfers. Each Purchase, Cash Advance, and Balance Transfer obtained will reduce the amount of available credit under your credit limit until it is repaid. We may delay increasing your available credit by the amount of any payment that we receive for up to 12 calendar days.

Credit Limit Increase: To request a credit limit increase contact the Customer Service number on your statement. We may impose a fee for processing the request.

Credit Authorizations: We may decline to authorize a transaction for any reason. We will not be liable to you if we decline a transaction or if anyone refuses any use of your Card.

Automatic Billing: You may setup automatic billing with a merchant. You authorize us to provide an updated Account number or Card expiration date to any merchant at our discretion. Contact the merchant to stop automatic billing.

Joint Accounts: If this is a joint account, each of you is responsible individually and together for all amounts owed. Each of you is responsible even if the Account is used by only one of you. You will continue to be liable for the entire balance of the Account, even if your co-applicant is ordered by a court to pay us. You will remain liable to us if your co-applicant fails to pay as ordered by the court. Your Account status will continue to be reported to the credit reporting agencies under each of your names. The delivery of notices or billing statements to either of you serves as delivery to each of you. We may rely on instructions given by either of you. We are not liable to either of you for relying upon such instructions.

Electronic Access: Applications (apps) on electronic devices (such as mobile wallets) can store your Card and can be used to get credit under this Agreement. Such transactions are covered by this Agreement. Apps may have separate terms of use. We are not responsible if you violate those terms or for any consequences from violating those terms.

Additional Cardholder: At your request, we may, at our discretion, issue, in the name of another person, an additional Card on your Account. That person is an Additional Cardholder, as well as an Authorized User. An Additional Cardholder has access to certain Account information including balance, available credit and payment information. If you advise us that the Additional Cardholder is your spouse, information regarding the Account will be provided to consumer reporting agencies in your name as well as in the name of the Additional Cardholder. By requesting that we add an Additional Cardholder to your Account, you represent that you (1) have the consent of the Additional Cardholder to be added to the Account, (2) have provided a copy of this Agreement to the Additional Cardholder, and (3) if the Additional Cardholder is your spouse, you have told the Additional Cardholder that Credit One Bank will furnish credit information about them to the credit reporting agencies in connection with the Account. The Additional Cardholder may report the Card lost or stolen and may remove him or herself from the Account.

Interest Rates and Interest Changes

Annual Percentage Rates (APRs): See the Pricing Summary for your APRs. The APR for Balance Transfers will be the same as the APR for standard Purchases, unless a promotional rate applies.

Variable Rates: Your Pricing Summary indicates whether you have any variable APRs. Variable APRs are determined by adding to the Prime Rate the number of percentage points ("margin") specified in the Pricing Summary. Variable APRs will increase or decrease when the Prime Rate changes. The APR change will take effect beginning with billing cycles that end on or after the first day of the month after the month in which the Prime Rate changes. An increase in the APR will increase your interest charges and may increase your Minimum Payment Due.

Average Daily Balance Method (including new transactions): We calculate interest each billing cycle by first figuring the "average daily balance" for each type of balance. Standard Purchases, standard Cash Advances, standard Balance Transfers, and each promotional offer, are all types of balances.

For each type of balance, for each billing cycle, we start with the balance on the last day of your previous billing cycle. We subtract any unpaid interest. This is the beginning balance each day. Each day of the billing cycle we subtract any new payments and credits applied to that type of balance. We add any new transactions and fees for that type of balance. We add Purchases, Cash Advances, and Balance Transfers on the post date. We add transaction fees on promotional rate and non-promotional rate Balance Transfers to the same type of balance as the transaction. We add all other fees to the standard Purchase balance. This gives us the daily balance for that type of balance, except that if the daily balance is negative, we treat it as zero. We then add up all of the daily balances and divide by the number of days in the billing cycle. This gives us the "average daily balance" for that type of balance. We multiply the average daily balance by the applicable monthly periodic rate (the APR divided by 12). This gives us the interest charged for that type of balance for that billing cycle. This interest is included in the Account balance on the last day of the billing cycle. The results for all types of balances are then added together to determine the total interest charged that billing cycle.

When Interest Begins: We begin to impose interest on a transaction or fee from the day we add it to the daily balance. We continue to impose interest until you pay the total amount you owe us. You can avoid paying interest on Purchases as described below. However, you cannot avoid paying interest on Balance Transfers or Cash Advances.

How to Avoid Paying Interest on Purchases ("Grace Period"): If you pay the New Balance on your billing statement by the Payment Due Date shown on that billing statement, we will not impose interest on new Purchases paid by the Payment Due Date on your current billing statement. The Payment Due Date will be at least 24 days after the close of the billing cycle. If you have been paying your Account balance in full and thereby avoiding interest on Purchases, but then do not pay the next New Statement Balance in full by the Payment Due Date, in that billing cycle we will start charging interest on the unpaid portion of your balance.

Fees

See the Pricing Summary for additional Fee information.

Annual Fee: If your Account is subject to an Annual Fee, the amount and when it is billed is shown on the Pricing Summary. The Annual Fee is billed to the Account until the Account is closed and the outstanding balance is paid in full. The Annual Fee is refundable as long as you cancel your Account and have not used your card for any Purchases, Cash Advances, or Balance Transfers and you have not made a payment.

Credit Limit Increase Fee: If a fee is imposed for processing a Credit Limit increase request, we will tell you the amount of the fee at the time of your request and before you agree to it.

Foreign Transaction Fee: We add this fee for each purchase made outside the U.S. (A purchase is made outside the U.S. unless it is made with a U.S. merchant, processed completely in the U.S., and in U.S. dollars.) The fee is a percentage of the U.S. dollar amount of the purchase.

Optional Express Payment Service Fee: If a representative of ours helps expedite your payment, we may impose an Express Payment fee. You will be informed of the amount of the fee before you complete the transaction.

Duplicate Statement Fee: If you request a duplicate copy of a monthly statement, for any purpose other than to assert a billing error, you will be charged a fee of up to \$10 for each statement copy requested.

Sales Slip Request Fee: If you request a copy of a sales slip, for any purpose other than to resolve a dispute about the charges on your Account, you will be charged a fee of \$6 for each sales slip copy requested.

Replacement Card Fee: If you request a replacement card, a Replacement Card Fee of up to \$25 may be charged to your Account.

Payments

Minimum Payment Due: See the Pricing Summary for the minimum payment requirements.

Small Balances: As it is uneconomical for both you and us to process payments or maintain credits that are \$1 or less in amount, you agree as follows: (1) In any billing cycle in which you have had no transactions and your New Balance on the billing date is \$1 or less, the balance will be rounded to zero and you will not receive a bill for this amount. (2) In the event that you have a credit balance of \$1 or less for two consecutive billing cycles, the balance will be rounded to zero and you will not receive a refund of this amount.

Payment Instructions: You must pay us in U.S. dollars, in funds on deposit in the U.S. We credit your payments in accordance with the terms contained on your billing statement. If you mail your payment to an address other than the address designated on your billing statement, there may be a delay in processing and crediting the payment to your Account.

Irregular Payments: Any payment submitted in offer of settlement of a disputed debt, including any item containing a notation such as "paid in full," and any other item with a restrictive endorsement, must be sent to: CreditOne Bank, P.O. Box 95516, Las Vegas, NV 89193-5516. We can accept late payments, partial payments, and checks or other items with restrictive endorsements at any other address without losing any of our rights under this Agreement.

Postdated Checks: You agree that we need not examine any payment check to confirm that it is not postdated and that we may deposit any postdated check on the day we receive it.

Payment Allocation: We apply payments up to the Minimum Payment Due and credits at our discretion, which may result in balances at lower APRs being paid first and higher interest charges. Payments over the Minimum Payment Due will be applied to balances with higher APRs first.

Collecting, Sharing, and Updating Information

Customer Privacy: We send you our Privacy Policy when you open your Account and thereafter in accordance with applicable law. It summarizes the personal information we collect; how we safeguard its confidentiality and security; when it may be shared with others; and how you can limit our sharing of this information. You accept the terms of our Privacy Policy when you use the Account. Contact us or visit CreditOne.com if you would like a copy.

Information About You: You authorize us to obtain and/or use information about you from third parties and credit reporting agencies to: (1) verify your identity and/or conduct investigative inquiries; (2) determine your income and credit eligibility; (3) review your Account and provide renewal of credit; (4) verify your current credit standing in order to present future credit limit increases or decreases; (5) qualify you for and present additional lines of credit or other offers; and (6) collect amounts owing on your Account. Upon request, we will tell you the name and address of any credit reporting agency that provided us with information concerning you.

Furnishing Information: We may furnish information concerning your Account or credit file to consumer reporting agencies and others who may properly receive that information. If you believe that information we furnished is inaccurate or incomplete, please write us at Credit One Bank, P. O. Box 98873, Las Vegas, NV 89193-8873. Please include your name, address, home phone number and Account number.

Telephone Calls, Text Messages and Emails Regarding Your Account: You are providing express written permission and consent authorizing Credit One Bank and our agents, servicers, contractors, subsidiaries, affiliates, officers, and other partners and employees to contact you at any phone number (including mobile, cellular/wireless, or similar devices) or email address you provide at any time, for any lawful purpose. The ways in which we may contact you include live operator, automatic telephone dialing systems (auto-dialer), prerecorded and artificial voice message, text/SMS message or email. Phone numbers and email addresses you provide include those you give to us, those from which you, or someone acting on your behalf, contact us or which we obtain through other means. If you provide a phone number for which you are not the owner, you confirm you are authorized to provide that number. Such lawful purposes include, but are not limited to: obtaining information; activation of the card for verification and identification purposes; account transactions or servicing related matters; suspected fraud or identity theft; collection on the Account; and providing information about special products and services. You agree to pay any fee(s) or charge(s) that you may incur for incoming communications from us or outgoing communications to us, to or from any such number or email address, without reimbursement from us.

Communication Revocation: You may revoke your authorization for most communications. However, you cannot revoke authorization for fraud related communications or legally required communications. To change your communication preferences or to revoke consent you must write us. Please:

- include your name, mailing address, and the last four digits of your Account number;
- specify whether you are changing your preferences regarding mail, telephone calls, emails, and/or text or SMS messages;
- provide the specific phone number(s) and/or email address for which you are requesting communications to cease;
- send this written notice to: Credit One Bank, P.O. Box 98873, Las Vegas, NV 89193-8873.

Certain communication preferences can be changed on-line. Please log in to your Account to see if that option is available.

Telephone Monitoring: You agree that we (and our servicers, agents and contractors) may monitor and record any calls between you and us.

Updating Your Phone Number: Notify us immediately if you change mobile or cell phone numbers or plan to give your phone to someone else. It is your responsibility to provide us with a true, accurate and complete mobile number and to maintain and update promptly any changes in this information. You can update your mobile number by calling us at the phone number on the back of your Card.

Indemnification: If you provide telephone number(s) for which you are not the subscriber, or fail to notify us when you cease to be the subscriber for a telephone number you previously gave us, you agree to indemnify us, our subsidiaries, affiliates, officers, agents, servicers, contractors, and other

partners and employees for any costs and expenses, including reasonable attorneys' fees, incurred as a result of us contacting or attempting to contact you at the number(s). Your obligation under this paragraph shall survive termination of the Agreement.

Account Closure

Default: You are in default under this Agreement if (1) bankruptcy or another insolvency proceeding is filed by or against you; (2) we reasonably believe you are unable or unwilling to repay us; (3) you die or are legally incompetent or incapacitated; (4) you fail to comply with the terms of this Agreement, including failing to make a required payment when due, exceeding your credit limit or using your Card or Account for an illegal transaction; (5) you give us misleading, false, incomplete or incorrect information or fail to give us any information we deem necessary; or (6) if you no longer permanently reside in one of the 50 states or the District of Columbia. If you are in default, we may declare the entire Account balance immediately due and payable without advance notice.

Collection Costs: If we use an attorney to collect your Account, we may charge you our legal costs as permitted by law. These include reasonable attorneys' fees, court or other collection costs, and fees and costs of any appeal.

Closing Your Account: You may close your Account at any time. You will remain responsible for any amount you owe us under this Agreement. Any joint Cardholder may cancel a joint Account. However, both of you will remain responsible for paying all amounts owed. If your Account is subject to an Annual Fee, the fee will continue to be charged until you pay your outstanding balance in full.

We may cancel, suspend or not renew your Card, Account, or access to the credit line at any time and for any reason without notice. If your Account is closed by us, the Annual Fee will continue to be charged until you pay your outstanding balance in full.

However, when your Account is closed, if there is: (1) a debit balance of \$1 or less, that balance will be rounded to zero and you will not be required to pay this amount; or (2) a credit balance of \$1 or less, that balance will be rounded to zero and this amount will not be refunded to you. The rounding to zero may occur after your closing statement cycles, and you may not receive a statement reflecting the rounding.

Arbitration Agreement

PLEASE READ CAREFULLY—IMPORTANT—AFFECTS YOUR LEGAL RIGHTS

This agreement to arbitrate provides that you or we can require controversies or disputes between us to be resolved by BINDING ARBITRATION. You have the right to REJECT this agreement to arbitrate by using the procedure explained below.

If you do not reject this agreement to arbitrate, you GIVE UP YOUR RIGHT TO GO TO COURT and controversies or disputes between us will be resolved by a NEUTRAL ARBITRATOR INSTEAD OF A JUDGE OR JURY, using rules that are simpler and more limited than in a court. Arbitrator decisions are subject to VERY LIMITED REVIEW BY A COURT. Arbitration will proceed INDIVIDUALLY— CLASS ACTIONS AND SIMILAR PROCEDURES WILL NOT BE AVAILABLE TO YOU.

Agreement to Arbitrate: You and we agree that either you or we may, without the other's consent, require that controversies or disputes between you and us (all of which are called "Claims"), be submitted to mandatory, binding arbitration. This agreement to arbitrate is made pursuant to a transaction involving interstate commerce, and shall be governed by, and enforceable under, the Federal Arbitration Act (the "FAA"), 9 U.S.C. §1 et seq., and (to the extent State law is applicable), the laws of the State of Nevada.

For purposes of this agreement to arbitrate, "you" includes you, any co-applicant, any Authorized User (including Additional Cardholders), or anyone else connected with you or claiming through you; and "we" or "us" includes Credit One Bank, N.A., all of its parents, subsidiaries, affiliates, successors, predecessors, employees, and related persons or entities, and all third parties who are regarded as agents or representatives of us in connection with the subject matter of the claim or dispute at issue.

Covered Claims: Claims subject to arbitration include, but are not limited to, any controversies or disputes arising from or relating in any way to your Account; any transactions involving your Account; any disclosures made to you concerning your Account; any interest, charges, or fees assessed on your Account; any service(s) or programs related to your Account; and, if permitted by the rules of the arbitration forum, any collection of debt related to your Account. Claims also include controversies or disputes arising from or relating in any way to advertising, solicitations, or any application for, approval of, or establishment of your Account. Claims subject to arbitration include any controversies or disputes based on any theory of law, whether contract, tort, statute, regulation, common law, or equity, or whether they seek legal or equitable remedies. All Claims are subject to arbitration whether they arose in the past, may currently exist, or may arise in the future. Arbitration will apply even if your Account is closed, you pay us in full any outstanding debt you owe, or you file for bankruptcy. Also, controversies or disputes about the validity, enforceability, coverage, meaning, or scope of this agreement to arbitrate or any part thereof are subject to arbitration and are for the arbitrator to decide. Any questions about what Claims are subject to arbitration shall be resolved by interpreting this agreement to arbitrate in the broadest way the law will allow it to be enforced.

Claims Not Covered: Claims (whether brought initially or by counter or cross-claim) are not subject to arbitration if they are filed by you or us in a small claims court, so long as the case remains in such court and only individual claims for relief are advanced in the case.

No Class Arbitration or Consolidation or Joinder of Parties: Class actions and other similar procedures in which individuals seek to represent similarly situated individuals or seek relief on behalf of the general public, and consolidation or joinder of Claims (except for claimants on the same account), are NOT available under this agreement to arbitrate. Claims in arbitration will proceed on an INDIVIDUAL basis only:

UNLESS YOU REJECT THIS AGREEMENT TO ARBITRATE, YOU AND WE WAIVE THE RIGHT TO ASSERT OR PARTICIPATE IN A CLASS ACTION OR ANY REPRESENTATIVE OR CONSOLIDATED PROCEEDING IN COURT OR IN ARBITRATION.

The arbitrator shall have no authority to entertain any Claim as a class action or private attorney general action or on any other similar representative basis, nor shall the arbitrator have any authority to consolidate or join Claims brought by separate claimants (except for claimants on the same account). This also means that the arbitrator shall have no authority to make any award for the benefit of, or against, any person other than the individual who is the named party.[†]

†Notice to California Account Holders: This agreement to arbitrate shall not be construed to prevent you from seeking in the arbitration the remedy of public injunctive relief if (a) you reside in California, (b) you resided in California at the time you entered into this agreement to arbitrate, or (iii) the billing address for your Account is a California address (hereafter, "California Account Holder").

Initiation of Arbitration: The arbitration shall be administered by the American Arbitration Association ("AAA") before a single arbitrator under the AAA's Consumer Arbitration Rules, or by a mutually agreeable administrator, before a single arbitrator, as modified by this arbitration provision. Information about the arbitration process for AAA can be obtained from the AAA at www.adr.org. The arbitrator shall be selected from the AAA (or mutually agreeable administrator) panel of neutrals then active on the roster maintained by the AAA (or mutually agreeable administrator) office located in the city of or nearest to your billing address and, unless otherwise mutually agreed, the arbitrator shall be a retired federal judge, a retired state appellate judge, a retired state trial judge, or a lawyer with at least 15 years of experience in that order of preference. In the event that the AAA or mutually agreeable administrator is unable or unwilling to handle the Claim for any reason, then the matter shall be arbitrated instead by a neutral arbitrator selected by agreement of the parties (or, if the parties cannot agree, selected by a court in accordance with the FAA).

Arbitration Procedures and Applicable Law; Offer of Settlement: Unlike a lawsuit in state or federal court, arbitration is conducted by a private organization that specializes in alternative dispute resolution. Disputes in arbitration are decided by a neutral arbitrator instead of a judge or jury. You may represent yourself in arbitration, or you may be represented by a lawyer.

Under this agreement to arbitrate, a single arbitrator designated by the arbitration administrator will decide the Claim under applicable law. The arbitrator is bound by the terms of this agreement to arbitrate. The AAA or mutually agreeable administrator will apply its code of procedures in effect at the time the arbitration claim is filed. If there is a conflict between that code of procedures and this arbitration provision and/or any sections of this Card Agreement, this arbitration provision and/or this Card Agreement will control. The arbitrator will honor all claims of privilege recognized by law. Subject to the prohibition on class, representative, and consolidation procedures set forth above, the arbitrator will have the power to award to a party any damages or other relief (including relief in equity) provided for under applicable law. That is, a party will be entitled to recover in arbitration any damages or other relief that it could recover if it prevailed in a court proceeding. An arbitrator's award shall consist of a written statement setting forth the disposition of each Claim. At the request of any party, the arbitrator shall also set forth a written explanation of the essential findings and conclusions on which the award is based. An arbitration award shall decide the rights and obligations only of the parties named in the arbitration, and shall not have any bearing on another person or dispute.

If your Claim is for \$10,000 or less, you may choose whether the arbitration will be conducted solely on the basis of documents, in a telephonic hearing, or in an in-person hearing.

Any in-person hearing will take place in the federal judicial district that includes your billing address at the time the Claim is filed, unless the parties agree to a different place.

The Arbitrator's Decision: The arbitrator's decision will be final and binding on the parties. A party can file a written appeal to the arbitration administrator within thirty (30) days after an award is issued. The appeal will proceed before a panel of three neutral arbitrators designated by the same arbitration administrator. The panel will decide anew all factual and legal issues, following the same rules of procedure, by majority vote any aspect of the original decision objected to. The costs of such an appeal will be borne in accordance with the below paragraph entitled "Fees and Costs". Any review by a court shall be governed by the Federal Arbitration Act. Any final arbitration award will be binding on the named parties and enforceable by any court having jurisdiction.

Fees and Costs: We will pay any costs that are required to be paid by us under the arbitration administrator's rules of procedure. If you file the arbitration, you will pay your share of the initial filing fee, unless you seek and qualify for a fee waiver under the applicable rules of the arbitration

administrator. The party filing an appeal shall be responsible for all filing fees and costs of the appeal unless prohibited by administrator's rules of procedure. All parties are responsible for their own attorney's fees, expert fees and any other expenses, unless the arbitrator awards such fees or expenses to you or us if allowed by applicable law.

Other Parties Subject to this Agreement to Arbitrate: In addition to you and us, the rights and duties described in this agreement to arbitrate apply to: any third party co-defendant of a claim subject to this arbitration provision; all joint account holders, Additional Cardholders, and Authorized Users of your Account(s).

How to REJECT this Agreement to Arbitrate: You can reject this agreement to arbitrate but only if we receive from you a written notice of rejection within 45 days after it was first provided to you. To reject this agreement to arbitrate you must send the notice of rejection to: Credit One Bank, Attention: Arbitration Opt Out, P. O. Box 98873, Las Vegas, NV 89193-8873. Rejection notices sent to any other address will not be accepted or effective. If you decide to reject this agreement to arbitrate in writing, your notice must state that you reject this agreement to arbitrate and include your name, address, account number, and personal signature. Rejection of arbitration will not affect your other rights or responsibilities under this Card Agreement.

Survival, Severability, and Amendment of Terms:

Survival. This agreement to arbitrate shall survive changes in the Agreement and termination of the Account or the relationship between you and us, including the bankruptcy of any party and any transfer or sale of your Account, or amounts owed on your Account, to another person or entity.

Severability. If any part or parts of your agreement to arbitrate are declared unenforceable, then such specific part or parts shall be of no force or effect and shall be severed, but the remainder of this agreement to arbitrate shall continue in full force and effect. If, however, the entire agreement to arbitrate or your waiver of the right to bring or participate in a class or representative action or in consolidation procedures is unenforceable, then the agreement to arbitrate shall be of no force or effect. Notwithstanding the preceding sentence, with respect to California Account Holders, if arbitration is unenforceable, in whole or in part, you and we agree to resolve any Claim by a judicial reference proceeding as described above.

Amendment in Writing Only. This agreement to arbitrate may not be amended, severed, or waived, except as expressly provided in the Agreement or in a written agreement between you and us.

Other Information

Transactions in Foreign Currencies: If you make a transaction at a merchant that settles in a currency other than U.S. dollars, Mastercard International Incorporated or Visa Incorporated will convert that charge into a U.S. Dollar amount. That conversion will be done at a rate selected by Mastercard or Visa from the range of rates available in wholesale currency markets for the applicable central processing date, which rate may vary from the rate Mastercard or Visa itself receives, or the government-mandated rate in effect for the applicable central processing date. The currency conversion rate used on the processing date may differ from the rate that would have been used on the purchase date or on the date the transaction is posted to your Account. You agree to pay the converted amount, including any charges for the conversion that may be imposed as described above.

Changes to Your Agreement: The rates, fees and terms of this Agreement may change and we may add or delete any term to this Agreement consistent with applicable law. We will give you advance written notice of these changes and a right to reject the change, if required by law.

Unauthorized Use: Notify us immediately if your Card is lost or stolen or you suspect that someone is using your Card or Account without your permission.

Assignment: We may assign any or all of our rights and obligations under this Agreement. You may not assign any of your rights or obligations under this Agreement.

No Waiver: We will not lose our rights under this Agreement because we delay or do not enforce them.

Governing Law: This Agreement is governed by and interpreted in accordance with the laws applicable to national banks, and, where no such laws apply, by the laws of the State of Nevada, excluding the conflicts of law provisions thereof, regardless of your state of residence.

Conformance with Law; Severability: If any part of this Agreement conflicts with applicable law, that provision will be considered modified to conform to applicable law. If any part of this Agreement is invalid, the rest shall remain in effect, except as otherwise noted in the Arbitration Provision.

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 the Billing Inquiries address on the statement.

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 \$50.00 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 \$50.00. (Note: Neither of these are necessary if your purchase was based on an advertisement we mailed to you, or if we own or operate 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 the Billing Inquiries address shown on your statement.

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

Cash Back Rewards Program Supplement

This Supplement describes the terms and conditions of the Credit One Cash Back Rewards Program ("Program") and supplements the Card Agreement that governs your credit card account issued by Credit One Bank, N.A. (the "Account"). By using the Account, you agree to participate in the Program. Your participation is subject to the terms of the Card Agreement, including the arbitration provision, if applicable, and this Supplement. In the event of a conflict between the Card Agreement and this Supplement, with respect to matters relating to the Program, this Supplement controls.

Earning Cash Back Rewards: You earn cash back rewards in the form of an automatic statement credit equal to 1% of Net Eligible Purchases (as defined below) made with your Account. You do not earn cash back rewards on Cash Advances, Balance Transfers, interest, fees, and other charges. We will post a statement credit to your Account within seven days after the end of the month based on the Net Eligible Purchases made with your Account from the 27th of the previous month to the 26th of the current month. If your Account is in default, as defined in your Card Agreement, at the time the credit is to be posted, you WILL NOT receive the credit. Cash back rewards have no cash value.

Merchant Categories: Merchants who accept Visa/Mastercard credit cards are assigned a merchant code, which is determined by the merchant or its processor in accordance with Visa/Mastercard procedures based on the kinds of products and services they primarily sell. We group similar merchant codes into Eligible Purchase categories for purposes of making cash back rewards offers to you. Please note:

- We make every effort to include all relevant merchant codes in our cash back rewards categories. However, even though a merchant or some of the items that it sells may appear to fit within a cash back rewards category, the merchant may not have a merchant code in that category. When this occurs, Purchases with that merchant won't qualify for cash back rewards offers on Purchases in that category.
- Although a merchant or the items that it sells may appear to fit the reward categories, the merchant may not have or use an eligible Code. Purchases made without an eligible code WILL NOT qualify for cash back rewards. A merchant with more than one location may submit Purchases using different codes, including codes that are not eligible under this Program. This means that Purchases from the same merchant at a different location may result in no reward.
- Purchases submitted by you, an authorized user, or the merchant through third-party payment accounts, mobile or wireless card readers, online or mobile digital wallets, or similar technology will not qualify in a cash back rewards category if the technology is not set up to process the purchase in that cash back rewards category.

Eligible Purchases: Eligible Purchases are Purchases from merchants in the following categories:

- gasoline,
- grocery (grocery Purchases do not include Purchases at superstores, at stores that sell groceries and other products like drugstores and convenience stores; or at smaller stores like bakeries, candy, nut or confection stores),
- mobile phone service, and
- internet, cable and satellite TV service.

Purchases That Are Not Eligible: Purchases from the following types of merchants are not eligible for cash back rewards:

- oil, propane, home heating companies,
- PayPal,
- warehouse clubs (including but not limited to Sam's Club and Costco),
- discount supercenters (including but not limited to Wal-Mart and Target).

Net Eligible Purchases: Net Eligible Purchases are Eligible Purchases minus any returns, disputed charges, unauthorized charges, illegal or fraudulent charges or other credits for such Purchases.

Program Restrictions: You will receive an automatic cash back rewards credit on each statement that has at least one Net Eligible Purchase. Automatic statement credits for cash back rewards will reduce the balance on your Account but will not count as payments. You will still be required to pay at least the Minimum Payment Due as shown on your billing statement each month. You WILL NOT earn cash back rewards for Purchases made while your Account is in default as defined within your Card Agreement. This Program excludes Accounts already enrolled in a different Credit One cash back rewards program.

Changes: The Program may be changed (added to, modified or deleted) by us at any time, including without limitation amendments to the definition of Eligible Purchases. We will give you prior notice to the extent required by law. The current version of this Program may be found at www.CreditOneBank.com along with the Card Agreement. Any revisions may affect your ability to earn cash back rewards.

Termination: We may suspend or terminate the Program or your participation in the Program at any time without prior notice. In such event, we will evaluate your Account for any eligible cash back rewards as of the Program termination date. Provided that you meet all of the other Program Restrictions listed above at that time, you will receive a distribution of the cash back rewards earned during the current billing period in the form of a statement credit.

Limited Liability: Unless otherwise required by law, this Program, or our Card Agreement with you, we will not be liable to you or anyone making a claim on your behalf, in connection with: (1) any change or termination of the Program; (2) any loss, damage, expense or inconvenience caused by any occurrence outside of our control; (3) any taxes that you incur as a result of receiving cash back rewards, payment of which taxes will be your responsibility; (4) any merchandise or services you purchase, or for any direct, indirect or consequential damages with respect to the use of your Account. In any event, any liability that Credit One may have to you in connection with the Program shall be limited to the amount of any cash back rewards you have earned in this Program. The Program and cash back rewards are void or limited where prohibited or restricted, respectively, by federal, state or local law.

Pricing Summary

Interest Rates and Interest Charges	
ANNUAL PERCENTAGE RATE (APR) for Purchases	17.99% This APR will vary with the market based on the Prime Rate.
APR for Balance Transfers	17.99% This APR will vary with the market based on the Prime Rate.
APR for Cash Advances	23.99% This APR will vary with the market based on the Prime Rate.
Paying Interest	Your due date is at least 24 days after the close of each billing cycle. We will not charge you any interest on Purchases if you pay your entire balance by the due date each month. We will begin charging interest on Cash Advances and Balance Transfers from the posting date.
Minimum Interest Charge	If you are charged interest, the charge will be no less than \$1.00.
For Credit Card Tips from the Consumer Financial Protection Bureau	To learn more about factors to consider when applying for or using a credit card, visit the website of the Consumer Financial Protection Bureau at http:// www.consumerfinance.gov/learnmore .
Fees	
Annual Fee	\$0
Transaction Fees • Balance Transfer • Cash Advance • Foreign Transaction	Either \$10 or 5% of the amount of each Balance Transfer, whichever is greater. Either \$10 or 5% of the amount of each Cash Advance, whichever is greater. Either \$1 or 3% of the amount of each purchase in U.S. dollars, whichever is greater.
Penalty Fees • Late Payment • Returned Payment	Up to \$39* Up to \$39**

How We Will Calculate Your Balance: We use a method called “average daily balance (including new Purchases).” See your Card Agreement for more details.

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

***Late Payment Fee:** We will charge the maximum safe harbor amount, which is set annually in accordance with 12 C.F.R. 1026.52(b)(1)(ii)(D). Currently the fee is \$29, unless you incurred a Late Payment Fee during the prior six billing cycles. If you did, the fee is currently \$39. This fee will not exceed the related Minimum Payment that was due. We charge a Late Payment Fee to your Account if at least the Amount Due This Period (less any Late

Payment Fee for the current billing cycle) plus any Past Due Amount is not received by 5:00 p.m. PT on the Payment Due Date shown on your statement.

****Returned Payment Fee:** We will charge the maximum safe harbor amount, which is set annually in accordance with 12 C.F.R. 1026.52(b)(1)(ii)(D). If a payment is not honored upon first presentment, even if the payment is later honored, a Returned Payment Fee will be charged to your Account. Currently, the fee is \$29, unless you incurred a Returned Payment Fee in the prior six billing cycles. If you did, the fee is currently \$39. This fee will not exceed the related Minimum Payment that was due.

Additional Rate Information: The Purchase and Balance Transfer APR equals the Prime Rate plus a margin of 14.74%. This corresponds to a monthly periodic rate of 1.49917%. The Cash Advance APR equals the Prime Rate plus a margin of 20.74%. This corresponds to a monthly periodic rate of 1.99917%.

Minimum Payments: You may pay the entire New Balance shown on your billing statement at any time. Each billing period you must pay at least the Minimum Payment Due by the Payment Due Date shown on your billing statement. The Minimum Payment Due will be the sum of:

- 3.5% of your outstanding balance, rounded up to the next whole dollar, or \$30, whichever is greater;
- any Late Payment Fee for the current billing cycle;
- and any Past Due Amount (excluding any past due Late Payment Fees).

The Agreement

This Agreement, together with the Pricing Summary, is your contract with us.

Accepting this Agreement: You accept this Agreement when you use the Account. You may still reject this Agreement if you have not yet used the Card, used the Account, or paid a fee after receiving a billing statement. To reject the Agreement, call us at 866-515-5721 or write us at Bank Card Center, P.O. Box 95516, Las Vegas, NV 89193-5516. If you reject the Agreement, you are not responsible for any fees or charges.

Arbitration: This Agreement includes an Arbitration Provision with class action and jury trial waivers. You can reject the Arbitration Provision. See "How to REJECT this agreement to arbitrate" in the Arbitration section. If you do not, it will be part of this Agreement.

Promise to Pay: You agree to pay us for all amounts due on your Account, including credit for Purchases, Balance Transfers, and Cash Advances, as well as interest charges and fees. This includes charges made by Additional Cardholders and other Authorized Users.

Definitions

Account means the Credit One Bank card account under this Agreement.

Authorized User means any person you allow to use your Account or Card, including Additional Cardholders. If the Authorized User has been issued a Card and you want to terminate the Authorized User, you must notify us by telephone or in writing.

Balance Transfer means a transaction we designate that allows you to use your Account to pay another creditor or yourself. Balance Transfers cannot be used to pay us or our affiliates. A Balance Transfer will be subject to the terms of the Balance Transfer offer and this Agreement.

Card refers to one or more cards or access devices, including your Account number, that we give you or someone else with your authorization to get credit under this Agreement.

Cardholder refers to each person with a card issued in their name.

Cash Advance means the use of your Account to obtain funds at a financial institution or the use of a Convenience Check.

Convenience Check means a check we issue to you to take a Cash Advance. You may not use these checks to pay us or our affiliates.

Purchase means the use of the Account to obtain goods or services.

Prime Rate means the highest U.S. Prime Rate in the Money Rates section of The Wall Street Journal on the 25th day of the month, or the next day if that day is not a publication day. If The Wall Street Journal does not publish the U.S. Prime Rate, we may substitute another index.

we, us, our, and Credit One Bank refer to Credit One Bank, N.A., the issuer of your Card.

you, and your refer to each person who has applied for the Account and where appropriate, the Authorized User.

Features and Use of Your Account

Using Your Card: You may make Purchases wherever the Card is accepted. You may use the Account to obtain Cash Advances, but you may not make more than two Cash Advance transactions per day and you may not obtain more than \$200 in Cash Advances per day. You may use the Account only for personal, family, or household purposes, and if your Account is used for any other purpose you are still responsible for such use. You may not use the Account for business or commercial purposes. The Account may not be used for online or internet gambling or illegal purposes.

Your Credit Limit: We will tell you your credit limit. Keep your Account balance below your credit limit. If you do not, you must still pay us. We may designate part of your credit limit as a Cash Advance limit and part as a Balance Transfer limit. We may change your credit limit(s) at any time, without notice. You may use a portion of your credit limit for Cash Advances and Balance Transfers. Each Purchase, Cash Advance, and Balance Transfer obtained will reduce the amount of available credit under your credit limit until it is repaid. We may delay increasing your available credit by the amount of any payment that we receive for up to 12 calendar days.

Credit Limit Increase: To request a credit limit increase contact the Customer Service number on your statement. We may impose a fee for processing the request.

Credit Authorizations: We may decline to authorize a transaction for any reason. We will not be liable to you if we decline a transaction or if anyone refuses any use of your Card.

Automatic Billing: You may setup automatic billing with a merchant. You authorize us to provide an updated Account number or Card expiration date to any merchant at our discretion. Contact the merchant to stop automatic billing.

Joint Accounts: If this is a joint account, each of you is responsible individually and together for all amounts owed. Each of you is responsible even if the Account is used by only one of you. You will continue to be liable for the entire balance of the Account, even if your co-applicant is ordered by a court to pay us. You will remain liable to us if your co-applicant fails to pay as ordered by the court. Your Account status will continue to be reported to the credit reporting agencies under each of your names. The delivery of notices or billing statements to either of you serves as delivery to each of you. We may rely on instructions given by either of you. We are not liable to either of you for relying upon such instructions.

Electronic Access: Applications (apps) on electronic devices (such as mobile wallets) can store your Card and can be used to get credit under this Agreement. Such transactions are covered by this Agreement. Apps may have separate terms of use. We are not responsible if you violate those terms or for any consequences from violating those terms.

Additional Cardholder: At your request, we may, at our discretion, issue, in the name of another person, an additional Card on your Account. That person is an Additional Cardholder, as well as an Authorized User. An Additional Cardholder has access to certain Account information including balance, available credit and payment information. If you advise us that the Additional Cardholder is your spouse, information regarding the Account will be provided to consumer reporting agencies in your name as well as in the name of the Additional Cardholder. By requesting that we add an Additional Cardholder to your Account, you represent that you (1) have the consent of the Additional Cardholder to be added to the Account, (2) have provided a copy of this Agreement to the Additional Cardholder, and (3) if the Additional Cardholder is your spouse, you have told the Additional Cardholder that Credit One Bank will furnish credit information about them to the credit reporting agencies in connection with the Account. The Additional Cardholder may report the Card lost or stolen and may remove him or herself from the Account.

Interest Rates and Interest Changes

Annual Percentage Rates (APRs): See the Pricing Summary for your APRs. The APR for Balance Transfers will be the same as the APR for standard Purchases, unless a promotional rate applies.

Variable Rates: Your Pricing Summary indicates whether you have any variable APRs. Variable APRs are determined by adding to the Prime Rate the number of percentage points ("margin") specified in the Pricing Summary. Variable APRs will increase or decrease when the Prime Rate changes. The APR change will take effect beginning with billing cycles that end on or after the first day of the month after the month in which the Prime Rate changes. An increase in the APR will increase your interest charges and may increase your Minimum Payment Due.

Average Daily Balance Method (including new transactions): We calculate interest each billing cycle by first figuring the "average daily balance" for each type of balance. Standard Purchases, standard Cash Advances, standard Balance Transfers, and each promotional offer, are all types of balances.

For each type of balance, for each billing cycle, we start with the balance on the last day of your previous billing cycle. We subtract any unpaid interest. This is the beginning balance each day. Each day of the billing cycle we subtract any new payments and credits applied to that type of balance. We add any new transactions and fees for that type of balance. We add Purchases, Cash Advances, and Balance Transfers on the post date. We add

transaction fees on promotional rate and non-promotional rate Balance Transfers to the same type of balance as the transaction. We add all other fees to the standard Purchase balance. This gives us the daily balance for that type of balance, except that if the daily balance is negative, we treat it as zero. We then add up all of the daily balances and divide by the number of days in the billing cycle. This gives us the "average daily balance" for that type of balance. We multiply the average daily balance by the applicable monthly periodic rate (the APR divided by 12). This gives us the interest charged for that type of balance for that billing cycle. This interest is included in the Account balance on the last day of the billing cycle. The results for all types of balances are then added together to determine the total interest charged that billing cycle.

When Interest Begins: We begin to impose interest on a transaction or fee from the day we add it to the daily balance. We continue to impose interest until you pay the total amount you owe us. You can avoid paying interest on Purchases as described below. However, you cannot avoid paying interest on Balance Transfers or Cash Advances.

How to Avoid Paying Interest on Purchases ("Grace Period"): If you pay the New Balance on your billing statement by the Payment Due Date shown on that billing statement, we will not impose interest on new Purchases paid by the Payment Due Date on your current billing statement. The Payment Due Date will be at least 24 days after the close of the billing cycle. If you have been paying your Account balance in full and thereby avoiding interest on Purchases, but then do not pay the next New Statement Balance in full by the Payment Due Date, in that billing cycle we will start charging interest on the unpaid portion of your balance.

Fees

See the Pricing Summary for additional Fee information.

Annual Fee: If your Account is subject to an Annual Fee, the amount and when it is billed is shown on the Pricing Summary. The Annual Fee is billed to the Account until the Account is closed and the outstanding balance is paid in full. The Annual Fee is refundable as long as you cancel your Account and have not used your card for any Purchases, Cash Advances, or Balance Transfers and you have not made a payment.

Credit Limit Increase Fee: If a fee is imposed for processing a Credit Limit increase request, we will tell you the amount of the fee at the time of your request and before you agree to it.

Foreign Transaction Fee: We add this fee for each purchase made outside the U.S. (A purchase is made outside the U.S. unless it is made with a U.S. merchant, processed completely in the U.S., and in U.S. dollars.) The fee is a percentage of the U.S. dollar amount of the purchase.

Optional Express Payment Service Fee: If a representative of ours helps expedite your payment, we may impose an Express Payment fee. You will be informed of the amount of the fee before you complete the transaction.

Duplicate Statement Fee: If you request a duplicate copy of a monthly statement, for any purpose other than to assert a billing error, you will be charged a fee of up to \$10 for each statement copy requested.

Sales Slip Request Fee: If you request a copy of a sales slip, for any purpose other than to resolve a dispute about the charges on your Account, you will be charged a fee of \$6 for each sales slip copy requested.

Replacement Card Fee: If you request a replacement card, a Replacement Card Fee of up to \$25 may be charged to your Account.

Payments

Minimum Payment Due: See the Pricing Summary for the minimum payment requirements.

Small Balances: As it is uneconomical for both you and us to process payments or maintain credits that are \$1 or less in amount, you agree as follows: (1) In any billing cycle in which you have had no transactions and your New Balance on the billing date is \$1 or less, the balance will be rounded to zero and you will not receive a bill for this amount. (2) In the event that you have a credit balance of \$1 or less for two consecutive billing cycles, the balance will be rounded to zero and you will not receive a refund of this amount.

Payment Instructions: You must pay us in U.S. dollars, in funds on deposit in the U.S. We credit your payments in accordance with the terms contained on your billing statement. If you mail your payment to an address other than the address designated on your billing statement, there may be a delay in processing and crediting the payment to your Account.

Irregular Payments: Any payment submitted in offer of settlement of a disputed debt, including any item containing a notation such as "paid in full," and any other item with a restrictive endorsement, must be sent to: Credit One Bank, P.O. Box 95516, Las Vegas, NV 89193-5516. We can accept late payments, partial payments, and checks or other items with restrictive endorsements at any other address without losing any of our rights under this Agreement.

Postdated Checks: You agree that we need not examine any payment check to confirm that it is not postdated and that we may deposit any postdated check on the day we receive it.

Payment Allocation: We apply payments up to the Minimum Payment Due and credits at our discretion, which may result in balances at lower APRs being paid first and higher interest charges. Payments over the Minimum Payment Due will be applied to balances with higher APRs first.

Collecting, Sharing, and Updating Information

Customer Privacy: We send you our Privacy Policy when you open your Account and thereafter in accordance with applicable law. It summarizes the personal information we collect; how we safeguard its confidentiality and security; when it may be shared with others; and how you can limit our sharing of this information. You accept the terms of our Privacy Policy when you use the Account. Contact us or visit CreditOne.com if you would like a copy.

Information About You: You authorize us to obtain and/or use information about you from third parties and credit reporting agencies to: (1) verify your identity and/or conduct investigative inquiries; (2) determine your income and credit eligibility; (3) review your Account and provide renewal of credit; (4) verify your current credit standing in order to present future credit limit increases or decreases; (5) qualify you for and present additional lines of credit or other offers; and (6) collect amounts owing on your Account. Upon request, we will tell you the name and address of any credit reporting agency that provided us with information concerning you.

Furnishing Information: We may furnish information concerning your Account or credit file to consumer reporting agencies and others who may properly receive that information. If you believe that information we furnished is inaccurate or incomplete, please write us at Credit One Bank, P. O. Box 98873, Las Vegas, NV 89193-8873. Please include your name, address, home phone number and Account number.

Telephone Calls, Text Messages and Emails Regarding Your Account: You are providing express written permission and consent authorizing Credit One Bank and our agents, servicers, contractors, subsidiaries, affiliates, officers, and other partners and employees to contact you at any phone number (including mobile, cellular/wireless, or similar devices) or email address you provide at any time, for any lawful purpose. The ways in which we may contact you include live operator, automatic telephone dialing systems (auto-dialer), prerecorded and artificial voice message, text/SMS message or email. Phone numbers and email addresses you provide include those you give to us, those from which you, or someone acting on your behalf, contact us or which we obtain through other means. If you provide a phone number for which you are not the owner, you confirm you are authorized to provide that number. Such lawful purposes include, but are not limited to: obtaining information; activation of the card for verification and identification purposes; account transactions or servicing related matters; suspected fraud or identity theft; collection on the Account; and providing information about special products and services. You agree to pay any fee(s) or charge(s) that you may incur for incoming communications from us or outgoing communications to us, to or from any such number or email address, without reimbursement from us.

Communication Revocation: You may revoke your authorization for most communications. However, you cannot revoke authorization for fraud related communications or legally required communications. To change your communication preferences or to revoke consent you must write us. Please:

- include your name, mailing address, and the last four digits of your Account number;
- specify whether you are changing your preferences regarding mail, telephone calls, emails, and/or text or SMS messages;
- provide the specific phone number(s) and/or email address for which you are requesting communications to cease;
- send this written notice to: Credit One Bank, P.O. Box 98873, Las Vegas, NV 89193-8873.

Certain communication preferences can be changed on-line. Please log in to your Account to see if that option is available.

Telephone Monitoring: You agree that we (and our servicers, agents and contractors) may monitor and record any calls between you and us.

Updating Your Phone Number: Notify us immediately if you change mobile or cell phone numbers or plan to give your phone to someone else. It is your responsibility to provide us with a true, accurate and complete mobile number and to maintain and update promptly any changes in this information. You can update your mobile number by calling us at the phone number on the back of your Card.

Indemnification: If you provide telephone number(s) for which you are not the subscriber, or fail to notify us when you cease to be the subscriber for a telephone number you previously gave us, you agree to indemnify us, our subsidiaries, affiliates, officers, agents, servicers, contractors, and other partners and employees for any costs and expenses, including reasonable attorneys' fees, incurred as a result of us contacting or attempting to contact you at the number(s). Your obligation under this paragraph shall survive termination of the Agreement.

Account Closure

Default: You are in default under this Agreement if (1) bankruptcy or another insolvency proceeding is filed by or against you; (2) we reasonably believe you are unable or unwilling to repay us; (3) you die or are legally incompetent or incapacitated; (4) you fail to comply with the terms of this Agreement, including failing to make a required payment when due, exceeding your credit limit or using your Card or Account for an illegal transaction; (5) you give us misleading, false, incomplete or incorrect information or fail to give us any information we deem necessary; or (6) if you no longer permanently reside in one of the 50 states or the District of Columbia. If you are in default, we may declare the entire Account balance immediately due and payable without advance notice.

Collection Costs: If we use an attorney to collect your Account, we may charge you our legal costs as permitted by law. These include reasonable attorneys' fees, court or other collection costs, and fees and costs of any appeal.

Closing Your Account: You may close your Account at any time. You will remain responsible for any amount you owe us under this Agreement. Any joint Cardholder may cancel a joint Account. However, both of you will remain responsible for paying all amounts owed. If your Account is subject to an Annual Fee, the fee will continue to be charged until you pay your outstanding balance in full.

We may cancel, suspend or not renew your Card, Account, or access to the credit line at any time and for any reason without notice. If your Account is closed by us, the Annual Fee will continue to be charged until you pay your outstanding balance in full.

However, when your Account is closed, if there is: (1) a debit balance of \$1 or less, that balance will be rounded to zero and you will not be required to pay this amount; or (2) a credit balance of \$1 or less, that balance will be rounded to zero and this amount will not be refunded to you. The rounding to zero may occur after your closing statement cycles, and you may not receive a statement reflecting the rounding.

Arbitration Agreement

PLEASE READ CAREFULLY—IMPORTANT—AFFECTS YOUR LEGAL RIGHTS

This agreement to arbitrate provides that you or we can require controversies or disputes between us to be resolved by BINDING ARBITRATION. You have the right to REJECT this agreement to arbitrate by using the procedure explained below.

If you do not reject this agreement to arbitrate, you GIVE UP YOUR RIGHT TO GO TO COURT and controversies or disputes between us will be resolved by a NEUTRAL ARBITRATOR INSTEAD OF A JUDGE OR JURY, using rules that are simpler and more limited than in a court. Arbitrator decisions are subject to VERY LIMITED REVIEW BY A COURT. Arbitration will proceed INDIVIDUALLY— CLASS ACTIONS AND SIMILAR PROCEDURES WILL NOT BE AVAILABLE TO YOU.

Agreement to Arbitrate: You and we agree that either you or we may, without the other's consent, require that controversies or disputes between you and us (all of which are called "Claims"), be submitted to mandatory, binding arbitration. This agreement to arbitrate is made pursuant to a transaction involving interstate commerce, and shall be governed by, and enforceable under, the Federal Arbitration Act (the "FAA"), 9 U.S.C. §1 et seq., and (to the extent State law is applicable), the laws of the State of Nevada.

For purposes of this agreement to arbitrate, "you" includes you, any co-applicant, any Authorized User (including Additional Cardholders), or anyone else connected with you or claiming through you; and "we" or "us" includes Credit One Bank, N.A., all of its parents, subsidiaries, affiliates, successors, predecessors, employees, and related persons or entities, and all third parties who are regarded as agents or representatives of us in connection with the subject matter of the claim or dispute at issue.

Covered Claims: Claims subject to arbitration include, but are not limited to, any controversies or disputes arising from or relating in any way to your Account; any transactions involving your Account; any disclosures made to you concerning your Account; any interest, charges, or fees assessed on your Account; any service(s) or programs related to your Account; and, if permitted by the rules of the arbitration forum, any collection of debt related to your Account. Claims also include controversies or disputes arising from or relating in any way to advertising, solicitations, or any application for, approval of, or establishment of your Account. Claims subject to arbitration include any controversies or disputes based on any theory of law, whether contract, tort, statute, regulation, common law, or equity, or whether they seek legal or equitable remedies. All Claims are subject to arbitration whether they arose in the past, may currently exist, or may arise in the future. Arbitration will apply even if your Account is closed, you pay us in full any outstanding debt you owe, or you file for bankruptcy. Also, controversies or disputes about the validity, enforceability, coverage, meaning, or scope of this agreement to arbitrate or any part thereof are subject to arbitration and are for the arbitrator to decide. Any questions about what Claims are subject to arbitration shall be resolved by interpreting this agreement to arbitrate in the broadest way the law will allow it to be enforced.

Claims Not Covered: Claims (whether brought initially or by counter or cross-claim) are not subject to arbitration if they are filed by you or us in a small claims court, so long as the case remains in such court and only individual claims for relief are advanced in the case.

No Class Arbitration or Consolidation or Joinder of Parties: Class actions and other similar procedures in which individuals seek to represent similarly situated individuals or seek relief on behalf of the general public, and consolidation or joinder of Claims (except for claimants on the same account), are NOT available under this agreement to arbitrate. Claims in arbitration will proceed on an INDIVIDUAL basis only:

UNLESS YOU REJECT THIS AGREEMENT TO ARBITRATE, YOU AND WE WAIVE THE RIGHT TO ASSERT OR PARTICIPATE IN A CLASS ACTION OR ANY REPRESENTATIVE OR CONSOLIDATED PROCEEDING IN COURT OR IN ARBITRATION.

The arbitrator shall have no authority to entertain any Claim as a class action or private attorney general action or on any other similar representative basis, nor shall the arbitrator have any authority to consolidate or join Claims brought by separate claimants (except for claimants on the same account). This also means that the arbitrator shall have no authority to make any award for the benefit of, or against, any person other than the individual who is the named party.[†]

†Notice to California Account Holders: This agreement to arbitrate shall not be construed to prevent you from seeking in the arbitration the remedy of public injunctive relief if (a) you reside in California, (b) you resided in California at the time you entered into this agreement to arbitrate, or (iii) the billing address for your Account is a California address (hereafter, "California Account Holder").

Initiation of Arbitration: The arbitration shall be administered by the American Arbitration Association ("AAA") before a single arbitrator under the AAA's Consumer Arbitration Rules, or by a mutually agreeable administrator, before a single arbitrator, as modified by this arbitration provision. Information about the arbitration process for AAA can be obtained from the AAA at www.adr.org. The arbitrator shall be selected from the AAA (or mutually agreeable administrator) panel of neutrals then active on the roster maintained by the AAA (or mutually agreeable administrator) office located in the city of or nearest to your billing address and, unless otherwise mutually agreed, the arbitrator shall be a retired federal judge, a retired state appellate judge, a retired state trial judge, or a lawyer with at least 15 years of experience in that order of preference. In the event that the AAA or mutually agreeable administrator is unable or unwilling to handle the Claim for any reason, then the matter shall be arbitrated instead by a neutral arbitrator selected by agreement of the parties (or, if the parties cannot agree, selected by a court in accordance with the FAA).

Arbitration Procedures and Applicable Law; Offer of Settlement: Unlike a lawsuit in state or federal court, arbitration is conducted by a private organization that specializes in alternative dispute resolution. Disputes in arbitration are decided by a neutral arbitrator instead of a judge or jury. You may represent yourself in arbitration, or you may be represented by a lawyer.

Under this agreement to arbitrate, a single arbitrator designated by the arbitration administrator will decide the Claim under applicable law. The arbitrator is bound by the terms of this agreement to arbitrate. The AAA or mutually agreeable administrator will apply its code of procedures in effect at the time the arbitration claim is filed. If there is a conflict between that code of procedures and this arbitration provision and/or any sections of this Card Agreement, this arbitration provision and/or this Card Agreement will control. The arbitrator will honor all claims of privilege recognized by law. Subject to the prohibition on class, representative, and consolidation procedures set forth above, the arbitrator will have the power to award to a party any damages or other relief (including relief in equity) provided for under applicable law. That is, a party will be entitled to recover in arbitration any damages or other relief that it could recover if it prevailed in a court proceeding. An arbitrator's award shall consist of a written statement setting forth the disposition of each Claim. At the request of any party, the arbitrator shall also set forth a written explanation of the essential findings and conclusions on which the award is based. An arbitration award shall decide the rights and obligations only of the parties named in the arbitration, and shall not have any bearing on another person or dispute.

If your Claim is for \$10,000 or less, you may choose whether the arbitration will be conducted solely on the basis of documents, in a telephonic hearing, or in an in-person hearing.

Any in-person hearing will take place in the federal judicial district that includes your billing address at the time the Claim is filed, unless the parties agree to a different place.

The Arbitrator's Decision: The arbitrator's decision will be final and binding on the parties. A party can file a written appeal to the arbitration administrator within thirty (30) days after an award is issued. The appeal will proceed before a panel of three neutral arbitrators designated by the same arbitration administrator. The panel will decide anew all factual and legal issues, following the same rules of procedure, by majority vote any aspect of the original decision objected to. The costs of such an appeal will be borne in accordance with the below paragraph entitled "Fees and Costs". Any review by a court shall be governed by the Federal Arbitration Act. Any final arbitration award will be binding on the named parties and enforceable by any court having jurisdiction.

Fees and Costs: We will pay any costs that are required to be paid by us under the arbitration administrator's rules of procedure. If you file the arbitration, you will pay your share of the initial filing fee, unless you seek and qualify for a fee waiver under the applicable rules of the arbitration administrator. The party filing an appeal shall be responsible for all filing fees and costs of the appeal unless prohibited by administrator's rules of procedure. All parties are responsible for their own attorney's fees, expert fees and any other expenses, unless the arbitrator awards such fees or expenses to you or us if allowed by applicable law.

Other Parties Subject to this Agreement to Arbitrate: In addition to you and us, the rights and duties described in this agreement to arbitrate apply to: any third party co-defendant of a claim subject to this arbitration provision; all joint account holders, Additional Cardholders, and Authorized Users of your Account(s).

How to REJECT this Agreement to Arbitrate: You can reject this agreement to arbitrate but only if we receive from you a written notice of rejection within 45 days after it was first provided to you. To reject this agreement to arbitrate you must send the notice of rejection to: Credit One Bank, Attention: Arbitration Opt Out, P. O. Box 98873, Las Vegas, NV 89193-8873. Rejection notices sent to any other address will not be accepted or effective. If you decide to reject this agreement to arbitrate in writing, your notice must state that you reject this agreement to arbitrate and include your name, address, account number, and personal signature. Rejection of arbitration will not affect your other rights or responsibilities under this Card Agreement.

Survival, Severability, and Amendment of Terms:

Survival. This agreement to arbitrate shall survive changes in the Agreement and termination of the Account or the relationship between you and us, including the bankruptcy of any party and any transfer or sale of your Account, or amounts owed on your Account, to another person or entity.

Severability. If any part or parts of your agreement to arbitrate are declared unenforceable, then such specific part or parts shall be of no force or effect and shall be severed, but the remainder of this agreement to arbitrate shall continue in full force and effect. If, however, the entire agreement to arbitrate or your waiver of the right to bring or participate in a class or representative action or in consolidation procedures is unenforceable, then the agreement to arbitrate shall be of no force or effect. Notwithstanding the preceding sentence, with respect to California Account Holders, if arbitration is unenforceable, in whole or in part, you and we agree to resolve any Claim by a judicial reference proceeding as described above.

Amendment in Writing Only. This agreement to arbitrate may not be amended, severed, or waived, except as expressly provided in the Agreement or in a written agreement between you and us.

Other Information

Transactions in Foreign Currencies: If you make a transaction at a merchant that settles in a currency other than U.S. dollars, Mastercard International Incorporated or Visa Incorporated will convert that charge into a U.S. Dollar amount. That conversion will be done at a rate selected by Mastercard or Visa from the range of rates available in wholesale currency markets for the applicable central processing date, which rate may vary from the rate Mastercard or Visa itself receives, or the government-mandated rate in effect for the applicable central processing date. The currency conversion rate used on the processing date may differ from the rate that would have been used on the purchase date or on the date the transaction is posted to your Account. You agree to pay the converted amount, including any charges for the conversion that may be imposed as described above.

Changes to Your Agreement: The rates, fees and terms of this Agreement may change and we may add or delete any term to this Agreement consistent with applicable law. We will give you advance written notice of these changes and a right to reject the change, if required by law.

Unauthorized Use: Notify us immediately if your Card is lost or stolen or you suspect that someone is using your Card or Account without your permission.

Assignment: We may assign any or all of our rights and obligations under this Agreement. You may not assign any of your rights or obligations under this Agreement.

No Waiver: We will not lose our rights under this Agreement because we delay or do not enforce them.

Governing Law: This Agreement is governed by and interpreted in accordance with the laws applicable to national banks, and, where no such laws apply, by the laws of the State of Nevada, excluding the conflicts of law provisions thereof, regardless of your state of residence.

Conformance with Law; Severability: If any part of this Agreement conflicts with applicable law, that provision will be considered modified to conform to applicable law. If any part of this Agreement is invalid, the rest shall remain in effect, except as otherwise noted in the Arbitration Provision.

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 the Billing Inquiries address on the statement.

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 \$50.00 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 \$50.00. (Note: Neither of these are necessary if your purchase was based on an advertisement we mailed to you, or if we own or operate 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 the Billing Inquiries address shown on your statement.

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

Cash Back Rewards Program Supplement

This Supplement describes the terms and conditions of the Credit One Bank Cash Back Rewards Program ("Program") and supplements the Card Agreement that governs your credit card account issued by Credit One Bank, N.A. (the "Account"). By using the Account, you agree to participate in the Program. Your participation is subject to the terms of the Card Agreement, including the arbitration provision, if applicable, and this Supplement. In the event of a conflict between the Card Agreement and this Supplement, with respect to matters relating to the Program, this Supplement controls.

Earning Cash Back Rewards: You earn cash back rewards in the form of an automatic statement credit equal to 2% of Net Eligible Purchases (as defined below) made with your Account. You do not earn cash back rewards on Cash Advances, Balance Transfers, interest, fees, and other charges. We will post a statement credit to your Account within seven days after the end of the month based on the Net Eligible Purchases made with your Account from the 27th of the previous month to the 26th of the current month. If your Account is in default, as defined in your Card Agreement, at the time the credit is to be posted, you WILL NOT receive the credit. Cash back rewards have no cash value.

Merchant Categories: Merchants who accept credit cards are assigned a merchant code, which is determined by the merchant or its processor in accordance with the applicable credit card network's procedures based on the kinds of products and services they primarily sell. We have no control over merchant codes. Please note:

- We make every effort to include all relevant merchant codes in our cash back rewards categories. However, even though a merchant or some of the items that it sells may appear to fit within a cash back rewards category, the merchant may not have a merchant code in that category. When this occurs, Purchases with that merchant won't qualify for cash back rewards offers on Purchases in that category.
- Although a merchant or the items that it sells may appear to fit the cash back rewards categories, the merchant may not have or use an eligible Code. Purchases made without an eligible code WILL NOT qualify for cash back rewards. A merchant with more than one location may submit Purchases using different codes, including codes that are not eligible under this Program. This means that Purchases from the same merchant at a different location may result in no cash back rewards.
- Purchases submitted by you, an authorized user, or the merchant through third-party payment accounts, mobile or wireless card readers, online or mobile digital wallets, or similar technology will not qualify in a cash back rewards category if the technology is not set up to process the purchase in that cash back rewards category.

Eligible Purchases: Eligible Purchases are Purchases from merchants in the following categories:

- gasoline,
- grocery (grocery Purchases do not include Purchases at superstores, at stores that sell groceries and other products like drug stores and convenience stores; or at smaller stores like bakeries, candy, nut or confection stores),
- mobile phone service, and
- internet, cable and satellite TV service.

Purchases That Are Not Eligible: Purchases from the following types of merchants are not eligible for cash back rewards:

- oil, propane, home heating companies,
- PayPal,
- warehouse clubs (including but not limited to Sam's Club and Costco),
- discount supercenters (including but not limited to Wal-Mart and Target).

Net Eligible Purchases: Net Eligible Purchases are Eligible Purchases minus any returns, disputed charges, unauthorized charges, illegal or fraudulent charges or other credits for such Purchases.

Program Restrictions: You will receive an automatic cash back rewards credit on each statement that has at least one Net Eligible Purchase. Automatic statement credits for cash back rewards will reduce the balance on your Account but will not count as payments. You will still be required to pay at least the Minimum Payment Due as shown on your billing statement each month. You WILL NOT earn cash back rewards for Purchases made while your Account is in default as defined within your Card Agreement. This Program excludes Accounts already enrolled in a different Credit One Bank cash back rewards program.

Changes: The Program may be changed (added to, modified or deleted) by us at any time, including without limitation amendments to the definition of Eligible Purchases. We will give you prior notice to the extent required by law. Any revisions may affect your ability to earn cash back rewards.

Termination: We may suspend or terminate the Program or your participation in the Program at any time without prior notice. In such event, we will evaluate your Account for any eligible cash back rewards as of the Program termination date. Provided that you meet all of the other Program Restrictions listed above at that time, you will receive a distribution of the cash back rewards earned during the current billing period in the form of a statement credit.

Limited Liability: Unless otherwise required by law, this Program, or our Card Agreement with you, we will not be liable to you or anyone making a claim on your behalf, in connection with: (1) any change or termination of the Program; (2) any loss, damage, expense or inconvenience caused

by any occurrence outside of our control; (3) any taxes that you incur as a result of receiving cash back rewards, payment of which taxes will be your responsibility; (4) any merchandise or services you purchase, or for any direct, indirect or consequential damages with respect to the use of your Account. In any event, any liability that CreditOne Bank may have to you in connection with the Program shall be limited to the amount of any cash back rewards you have earned in this Program. The Program and cash back rewards are void or limited where prohibited or restricted, respectively, by federal, state or local law.

Pricing Summary

Interest Rates and Interest Charges	
ANNUAL PERCENTAGE RATE (APR) for Purchases	23.99% This APR will vary with the market based on the Prime Rate.
APR for Balance Transfers	23.99% This APR will vary with the market based on the Prime Rate.
APR for Cash Advances	23.99% This APR will vary with the market based on the Prime Rate.
Paying Interest	Your due date is at least 24 days after the close of each billing cycle. We will not charge you any interest on Purchases if you pay your entire balance by the due date each month. We will begin charging interest on Cash Advances and Balance Transfers from the posting date.
Minimum Interest Charge	If you are charged interest, the charge will be no less than \$1.00.
For Credit Card Tips from the Consumer Financial Protection Bureau	To learn more about factors to consider when applying for or using a credit card, visit the website of the Consumer Financial Protection Bureau at http:// www.consumerfinance.gov/learnmore .
Fees	
Annual Fee	\$0
Transaction Fees <ul style="list-style-type: none"> • Balance Transfer • Cash Advance • Foreign Transaction 	Either \$10 or 5% of the amount of each Balance Transfer, whichever is greater. Either \$10 or 5% of the amount of each Cash Advance, whichever is greater. Either \$1 or 3% of the amount of each purchase in U.S. dollars, whichever is greater.
Penalty Fees <ul style="list-style-type: none"> • Late Payment • Returned Payment 	Up to \$39* Up to \$39**

How We Will Calculate Your Balance: We use a method called “average daily balance (including new Purchases).” See your Card Agreement for more details.

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

***Late Payment Fee:** We will charge the maximum safe harbor amount, which is set annually in accordance with 12 C.F.R. 1026.52(b)(1)(ii)(D). Currently the fee is \$29, unless you incurred a Late Payment Fee during the prior six billing cycles. If you did, the fee is currently \$39. This fee will not exceed the related Minimum Payment that was due. We charge a Late Payment Fee to your Account if at least the Amount Due This Period (less any Late

Payment Fee for the current billing cycle) plus any Past Due Amount is not received by 5:00 p.m. PT on the Payment Due Date shown on your statement.

****Returned Payment Fee:** We will charge the maximum safe harbor amount, which is set annually in accordance with 12 C.F.R. 1026.52(b)(1)(ii)(D). If a payment is not honored upon first presentment, even if the payment is later honored, a Returned Payment Fee will be charged to your Account. Currently, the fee is \$29, unless you incurred a Returned Payment Fee in the prior six billing cycles. If you did, the fee is currently \$39. This fee will not exceed the related Minimum Payment that was due.

Additional Rate Information: The Purchase, Balance Transfer and Cash Advance APR equals the Prime Rate plus a margin of 20.74%. This corresponds to a monthly periodic rate of 1.99917%.

Minimum Payments: You may pay the entire New Balance shown on your billing statement at any time. Each billing period you must pay at least the Minimum Payment Due by the Payment Due Date shown on your billing statement. The Minimum Payment Due will be the sum of:

- 3.5% of your outstanding balance, rounded up to the next whole dollar, or \$30, whichever is greater;
- any Late Payment Fee for the current billing cycle;
- and any Past Due Amount (excluding any past due Late Payment Fees).

The Agreement

This Agreement, together with the Pricing Summary, is your contract with us.

Accepting this Agreement: You accept this Agreement when you use the Account. You may still reject this Agreement if you have not yet used the Card, used the Account, or paid a fee after receiving a billing statement. To reject the Agreement, call us at 866-515-5721 or write us at Bank Card Center, P.O. Box 95516, Las Vegas, NV 89193-5516. If you reject the Agreement, you are not responsible for any fees or charges.

Arbitration: This Agreement includes an Arbitration Provision with class action and jury trial waivers. You can reject the Arbitration Provision. See "How to REJECT this agreement to arbitrate" in the Arbitration section. If you do not, it will be part of this Agreement.

Promise to Pay: You agree to pay us for all amounts due on your Account, including credit for Purchases, Balance Transfers, and Cash Advances, as well as interest charges and fees. This includes charges made by Additional Cardholders and other Authorized Users.

Definitions

Account means the Credit One Bank card account under this Agreement.

Authorized User means any person you allow to use your Account or Card, including Additional Cardholders. If the Authorized User has been issued a Card and you want to terminate the Authorized User, you must notify us by telephone or in writing.

Balance Transfer means a transaction we designate that allows you to use your Account to pay another creditor or yourself. Balance Transfers cannot be used to pay us or our affiliates. A Balance Transfer will be subject to the terms of the Balance Transfer offer and this Agreement.

Card refers to one or more cards or access devices, including your Account number, that we give you or someone else with your authorization to get credit under this Agreement.

Cardholder refers to each person with a card issued in their name.

Cash Advance means the use of your Account to obtain funds at a financial institution or the use of a Convenience Check.

Convenience Check means a check we issue to you to take a Cash Advance. You may not use these checks to pay us or our affiliates.

Purchase means the use of the Account to obtain goods or services.

Prime Rate means the highest U.S. Prime Rate in the Money Rates section of The Wall Street Journal on the 25th day of the month, or the next day if that day is not a publication day. If The Wall Street Journal does not publish the U.S. Prime Rate, we may substitute another index.

we, us, our, and Credit One Bank refer to Credit One Bank, N.A., the issuer of your Card.

you, and your refer to each person who has applied for the Account and where appropriate, the Authorized User.

Features and Use of Your Account

Using Your Card: You may make Purchases wherever the Card is accepted. You may use the Account to obtain Cash Advances, but you may not make more than two Cash Advance transactions per day and you may not obtain more than \$200 in Cash Advances per day. You may use the Account only for personal, family, or household purposes, and if your Account is used for any other purpose you are still responsible for such use. You may not use the Account for business or commercial purposes. The Account may not be used for online or internet gambling or illegal purposes.

Your Credit Limit: We will tell you your credit limit. Keep your Account balance below your credit limit. If you do not, you must still pay us. We may designate part of your credit limit as a Cash Advance limit and part as a Balance Transfer limit. We may change your credit limit(s) at any time, without notice. You may use a portion of your credit limit for Cash Advances and Balance Transfers. Each Purchase, Cash Advance, and Balance Transfer obtained will reduce the amount of available credit under your credit limit until it is repaid. We may delay increasing your available credit by the amount of any payment that we receive for up to 12 calendar days.

Credit Limit Increase: To request a credit limit increase contact the Customer Service number on your statement. We may impose a fee for processing the request.

Credit Authorizations: We may decline to authorize a transaction for any reason. We will not be liable to you if we decline a transaction or if anyone refuses any use of your Card.

Automatic Billing: You may setup automatic billing with a merchant. You authorize us to provide an updated Account number or Card expiration date to any merchant at our discretion. Contact the merchant to stop automatic billing.

Joint Accounts: If this is a joint account, each of you is responsible individually and together for all amounts owed. Each of you is responsible even if the Account is used by only one of you. You will continue to be liable for the entire balance of the Account, even if your co-applicant is ordered by a court to pay us. You will remain liable to us if your co-applicant fails to pay as ordered by the court. Your Account status will continue to be reported to the credit reporting agencies under each of your names. The delivery of notices or billing statements to either of you serves as delivery to each of you. We may rely on instructions given by either of you. We are not liable to either of you for relying upon such instructions.

Electronic Access: Applications (apps) on electronic devices (such as mobile wallets) can store your Card and can be used to get credit under this Agreement. Such transactions are covered by this Agreement. Apps may have separate terms of use. We are not responsible if you violate those terms or for any consequences from violating those terms.

Additional Cardholder: At your request, we may, at our discretion, issue, in the name of another person, an additional Card on your Account. That person is an Additional Cardholder, as well as an Authorized User. An Additional Cardholder has access to certain Account information including balance, available credit and payment information. If you advise us that the Additional Cardholder is your spouse, information regarding the Account will be provided to consumer reporting agencies in your name as well as in the name of the Additional Cardholder. By requesting that we add an Additional Cardholder to your Account, you represent that you (1) have the consent of the Additional Cardholder to be added to the Account, (2) have provided a copy of this Agreement to the Additional Cardholder, and (3) if the Additional Cardholder is your spouse, you have told the Additional Cardholder that Credit One Bank will furnish credit information about them to the credit reporting agencies in connection with the Account. The Additional Cardholder may report the Card lost or stolen and may remove him or herself from the Account.

Interest Rates and Interest Changes

Annual Percentage Rates (APRs): See the Pricing Summary for your APRs. The APR for Balance Transfers will be the same as the APR for standard Purchases, unless a promotional rate applies.

Variable Rates: Your Pricing Summary indicates whether you have any variable APRs. Variable APRs are determined by adding to the Prime Rate the number of percentage points ("margin") specified in the Pricing Summary. Variable APRs will increase or decrease when the Prime Rate changes. The APR change will take effect beginning with billing cycles that end on or after the first day of the month after the month in which the Prime Rate changes. An increase in the APR will increase your interest charges and may increase your Minimum Payment Due.

Average Daily Balance Method (including new transactions): We calculate interest each billing cycle by first figuring the "average daily balance" for each type of balance. Standard Purchases, standard Cash Advances, standard Balance Transfers, and each promotional offer, are all types of balances.

For each type of balance, for each billing cycle, we start with the balance on the last day of your previous billing cycle. We subtract any unpaid interest. This is the beginning balance each day. Each day of the billing cycle we subtract any new payments and credits applied to that type of balance. We add any new transactions and fees for that type of balance. We add Purchases, Cash Advances, and Balance Transfers on the post date. We add

transaction fees on promotional rate and non-promotional rate Balance Transfers to the same type of balance as the transaction. We add all other fees to the standard Purchase balance. This gives us the daily balance for that type of balance, except that if the daily balance is negative, we treat it as zero. We then add up all of the daily balances and divide by the number of days in the billing cycle. This gives us the "average daily balance" for that type of balance. We multiply the average daily balance by the applicable monthly periodic rate (the APR divided by 12). This gives us the interest charged for that type of balance for that billing cycle. This interest is included in the Account balance on the last day of the billing cycle. The results for all types of balances are then added together to determine the total interest charged that billing cycle.

When Interest Begins: We begin to impose interest on a transaction or fee from the day we add it to the daily balance. We continue to impose interest until you pay the total amount you owe us. You can avoid paying interest on Purchases as described below. However, you cannot avoid paying interest on Balance Transfers or Cash Advances.

How to Avoid Paying Interest on Purchases ("Grace Period"): If you pay the New Balance on your billing statement by the Payment Due Date shown on that billing statement, we will not impose interest on new Purchases paid by the Payment Due Date on your current billing statement. The Payment Due Date will be at least 24 days after the close of the billing cycle. If you have been paying your Account balance in full and thereby avoiding interest on Purchases, but then do not pay the next New Statement Balance in full by the Payment Due Date, in that billing cycle we will start charging interest on the unpaid portion of your balance.

Fees

See the Pricing Summary for additional Fee information.

Annual Fee: If your Account is subject to an Annual Fee, the amount and when it is billed is shown on the Pricing Summary. The Annual Fee is billed to the Account until the Account is closed and the outstanding balance is paid in full. The Annual Fee is refundable as long as you cancel your Account and have not used your card for any Purchases, Cash Advances, or Balance Transfers and you have not made a payment.

Credit Limit Increase Fee: If a fee is imposed for processing a Credit Limit increase request, we will tell you the amount of the fee at the time of your request and before you agree to it.

Foreign Transaction Fee: We add this fee for each purchase made outside the U.S. (A purchase is made outside the U.S. unless it is made with a U.S. merchant, processed completely in the U.S., and in U.S. dollars.) The fee is a percentage of the U.S. dollar amount of the purchase.

Optional Express Payment Service Fee: If a representative of ours helps expedite your payment, we may impose an Express Payment fee. You will be informed of the amount of the fee before you complete the transaction.

Duplicate Statement Fee: If you request a duplicate copy of a monthly statement, for any purpose other than to assert a billing error, you will be charged a fee of up to \$10 for each statement copy requested.

Sales Slip Request Fee: If you request a copy of a sales slip, for any purpose other than to resolve a dispute about the charges on your Account, you will be charged a fee of \$6 for each sales slip copy requested.

Replacement Card Fee: If you request a replacement card, a Replacement Card Fee of up to \$25 may be charged to your Account.

Payments

Minimum Payment Due: See the Pricing Summary for the minimum payment requirements.

Small Balances: As it is uneconomical for both you and us to process payments or maintain credits that are \$1 or less in amount, you agree as follows: (1) In any billing cycle in which you have had no transactions and your New Balance on the billing date is \$1 or less, the balance will be rounded to zero and you will not receive a bill for this amount. (2) In the event that you have a credit balance of \$1 or less for two consecutive billing cycles, the balance will be rounded to zero and you will not receive a refund of this amount.

Payment Instructions: You must pay us in U.S. dollars, in funds on deposit in the U.S. We credit your payments in accordance with the terms contained on your billing statement. If you mail your payment to an address other than the address designated on your billing statement, there may be a delay in processing and crediting the payment to your Account.

Irregular Payments: Any payment submitted in offer of settlement of a disputed debt, including any item containing a notation such as "paid in full," and any other item with a restrictive endorsement, must be sent to: Credit One Bank, P.O. Box 95516, Las Vegas, NV 89193-5516. We can accept late payments, partial payments, and checks or other items with restrictive endorsements at any other address without losing any of our rights under this Agreement.

Postdated Checks: You agree that we need not examine any payment check to confirm that it is not postdated and that we may deposit any postdated check on the day we receive it.

Payment Allocation: We apply payments up to the Minimum Payment Due and credits at our discretion, which may result in balances at lower APRs being paid first and higher interest charges. Payments over the Minimum Payment Due will be applied to balances with higher APRs first.

Collecting, Sharing, and Updating Information

Customer Privacy: We send you our Privacy Policy when you open your Account and thereafter in accordance with applicable law. It summarizes the personal information we collect; how we safeguard its confidentiality and security; when it may be shared with others; and how you can limit our sharing of this information. You accept the terms of our Privacy Policy when you use the Account. Contact us or visit CreditOne.com if you would like a copy.

Information About You: You authorize us to obtain and/or use information about you from third parties and credit reporting agencies to: (1) verify your identity and/or conduct investigative inquiries; (2) determine your income and credit eligibility; (3) review your Account and provide renewal of credit; (4) verify your current credit standing in order to present future credit limit increases or decreases; (5) qualify you for and present additional lines of credit or other offers; and (6) collect amounts owing on your Account. Upon request, we will tell you the name and address of any credit reporting agency that provided us with information concerning you.

Furnishing Information: We may furnish information concerning your Account or credit file to consumer reporting agencies and others who may properly receive that information. If you believe that information we furnished is inaccurate or incomplete, please write us at Credit One Bank, P. O. Box 98873, Las Vegas, NV 89193-8873. Please include your name, address, home phone number and Account number.

Telephone Calls, Text Messages and Emails Regarding Your Account: You are providing express written permission and consent authorizing Credit One Bank and our agents, servicers, contractors, subsidiaries, affiliates, officers, and other partners and employees to contact you at any phone number (including mobile, cellular/wireless, or similar devices) or email address you provide at any time, for any lawful purpose. The ways in which we may contact you include live operator, automatic telephone dialing systems (auto-dialer), prerecorded and artificial voice message, text/SMS message or email. Phone numbers and email addresses you provide include those you give to us, those from which you, or someone acting on your behalf, contact us or which we obtain through other means. If you provide a phone number for which you are not the owner, you confirm you are authorized to provide that number. Such lawful purposes include, but are not limited to: obtaining information; activation of the card for verification and identification purposes; account transactions or servicing related matters; suspected fraud or identity theft; collection on the Account; and providing information about special products and services. You agree to pay any fee(s) or charge(s) that you may incur for incoming communications from us or outgoing communications to us, to or from any such number or email address, without reimbursement from us.

Communication Revocation: You may revoke your authorization for most communications. However, you cannot revoke authorization for fraud related communications or legally required communications. To change your communication preferences or to revoke consent you must write us. Please:

- include your name, mailing address, and the last four digits of your Account number;
- specify whether you are changing your preferences regarding mail, telephone calls, emails, and/or text or SMS messages;
- provide the specific phone number(s) and/or email address for which you are requesting communications to cease;
- send this written notice to: Credit One Bank, P.O. Box 98873, Las Vegas, NV 89193-8873.

Certain communication preferences can be changed on-line. Please log in to your Account to see if that option is available.

Telephone Monitoring: You agree that we (and our servicers, agents and contractors) may monitor and record any calls between you and us.

Updating Your Phone Number: Notify us immediately if you change mobile or cell phone numbers or plan to give your phone to someone else. It is your responsibility to provide us with a true, accurate and complete mobile number and to maintain and update promptly any changes in this information. You can update your mobile number by calling us at the phone number on the back of your Card.

Indemnification: If you provide telephone number(s) for which you are not the subscriber, or fail to notify us when you cease to be the subscriber for a telephone number you previously gave us, you agree to indemnify us, our subsidiaries, affiliates, officers, agents, servicers, contractors, and other partners and employees for any costs and expenses, including reasonable attorneys' fees, incurred as a result of us contacting or attempting to contact you at the number(s). Your obligation under this paragraph shall survive termination of the Agreement.

Account Closure

Default: You are in default under this Agreement if (1) bankruptcy or another insolvency proceeding is filed by or against you; (2) we reasonably believe you are unable or unwilling to repay us; (3) you die or are legally incompetent or incapacitated; (4) you fail to comply with the terms of this Agreement, including failing to make a required payment when due, exceeding your credit limit or using your Card or Account for an illegal transaction; (5) you give us misleading, false, incomplete or incorrect information or fail to give us any information we deem necessary; or (6) if you no longer permanently reside in one of the 50 states or the District of Columbia. If you are in default, we may declare the entire Account balance immediately due and payable without advance notice.

Collection Costs: If we use an attorney to collect your Account, we may charge you our legal costs as permitted by law. These include reasonable attorneys' fees, court or other collection costs, and fees and costs of any appeal.

Closing Your Account: You may close your Account at any time. You will remain responsible for any amount you owe us under this Agreement. Any joint Cardholder may cancel a joint Account. However, both of you will remain responsible for paying all amounts owed. If your Account is subject to an Annual Fee, the fee will continue to be charged until you pay your outstanding balance in full.

We may cancel, suspend or not renew your Card, Account, or access to the credit line at any time and for any reason without notice. If your Account is closed by us, the Annual Fee will continue to be charged until you pay your outstanding balance in full.

However, when your Account is closed, if there is: (1) a debit balance of \$1 or less, that balance will be rounded to zero and you will not be required to pay this amount; or (2) a credit balance of \$1 or less, that balance will be rounded to zero and this amount will not be refunded to you. The rounding to zero may occur after your closing statement cycles, and you may not receive a statement reflecting the rounding.

Arbitration Agreement

PLEASE READ CAREFULLY—IMPORTANT—AFFECTS YOUR LEGAL RIGHTS

This agreement to arbitrate provides that you or we can require controversies or disputes between us to be resolved by BINDING ARBITRATION. You have the right to REJECT this agreement to arbitrate by using the procedure explained below.

If you do not reject this agreement to arbitrate, you GIVE UP YOUR RIGHT TO GO TO COURT and controversies or disputes between us will be resolved by a NEUTRAL ARBITRATOR INSTEAD OF A JUDGE OR JURY, using rules that are simpler and more limited than in a court. Arbitrator decisions are subject to VERY LIMITED REVIEW BY A COURT. Arbitration will proceed INDIVIDUALLY— CLASS ACTIONS AND SIMILAR PROCEDURES WILL NOT BE AVAILABLE TO YOU.

Agreement to Arbitrate: You and we agree that either you or we may, without the other's consent, require that controversies or disputes between you and us (all of which are called "Claims"), be submitted to mandatory, binding arbitration. This agreement to arbitrate is made pursuant to a transaction involving interstate commerce, and shall be governed by, and enforceable under, the Federal Arbitration Act (the "FAA"), 9 U.S.C. §1 et seq., and (to the extent State law is applicable), the laws of the State of Nevada.

For purposes of this agreement to arbitrate, "you" includes you, any co-applicant, any Authorized User (including Additional Cardholders), or anyone else connected with you or claiming through you; and "we" or "us" includes Credit One Bank, N.A., all of its parents, subsidiaries, affiliates, successors, predecessors, employees, and related persons or entities, and all third parties who are regarded as agents or representatives of us in connection with the subject matter of the claim or dispute at issue.

Covered Claims: Claims subject to arbitration include, but are not limited to, any controversies or disputes arising from or relating in any way to your Account; any transactions involving your Account; any disclosures made to you concerning your Account; any interest, charges, or fees assessed on your Account; any service(s) or programs related to your Account; and, if permitted by the rules of the arbitration forum, any collection of debt related to your Account. Claims also include controversies or disputes arising from or relating in any way to advertising, solicitations, or any application for, approval of, or establishment of your Account. Claims subject to arbitration include any controversies or disputes based on any theory of law, whether contract, tort, statute, regulation, common law, or equity, or whether they seek legal or equitable remedies. All Claims are subject to arbitration whether they arose in the past, may currently exist, or may arise in the future. Arbitration will apply even if your Account is closed, you pay us in full any outstanding debt you owe, or you file for bankruptcy. Also, controversies or disputes about the validity, enforceability, coverage, meaning, or scope of this agreement to arbitrate or any part thereof are subject to arbitration and are for the arbitrator to decide. Any questions about what Claims are subject to arbitration shall be resolved by interpreting this agreement to arbitrate in the broadest way the law will allow it to be enforced.

Claims Not Covered: Claims (whether brought initially or by counter or cross-claim) are not subject to arbitration if they are filed by you or us in a small claims court, so long as the case remains in such court and only individual claims for relief are advanced in the case.

No Class Arbitration or Consolidation or Joinder of Parties: Class actions and other similar procedures in which individuals seek to represent similarly situated individuals or seek relief on behalf of the general public, and consolidation or joinder of Claims (except for claimants on the same account), are NOT available under this agreement to arbitrate. Claims in arbitration will proceed on an INDIVIDUAL basis only :

UNLESS YOU REJECT THIS AGREEMENT TO ARBITRATE, YOU AND WE WAIVE THE RIGHT TO ASSERT OR PARTICIPATE IN A CLASS ACTION OR ANY REPRESENTATIVE OR CONSOLIDATED PROCEEDING IN COURT OR IN ARBITRATION.

The arbitrator shall have no authority to entertain any Claim as a class action or private attorney general action or on any other similar representative basis, nor shall the arbitrator have any authority to consolidate or join Claims brought by separate claimants (except for claimants on the same account). This also means that the arbitrator shall have no authority to make any award for the benefit of, or against, any person other than the individual who is the named party.[†]

†Notice to California Account Holders: This agreement to arbitrate shall not be construed to prevent you from seeking in the arbitration the remedy of public injunctive relief if (a) you reside in California, (b) you resided in California at the time you entered into this agreement to arbitrate, or (iii) the billing address for your Account is a California address (hereafter, "California Account Holder").

Initiation of Arbitration: The arbitration shall be administered by the American Arbitration Association ("AAA") before a single arbitrator under the AAA's Consumer Arbitration Rules, or by a mutually agreeable administrator, before a single arbitrator, as modified by this arbitration provision. Information about the arbitration process for AAA can be obtained from the AAA at www.adr.org. The arbitrator shall be selected from the AAA (or mutually agreeable administrator) panel of neutrals then active on the roster maintained by the AAA (or mutually agreeable administrator) office located in the city of or nearest to your billing address and, unless otherwise mutually agreed, the arbitrator shall be a retired federal judge, a retired state appellate judge, a retired state trial judge, or a lawyer with at least 15 years of experience in that order of preference. In the event that the AAA or mutually agreeable administrator is unable or unwilling to handle the Claim for any reason, then the matter shall be arbitrated instead by a neutral arbitrator selected by agreement of the parties (or, if the parties cannot agree, selected by a court in accordance with the FAA).

Arbitration Procedures and Applicable Law; Offer of Settlement: Unlike a lawsuit in state or federal court, arbitration is conducted by a private organization that specializes in alternative dispute resolution. Disputes in arbitration are decided by a neutral arbitrator instead of a judge or jury. You may represent yourself in arbitration, or you may be represented by a lawyer.

Under this agreement to arbitrate, a single arbitrator designated by the arbitration administrator will decide the Claim under applicable law. The arbitrator is bound by the terms of this agreement to arbitrate. The AAA or mutually agreeable administrator will apply its code of procedures in effect at the time the arbitration claim is filed. If there is a conflict between that code of procedures and this arbitration provision and/or any sections of this Card Agreement, this arbitration provision and/or this Card Agreement will control. The arbitrator will honor all claims of privilege recognized by law. Subject to the prohibition on class, representative, and consolidation procedures set forth above, the arbitrator will have the power to award to a party any damages or other relief (including relief in equity) provided for under applicable law. That is, a party will be entitled to recover in arbitration any damages or other relief that it could recover if it prevailed in a court proceeding. An arbitrator's award shall consist of a written statement setting forth the disposition of each Claim. At the request of any party, the arbitrator shall also set forth a written explanation of the essential findings and conclusions on which the award is based. An arbitration award shall decide the rights and obligations only of the parties named in the arbitration, and shall not have any bearing on another person or dispute.

If your Claim is for \$10,000 or less, you may choose whether the arbitration will be conducted solely on the basis of documents, in a telephonic hearing, or in an in-person hearing.

Any in-person hearing will take place in the federal judicial district that includes your billing address at the time the Claim is filed, unless the parties agree to a different place.

The Arbitrator's Decision: The arbitrator's decision will be final and binding on the parties. A party can file a written appeal to the arbitration administrator within thirty (30) days after an award is issued. The appeal will proceed before a panel of three neutral arbitrators designated by the same arbitration administrator. The panel will decide anew all factual and legal issues, following the same rules of procedure, by majority vote any aspect of the original decision objected to. The costs of such an appeal will be borne in accordance with the below paragraph entitled "Fees and Costs". Any review by a court shall be governed by the Federal Arbitration Act. Any final arbitration award will be binding on the named parties and enforceable by any court having jurisdiction.

Fees and Costs: We will pay any costs that are required to be paid by us under the arbitration administrator's rules of procedure. If you file the arbitration, you will pay your share of the initial filing fee, unless you seek and qualify for a fee waiver under the applicable rules of the arbitration administrator. The party filing an appeal shall be responsible for all filing fees and costs of the appeal unless prohibited by administrator's rules of procedure. All parties are responsible for their own attorney's fees, expert fees and any other expenses, unless the arbitrator awards such fees or expenses to you or us if allowed by applicable law.

Other Parties Subject to this Agreement to Arbitrate: In addition to you and us, the rights and duties described in this agreement to arbitrate apply to: any third party co-defendant of a claim subject to this arbitration provision; all joint account holders, Additional Cardholders, and Authorized Users of your Account(s).

How to REJECT this Agreement to Arbitrate: You can reject this agreement to arbitrate but only if we receive from you a written notice of rejection within 45 days after it was first provided to you. To reject this agreement to arbitrate you must send the notice of rejection to: Credit One Bank, Attention: Arbitration Opt Out, P. O. Box 98873, Las Vegas, NV 89193-8873. Rejection notices sent to any other address will not be accepted or effective. If you decide to reject this agreement to arbitrate in writing, your notice must state that you reject this agreement to arbitrate and include your name, address, account number, and personal signature. Rejection of arbitration will not affect your other rights or responsibilities under this Card Agreement.

Survival, Severability, and Amendment of Terms:

Survival. This agreement to arbitrate shall survive changes in the Agreement and termination of the Account or the relationship between you and us, including the bankruptcy of any party and any transfer or sale of your Account, or amounts owed on your Account, to another person or entity.

Severability. If any part or parts of your agreement to arbitrate are declared unenforceable, then such specific part or parts shall be of no force or effect and shall be severed, but the remainder of this agreement to arbitrate shall continue in full force and effect. If, however, the entire agreement to arbitrate or your waiver of the right to bring or participate in a class or representative action or in consolidation procedures is unenforceable, then the agreement to arbitrate shall be of no force or effect. Notwithstanding the preceding sentence, with respect to California Account Holders, if arbitration is unenforceable, in whole or in part, you and we agree to resolve any Claim by a judicial reference proceeding as described above.

Amendment in Writing Only. This agreement to arbitrate may not be amended, severed, or waived, except as expressly provided in the Agreement or in a written agreement between you and us.

Other Information

Transactions in Foreign Currencies: If you make a transaction at a merchant that settles in a currency other than U.S. dollars, Mastercard International Incorporated or Visa Incorporated will convert that charge into a U.S. Dollar amount. That conversion will be done at a rate selected by Mastercard or Visa from the range of rates available in wholesale currency markets for the applicable central processing date, which rate may vary from the rate Mastercard or Visa itself receives, or the government-mandated rate in effect for the applicable central processing date. The currency conversion rate used on the processing date may differ from the rate that would have been used on the purchase date or on the date the transaction is posted to your Account. You agree to pay the converted amount, including any charges for the conversion that may be imposed as described above.

Changes to Your Agreement: The rates, fees and terms of this Agreement may change and we may add or delete any term to this Agreement consistent with applicable law. We will give you advance written notice of these changes and a right to reject the change, if required by law.

Unauthorized Use: Notify us immediately if your Card is lost or stolen or you suspect that someone is using your Card or Account without your permission.

Assignment: We may assign any or all of our rights and obligations under this Agreement. You may not assign any of your rights or obligations under this Agreement.

No Waiver: We will not lose our rights under this Agreement because we delay or do not enforce them.

Governing Law: This Agreement is governed by and interpreted in accordance with the laws applicable to national banks, and, where no such laws apply, by the laws of the State of Nevada, excluding the conflicts of law provisions thereof, regardless of your state of residence.

Conformance with Law; Severability: If any part of this Agreement conflicts with applicable law, that provision will be considered modified to conform to applicable law. If any part of this Agreement is invalid, the rest shall remain in effect, except as otherwise noted in the Arbitration Provision.

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 the Billing Inquiries address on the statement.

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 \$50.00 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 \$50.00. (Note: Neither of these are necessary if your purchase was based on an advertisement we mailed to you, or if we own or operate 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 the Billing Inquiries address shown on your statement.

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

Cash Back Rewards Program Supplement

This Supplement describes the terms and conditions of the Credit One Bank Cash Back Rewards Program ("Program") and supplements the Card Agreement that governs your credit card account issued by Credit One Bank, N.A. (the "Account"). By using the Account, you agree to participate in the Program. Your participation is subject to the terms of the Card Agreement, including the arbitration provision, if applicable, and this Supplement. In the event of a conflict between the Card Agreement and this Supplement, with respect to matters relating to the Program, this Supplement controls.

Earning Cash Back Rewards: You earn cash back rewards in the form of an automatic statement credit equal to 2% of Net Eligible Purchases (as defined below) made with your Account. You do not earn cash back rewards on Cash Advances, Balance Transfers, interest, fees, and other charges. We will post a statement credit to your Account within seven days after the end of the month based on the Net Eligible Purchases made with your Account from the 27th of the previous month to the 26th of the current month. If your Account is in default, as defined in your Card Agreement, at the time the credit is to be posted, you WILL NOT receive the credit. Cash back rewards have no cash value.

Merchant Categories: Merchants who accept credit cards are assigned a merchant code, which is determined by the merchant or its processor in accordance with the applicable credit card network's procedures based on the kinds of products and services they primarily sell. We have no control over merchant codes. Please note:

- We make every effort to include all relevant merchant codes in our cash back rewards categories. However, even though a merchant or some of the items that it sells may appear to fit within a cash back rewards category, the merchant may not have a merchant code in that category. When this occurs, Purchases with that merchant won't qualify for cash back rewards offers on Purchases in that category.
- Although a merchant or the items that it sells may appear to fit the cash back rewards categories, the merchant may not have or use an eligible Code. Purchases made without an eligible code WILL NOT qualify for cash back rewards. A merchant with more than one location may submit Purchases using different codes, including codes that are not eligible under this Program. This means that Purchases from the same merchant at a different location may result in no cash back rewards.
- Purchases submitted by you, an authorized user, or the merchant through third-party payment accounts, mobile or wireless card readers, online or mobile digital wallets, or similar technology will not qualify in a cash back rewards category if the technology is not set up to process the purchase in that cash back rewards category.

Eligible Purchases: Eligible Purchases are Purchases from merchants in the following categories:

- gasoline,
- grocery (grocery Purchases do not include Purchases at superstores, at stores that sell groceries and other products like drug stores and convenience stores; or at smaller stores like bakeries, candy, nut or confection stores),
- mobile phone service, and
- internet, cable and satellite TV service.

Purchases That Are Not Eligible: Purchases from the following types of merchants are not eligible for cash back rewards:

- oil, propane, home heating companies,
- PayPal,
- warehouse clubs (including but not limited to Sam's Club and Costco),
- discount supercenters (including but not limited to Wal-Mart and Target).

Net Eligible Purchases: Net Eligible Purchases are Eligible Purchases minus any returns, disputed charges, unauthorized charges, illegal or fraudulent charges or other credits for such Purchases.

Program Restrictions: You will receive an automatic cash back rewards credit on each statement that has at least one Net Eligible Purchase. Automatic statement credits for cash back rewards will reduce the balance on your Account but will not count as payments. You will still be required to pay at least the Minimum Payment Due as shown on your billing statement each month. You WILL NOT earn cash back rewards for Purchases made while your Account is in default as defined within your Card Agreement. This Program excludes Accounts already enrolled in a different Credit One Bank cash back rewards program.

Changes: The Program may be changed (added to, modified or deleted) by us at any time, including without limitation amendments to the definition of Eligible Purchases. We will give you prior notice to the extent required by law. Any revisions may affect your ability to earn cash back rewards.

Termination: We may suspend or terminate the Program or your participation in the Program at any time without prior notice. In such event, we will evaluate your Account for any eligible cash back rewards as of the Program termination date. Provided that you meet all of the other Program Restrictions listed above at that time, you will receive a distribution of the cash back rewards earned during the current billing period in the form of a statement credit.

Limited Liability: Unless otherwise required by law, this Program, or our Card Agreement with you, we will not be liable to you or anyone making a claim on your behalf, in connection with: (1) any change or termination of the Program; (2) any loss, damage, expense or inconvenience caused

by any occurrence outside of our control; (3) any taxes that you incur as a result of receiving cash back rewards, payment of which taxes will be your responsibility; (4) any merchandise or services you purchase, or for any direct, indirect or consequential damages with respect to the use of your Account. In any event, any liability that CreditOne Bank may have to you in connection with the Program shall be limited to the amount of any cash back rewards you have earned in this Program. The Program and cash back rewards are void or limited where prohibited or restricted, respectively, by federal, state or local law.

Pricing Summary

Interest Rates and Interest Charges	
ANNUAL PERCENTAGE RATE (APR) for Purchases	24.40% This APR will vary with the market based on the Prime Rate.
ANNUAL PERCENTAGE RATE (APR) for Balance Transfers	24.40% This APR will vary with the market based on the Prime Rate.
ANNUAL PERCENTAGE RATE (APR) for Cash Advances	24.40% This APR will vary with the market based on the Prime Rate.
Paying Interest	Your due date is at least 24 days after the close of each billing cycle. We will not charge you any interest on Purchases if you pay your entire balance by the due date each month. We will begin charging interest on Cash Advances and Balance Transfers from the posting date.
Minimum Interest Charge	If you are charged interest, the charge will be no less than \$1.00.
For Credit Card Tips from the Consumer Financial Protection Bureau	To learn more about factors to consider when applying for or using a credit card, visit the website of the Consumer Financial Protection Bureau at http:// www.consumerfinance.gov/learnmore .
Fees	
Annual Fee	\$39
Transaction Fees • Balance Transfer • Cash Advance • Foreign Transaction	Either \$5 or 8% of the amount of each Balance Transfer, whichever is greater. Either \$5 or 8% of the amount of each Cash Advance, whichever is greater. Either \$1 or 3% of the amount of each purchase in U.S. dollars, whichever is greater.
Penalty Fees • Late Payment • Returned Payment	Up to \$39* Up to \$39**

How We Will Calculate Your Balance: We use a method called “average daily balance (including new Purchases).” See your Card Agreement for more details.

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

***Late Payment Fee:** We will charge the maximum safe harbor amount, which is set annually in accordance with 12 C.F.R 1026.52(b)(1)(ii)(D). Currently the fee is \$28, unless you incurred a Late Payment Fee during the prior six billing cycles. If you did, the fee is currently \$39. This fee will not exceed the related Minimum Payment that was due. We charge a Late Payment Fee to your Account if at least the Amount Due This Period (less any Late

Payment Fee for the current billing cycle) plus any Past Due Amount is not received by 5:00 p.m. PT on the Payment Due Date shown on your statement.

****Returned Payment Fee:** We will charge the maximum safe harbor amount, which is set annually in accordance with 12 C.F.R 1026.52(b)(1)(ii)(D). If a payment is not honored upon first presentment, even if the payment is later honored, a Returned Payment Fee will be charged to your Account. Currently, the fee is \$28, unless you incurred a Returned Payment Fee in the prior six billing cycles. If you did, the fee is currently \$39. This fee will not exceed the related Minimum Payment that was due.

Additional Rate Information: The Purchase, Balance Transfer and Cash Advance APR equals the Prime Rate plus a margin of 21.15%. This corresponds to a monthly periodic rate of 2.03333%.

Minimum Payments: You may pay the entire New Balance shown on your billing statement at any time. Each billing period you must pay at least the Minimum Payment Due by the Payment Due Date shown on your billing statement. The Minimum Payment Due will be the sum of:

- 5% of your outstanding balance, rounded up to the next whole dollar, or \$30, whichever is greater;
- any Late Payment Fee for the current billing cycle;
- and any Past Due Amount (excluding any past due Late Payment Fees).

The Agreement

This Agreement, together with the Pricing Summary, is your contract with us.

Accepting this Agreement: You accept this Agreement when you use the Account. You may still reject this Agreement if you have not yet used the Card, used the Account, or paid a fee after receiving a billing statement. To reject the Agreement, call us at 866-515-5721 or write us at Bank Card Center, P.O. Box 95516, Las Vegas, NV 89193-5516. If you reject the Agreement, you are not responsible for any fees or charges.

Arbitration: This Agreement includes an Arbitration Provision with class action and jury trial waivers. You can reject the Arbitration Provision. See "How to REJECT this agreement to arbitrate" in the Arbitration section. If you do not, it will be part of this Agreement.

Promise to Pay: You agree to pay us for all amounts due on your Account, including credit for Purchases, Balance Transfers, and Cash Advances, as well as interest charges and fees. This includes charges made by Additional Cardholders and other Authorized Users.

Definitions

Account means the Credit One Bank card account under this Agreement.

Authorized User means any person you allow to use your Account or Card, including Additional Cardholders. If the Authorized User has been issued a Card and you want to terminate the Authorized User, you must notify us by telephone or in writing.

Balance Transfer means a transaction we designate that allows you to use your Account to pay another creditor or yourself. Balance Transfers cannot be used to pay us or our affiliates. A Balance Transfer will be subject to the terms of the Balance Transfer offer and this Agreement.

Card refers to one or more cards or access devices, including your Account number, that we give you or someone else with your authorization to get credit under this Agreement.

Cardholder refers to each person with a card issued in their name.

Cash Advance means the use of your Account to obtain funds at a financial institution or the use of a Convenience Check.

Convenience Check means a check we issue to you to take a Cash Advance. You may not use these checks to pay us or our affiliates.

Purchase means the use of the Account to obtain goods or services.

Prime Rate means the highest U.S. Prime Rate in the Money Rates section of The Wall Street Journal on the 25th day of the month, or the next day if that day is not a publication day. If The Wall Street Journal does not publish the U.S. Prime Rate, we may substitute another index.

we, us, our, and **Credit One Bank** refer to Credit One Bank, N.A., the issuer of your Card.

you, and **your** refer to each person who has applied for the Account and where appropriate, the Authorized User.

Features and Use of Your Account

Using Your Card: You may make Purchases wherever the Card is accepted. You may use the Account to obtain Cash Advances, but you may not make more than two Cash Advance transactions per day and you may not obtain more than \$200 in Cash Advances per day. You may use the Account for only personal, family, household, or charitable purposes, and if your Account is used for any other purpose you are still responsible for such use. You may not use the Account for business or commercial purposes. The Account may not be used for online or internet gambling or illegal purposes.

Your Credit Limit: We will tell you your credit limit. Keep your Account balance below your credit limit. If you do not, you must still pay us. We may designate part of your credit limit as a Cash Advance limit and part as a Balance Transfer limit. We may change your credit limit(s) at any time, without notice. You may use a portion of your credit limit for Cash Advances and Balance Transfers. Each Purchase, Cash Advance, and Balance Transfer obtained will reduce the amount of available credit under your credit limit until it is repaid. We may delay increasing your available credit by the amount of any payment that we receive for up to 12 calendar days.

Credit Limit Increase: To request a credit limit increase contact the Customer Service number on your statement. We may impose a fee for processing the request.

Credit Authorizations: We may decline to authorize a transaction for any reason. We will not be liable to you if we decline a transaction or if anyone refuses any use of your Card.

Automatic Billing: You may set up automatic billing with a merchant. You authorize us to provide an updated Account number or Card expiration date to any merchant at our discretion. Contact the merchant to stop automatic billing.

Joint Accounts: If this is a joint account, each of you is responsible individually and together for all amounts owed. Each of you is responsible even if the Account is used by only one of you. You will continue to be liable for the entire balance of the Account, even if your co-applicant is ordered by a court to pay us. You will remain liable to us if your co-applicant fails to pay as ordered by the court. Your Account status will continue to be reported to the credit reporting agencies under each of your names. The delivery of notices or billing statements to either of you serves as delivery to each of you. We may rely on instructions given by either of you. We are not liable to either of you for relying upon such instructions.

Electronic Access: Applications (apps) on electronic devices (such as mobile wallets) can store your Card and can be used to get credit under this Agreement. Such transactions are covered by this Agreement. Apps may have separate terms of use. We are not responsible if you violate those terms or for any consequences from violating those terms.

Additional Cardholder: At your request, we may, at our discretion, issue, in the name of another person, an additional Card on your Account. That person is an Additional Cardholder, as well as an Authorized User. An Additional Cardholder has access to certain Account information including balance, available credit and payment information. If you advise us that the Additional Cardholder is your spouse, information regarding the Account will be provided to consumer reporting agencies in your name as well as in the name of the Additional Cardholder. By requesting that we add an Additional Cardholder to your Account, you represent that you (1) have the consent of the Additional Cardholder to be added to the Account, (2) have provided a copy of this Agreement to the Additional Cardholder, and (3) if the Additional Cardholder is your spouse, you have told the Additional Cardholder that Credit One Bank will furnish credit information about them to the credit reporting agencies in connection with the Account. The Additional Cardholder may report the Card lost or stolen and may remove him or herself from the Account.

Interest Rates and Interest Changes

Annual Percentage Rates (APRs): See the Pricing Summary for your APRs. The APR for Balance Transfers will be the same as the APR for standard Purchases, unless a promotional rate applies.

Variable Rates: Your Pricing Summary indicates whether you have any variable APRs. Variable APRs are determined by adding to the Prime Rate the number of percentage points ("margin") specified in the Pricing Summary. Variable APRs will increase or decrease when the Prime Rate changes. The APR change will take effect beginning with billing cycles that end on or after the first day of the month after the month in which the Prime Rate changes. An increase in the APR will increase your interest charges and may increase your Minimum Payment Due.

Average Daily Balance Method (including new transactions): We calculate interest each billing cycle by first figuring the "average daily balance" for each type of balance. Standard Purchases, standard Cash Advances, standard Balance Transfers, and each promotional offer, are all types of balances.

For each type of balance, for each billing cycle, we start with the balance on the last day of your previous billing cycle. We subtract any unpaid interest. This is the beginning balance each day. Each day of the billing cycle we subtract any new payments and credits applied to that type of balance. We

add any new transactions and fees for that type of balance. We add Purchases, Cash Advances, and Balance Transfers on the post date. We add transaction fees on promotional rate and non-promotional rate Balance Transfers to the same type of balance as the transaction. We add all other fees to the standard Purchase balance. This gives us the daily balance for that type of balance, except that if the daily balance is negative, we treat it as zero. We then add up all of the daily balances and divide by the number of days in the billing cycle. This gives us the "average daily balance" for that type of balance. We multiply the average daily balance by the applicable monthly periodic rate (the APR divided by 12). This gives us the interest charged for that type of balance for that billing cycle. This interest is included in the Account balance on the last day of the billing cycle. The results for all types of balances are then added together to determine the total interest charged that billing cycle.

When Interest Begins: We begin to impose interest on a transaction or fee from the day we add it to the daily balance. We continue to impose interest until you pay the total amount you owe us. You can avoid paying interest on Purchases as described below. However, you cannot avoid paying interest on Balance Transfers or Cash Advances.

How to Avoid Paying Interest on Purchases ("Grace Period"): If you pay the New Balance on your billing statement by the Payment Due Date shown on that billing statement, we will not impose interest on new Purchases paid by the Payment Due Date on your current billing statement. The Payment Due Date will be at least 24 days after the close of the billing cycle. If you have been paying your Account balance in full and thereby avoiding interest on Purchases, but then do not pay the next New Statement Balance in full by the Payment Due Date, in that billing cycle we will start charging interest on the unpaid portion of your balance.

Fees

See the Pricing Summary for additional Fee information.

Annual Fee: If your Account is subject to an Annual Fee, the amount and when it is billed is shown on the Pricing Summary. The Annual Fee is billed to the Account until the Account is closed and the outstanding balance is paid in full. The Annual Fee is refundable as long as you cancel your Account and have not used your card for any Purchases, Cash Advances, or Balance Transfers and you have not made a payment.

Credit Limit Increase Fee: If a fee is imposed for processing a Credit Limit increase request, we will tell you the amount of the fee at the time of your request and before you agree to it.

Transaction Fee for Balance Transfers: The transaction fee for Balance Transfers will be the same as the transaction fee for Cash Advances, unless a promotional fee applies.

Foreign Transaction Fee: We add this fee for each purchase made outside the U.S. (A purchase is made outside the U.S. unless it is made with a U.S. merchant, processed completely in the U.S., and in U.S. dollars.) The fee is a percentage of the U.S. dollar amount of the purchase. American Express charges a foreign currency conversion fee of 1% of the amount of the transaction in U.S. dollars. This fee is included as part of the Foreign Transaction Fee listed in the Pricing Summary.

Optional Express Payment Service Fee: If a representative of ours helps expedite your payment, we may impose an Express Payment fee. You will be informed of the amount of the fee before you complete the transaction.

Duplicate Statement Fee: If you request a duplicate copy of a monthly statement, for any purpose other than to assert a billing error, you will be charged a fee of up to \$10 for each statement copy requested.

Sales Slip Request Fee: If you request a copy of a sales slip, for any purpose other than to resolve a dispute about the charges on your Account, you will be charged a fee of \$6 for each sales slip copy requested.

Replacement Card Fee: If you request a replacement card, a Replacement Card Fee of up to \$25 may be charged to your Account.

Payments

Minimum Payment Due: See the Pricing Summary for the minimum payment requirements.

Small Balances: As it is uneconomical for both you and us to process payments or maintain credits that are \$1 or less in amount, you agree as follows:

- (1) In any billing cycle in which you have had no transactions and your New Balance on the billing date is \$1 or less, the balance will be rounded to zero and you will not receive a bill for this amount.
- (2) In the event that you have a credit balance of \$1 or less for two consecutive billing cycles, the balance will be rounded to zero and you will not receive a refund of this amount.

Payment Instructions: You must pay us in U.S. dollars, in funds on deposit in the U.S. We credit your payments in accordance with the terms contained on your billing statement. If you mail your payment to an address other than the address designated on your billing statement, there may be a delay in processing and crediting the payment to your Account.

Irregular Payments: Any payment submitted in offer of settlement of a disputed debt, including any item containing a notation such as "paid in full," and any other item with a restrictive endorsement, must be sent to: Credit One Bank, P.O. Box 95516, Las Vegas, NV 89193-5516. We can accept late payments, partial payments, and checks or other items with restrictive endorsements at any other address without losing any of our rights under this Agreement.

Postdated Checks: You agree that we need not examine any payment check to confirm that it is not postdated and that we may deposit any postdated check on the day we receive it.

Payment Allocation: We apply payments up to the Minimum Payment Due and credits at our discretion, which may result in balances at lower APRs being paid first and higher interest charges. Payments over the Minimum Payment Due will be applied to balances with higher APRs first.

Collecting, Sharing, and Updating Information

Customer Privacy: We send you our Privacy Policy when you open your Account and thereafter in accordance with applicable law. It summarizes the personal information we collect; how we safeguard its confidentiality and security; when it may be shared with others; and how you can limit our sharing of this information. You accept the terms of our Privacy Policy when you use the Account. Contact us or visit CreditOne.com if you would like a copy.

Information About You: You authorize us to obtain and/or use information about you from third parties and credit reporting agencies to: (1) verify your identity and/or conduct investigative inquiries; (2) determine your income and credit eligibility; (3) review your Account and provide renewal of credit; (4) verify your current credit standing in order to present future credit limit increases or decreases; (5) qualify you for and present additional lines of credit or other offers; and (6) collect amounts owing on your Account. Upon request, we will tell you the name and address of any credit reporting agency that provided us with information concerning you.

Furnishing Information: We may furnish information concerning your Account or credit file to consumer reporting agencies and others who may properly receive that information. If you believe that information we furnished is inaccurate or incomplete, please write us at Credit One Bank, P. O. Box 98873, Las Vegas, NV 89193-8873. Please include your name, address, home phone number and Account number.

Telephone Calls, Text Messages and Emails Regarding Your Account: You are providing express written permission and consent authorizing Credit One Bank and our agents, servicers, contractors, subsidiaries, affiliates, officers, and other partners and employees to contact you at any phone number (including mobile, cellular/wireless, or similar devices) or email address you provide at any time, for any lawful purpose. The ways in which we may contact you include live operator, automatic telephone dialing systems (auto-dialer), prerecorded and artificial voice message, text/SMS message or email. Phone numbers and email addresses you provide include those you give to us, those from which you, or someone acting on your behalf, contact us or which we obtain through other means. If you provide a phone number for which you are not the owner, you confirm you are authorized to provide that number. Such lawful purposes include, but are not limited to: obtaining information; activation of the card for verification and identification purposes; account transactions or servicing related matters; suspected fraud or identity theft; collection on the Account; and providing information about special products and services. You agree to pay any fee(s) or charge(s) that you may incur for incoming communications from us or outgoing communications to us, to or from any such number or email address, without reimbursement from us.

Communication Revocation: You may revoke your authorization for most communications. However, you cannot revoke authorization for fraud related communications or legally required communications. To change your communication preferences or to revoke consent you must write us. Please:

- include your name, mailing address, and the last four digits of your Account number;
- specify whether you are changing your preferences regarding mail, telephone calls, emails, and/or text or SMS messages;
- provide the specific phone number(s) and/or email address for which you are requesting communications to cease;
- send this written notice to: Credit One Bank, P.O. Box 98873, Las Vegas, NV 89193-8873.

Certain communication preferences can be changed on-line. Please log in to your Account to see if that option is available.

Telephone Monitoring: You agree that we (and our servicers, agents and contractors) may monitor and record any calls between you and us.

Updating Your Phone Number: Notify us immediately if you change mobile or cell phone numbers or plan to give your phone to someone else. It is your responsibility to provide us with a true, accurate and complete mobile number and to maintain and update promptly any changes in this information. You can update your mobile number by calling us at the phone number on the back of your Card.

Indemnification: If you provide telephone number(s) for which you are not the subscriber, or fail to notify us when you cease to be the subscriber for a telephone number you previously gave us, you agree to indemnify us, our subsidiaries, affiliates, officers, agents, servicers, contractors, and other partners and employees for any costs and expenses, including reasonable attorneys' fees, incurred as a result of us contacting or attempting to contact you at the number(s). Your obligation under this paragraph shall survive termination of the Agreement.

Account Closure

Default: You are in default under this Agreement if (1) bankruptcy or another insolvency proceeding is filed by or against you; (2) we reasonably believe you are unable or unwilling to repay us; (3) you die or are legally incompetent or incapacitated; (4) you fail to comply with the terms of this Agreement, including failing to make a required payment when due, exceeding your credit limit or using your Card or Account for an illegal transaction; (5) you give us misleading, false, incomplete or incorrect information or fail to give us any information we deem necessary; or (6) if you no longer permanently reside in one of the 50 states or the District of Columbia. If you are in default, we may declare the entire Account balance immediately due and payable without advance notice.

Collection Costs: If we use an attorney to collect your Account, we may charge you our legal costs as permitted by law. These include reasonable attorneys' fees, court or other collection costs, and fees and costs of any appeal.

Closing Your Account: You may close your Account at any time. You will remain responsible for any amount you owe us under this Agreement. Any joint Cardholder may cancel a joint Account. However, both of you will remain responsible for paying all amounts owed. If your Account is subject to an Annual Fee, the fee will continue to be charged until you pay your outstanding balance in full.

We may cancel, suspend or not renew your Card, Account, or access to the credit line at any time and for any reason without notice. If your Account is closed by us, the Annual Fee will continue to be charged until you pay your outstanding balance in full.

However, when your Account is closed, if there is: (1) a debit balance of \$1 or less, that balance will be rounded to zero and you will not be required to pay this amount; or (2) a credit balance of \$1 or less, that balance will be rounded to zero and this amount will not be refunded to you. The rounding to zero may occur after your closing statement cycles, and you may not receive a statement reflecting the rounding.

Arbitration Agreement

PLEASE READ CAREFULLY—IMPORTANT—AFFECTS YOUR LEGAL RIGHTS

This agreement to arbitrate provides that you or we can require controversies or disputes between us to be resolved by BINDING ARBITRATION. You have the right to REJECT this agreement to arbitrate by using the procedure explained below.

If you do not reject this agreement to arbitrate, you GIVE UP YOUR RIGHT TO GO TO COURT and controversies or disputes between us will be resolved by a NEUTRAL ARBITRATOR INSTEAD OF A JUDGE OR JURY, using rules that are simpler and more limited than in a court. Arbitrator decisions are subject to VERY LIMITED REVIEW BY A COURT. Arbitration will proceed INDIVIDUALLY— CLASS ACTIONS AND SIMILAR PROCEDURES WILL NOT BE AVAILABLE TO YOU.

Agreement to Arbitrate: You and we agree that either you or we may, without the other's consent, require that controversies or disputes between you and us (all of which are called "Claims"), be submitted to mandatory, binding arbitration. This agreement to arbitrate is made pursuant to a transaction involving interstate commerce, and shall be governed by, and enforceable under, the Federal Arbitration Act (the "FAA"), 9 U.S.C. §1 et seq., and (to the extent State law is applicable), the laws of the State of Nevada.

For purposes of this agreement to arbitrate, "you" includes you, any co-applicant, any Authorized User (including Additional Cardholders), or anyone else connected with you or claiming through you; and "we" or "us" includes Credit One Bank, N.A., all of its parents, subsidiaries, affiliates, successors, predecessors, employees, and related persons or entities, and all third parties who are regarded as agents or representatives of us in connection with the subject matter of the claim or dispute at issue.

Covered Claims: Claims subject to arbitration include, but are not limited to, any controversies or disputes arising from or relating in any way to your Account; any transactions involving your Account; any disclosures made to you concerning your Account; any interest, charges, or fees assessed on your Account; any service(s) or programs related to your Account; and, if permitted by the rules of the arbitration forum, any collection of debt related to your Account. Claims also include controversies or disputes arising from or relating in any way to advertising, solicitations, or any application for, approval of, or establishment of your Account. Claims subject to arbitration include any controversies or disputes based on any theory of law, whether contract, tort, statute, regulation, common law, or equity, or whether they seek legal or equitable remedies. All Claims are subject to arbitration whether

they arose in the past, may currently exist, or may arise in the future. Arbitration will apply even if your Account is closed, you pay us in full any outstanding debt you owe, or you file for bankruptcy. Also, controversies or disputes about the validity, enforceability, coverage, meaning, or scope of this agreement to arbitrate or any part thereof are subject to arbitration and are for the arbitrator to decide. Any questions about what Claims are subject to arbitration shall be resolved by interpreting this agreement to arbitrate in the broadest way the law will allow it to be enforced.

Claims Not Covered: Claims (whether brought initially or by counter or cross-claim) are not subject to arbitration if they are filed by you or us in a small claims court, so long as the case remains in such court and only individual claims for relief are advanced in the case.

No Class Arbitration or Consolidation or Joinder of Parties: Class actions and other similar procedures in which individuals seek to represent similarly situated individuals or seek relief on behalf of the general public, and consolidation or joinder of Claims (except for claimants on the same account), are NOT available under this agreement to arbitrate. Claims in arbitration will proceed on an INDIVIDUAL basis only:

UNLESS YOU REJECT THIS AGREEMENT TO ARBITRATE, YOU AND WE WAIVE THE RIGHT TO ASSERT OR PARTICIPATE
IN A CLASS ACTION OR ANY REPRESENTATIVE OR CONSOLIDATED PROCEEDING IN COURT OR IN ARBITRATION.

The arbitrator shall have no authority to entertain any Claim as a class action or private attorney general action or on any other similar representative basis, nor shall the arbitrator have any authority to consolidate or join Claims brought by separate claimants (except for claimants on the same account). This also means that the arbitrator shall have no authority to make any award for the benefit of, or against, any person other than the individual who is the named party.[†]

†Notice to California Account Holders: This agreement to arbitrate shall not be construed to prevent you from seeking in the arbitration the remedy of public injunctive relief if (a) you reside in California, (b) you resided in California at the time you entered into this agreement to arbitrate, or (iii) the billing address for your Account is a California address (hereafter, "California Account Holder").

Initiation of Arbitration: The arbitration shall be administered by the American Arbitration Association ("AAA") before a single arbitrator under the AAA's Consumer Arbitration Rules, or by a mutually agreeable administrator, before a single arbitrator, as modified by this arbitration provision. Information about the arbitration process for AAA can be obtained from the AAA at www.adr.org. The arbitrator shall be selected from the AAA (or mutually agreeable administrator) panel of neutrals then active on the roster maintained by the AAA (or mutually agreeable administrator) office located in the city of or nearest to your billing address and, unless otherwise mutually agreed, the arbitrator shall be a retired federal judge, a retired state appellate judge, a retired state trial judge, or a lawyer with at least 15 years of experience in that order of preference.

In the event that the AAA or mutually agreeable administrator is unable or unwilling to handle the Claim for any reason, then the matter shall be arbitrated instead by a neutral arbitrator selected by agreement of the parties (or, if the parties cannot agree, selected by a court in accordance with the FAA).

Arbitration Procedures and Applicable Law; Offer of Settlement: Unlike a lawsuit in state or federal court, arbitration is conducted by a private organization that specializes in alternative dispute resolution. Disputes in arbitration are decided by a neutral arbitrator instead of a judge or jury. You may represent yourself in arbitration, or you may be represented by a lawyer.

Under this agreement to arbitrate, a single arbitrator designated by the arbitration administrator will decide the Claim under applicable law. The arbitrator is bound by the terms of this agreement to arbitrate. The AAA or mutually agreeable administrator will apply its code of procedures in effect at the time the arbitration claim is filed. If there is a conflict between that code of procedures and this arbitration provision and/or any sections of this Card Agreement, this arbitration provision and/or this Card Agreement will control. The arbitrator will honor all claims of privilege recognized by law. Subject to the prohibition on class, representative, and consolidation procedures set forth above, the arbitrator will have the power to award to a party any damages or other relief (including relief in equity) provided for under applicable law. That is, a party will be entitled to recover in arbitration any damages or other relief that it could recover if it prevailed in a court proceeding. An arbitrator's award shall consist of a written statement setting forth the disposition of each Claim. At the request of any party, the arbitrator shall also set forth a written explanation of the essential findings and conclusions on which the award is based. An arbitration award shall decide the rights and obligations only of the parties named in the arbitration, and shall not have any bearing on another person or dispute.

If your Claim is for \$10,000 or less, you may choose whether the arbitration will be conducted solely on the basis of documents, in a telephonic hearing, or in an in-person hearing.

Any in-person hearing will take place in the federal judicial district that includes your billing address at the time the Claim is filed, unless the parties agree to a different place.

The Arbitrator's Decision: The arbitrator's decision will be final and binding on the parties. A party can file a written appeal to the arbitration administrator within thirty (30) days after an award is issued. The appeal will proceed before a panel of three neutral arbitrators designated by the

same arbitration administrator. The panel will decide anew all factual and legal issues, following the same rules of procedure, by majority vote any aspect of the original decision objected to. The costs of such an appeal will be borne in accordance with the below paragraph entitled "Fees and Costs". Any review by a court shall be governed by the Federal Arbitration Act. Any final arbitration award will be binding on the named parties and enforceable by any court having jurisdiction.

Fees and Costs: We will pay any costs that are required to be paid by us under the arbitration administrator's rules of procedure. If you file the arbitration, you will pay your share of the initial filing fee, unless you seek and qualify for a fee waiver under the applicable rules of the arbitration administrator. The party filing an appeal shall be responsible for all filing fees and costs of the appeal unless prohibited by administrator's rules of procedure. All parties are responsible for their own attorney's fees, expert fees and any other expenses, unless the arbitrator awards such fees or expenses to you or us if allowed by applicable law.

Other Parties Subject to this Agreement to Arbitrate: In addition to you and us, the rights and duties described in this agreement to arbitrate apply to: any third party co-defendant of a claim subject to this arbitration provision; all joint account holders, Additional Cardholders, and Authorized Users of your Account(s).

How to REJECT this Agreement to Arbitrate: You can reject this agreement to arbitrate but only if we receive from you a written notice of rejection within 45 days after it was first provided to you. To reject this agreement to arbitrate you must send the notice of rejection to: Credit One Bank, Attention: Arbitration Opt Out, P. O. Box 98873, Las Vegas, NV 89193-8873. Rejection notices sent to any other address will not be accepted or effective. If you decide to reject this agreement to arbitrate in writing, your notice must state that you reject this agreement to arbitrate and include your name, address, account number, and personal signature. Rejection of arbitration will not affect your other rights or responsibilities under this Card Agreement.

Survival, Severability, and Amendment of Terms:

Survival. This agreement to arbitrate shall survive changes in the Agreement and termination of the Account or the relationship between you and us, including the bankruptcy of any party and any transfer or sale of your Account, or amounts owed on your Account, to another person or entity.

Severability. If any part or parts of your agreement to arbitrate are declared unenforceable, then such specific part or parts shall be of no force or effect and shall be severed, but the remainder of this agreement to arbitrate shall continue in full force and effect. If, however, the entire agreement to arbitrate or your waiver of the right to bring or participate in a class or representative action or in consolidation procedures is unenforceable, then the agreement to arbitrate shall be of no force or effect. Notwithstanding the preceding sentence, with respect to California Account Holders, if arbitration is unenforceable, in whole or in part, you and we agree to resolve any Claim by a judicial reference proceeding as described above.

Amendment in Writing Only. This agreement to arbitrate may not be amended, severed, or waived, except as expressly provided in the Agreement or in a written agreement between you and us.

Other Information

Transactions in Foreign Currencies: If you make a transaction at a merchant that settles in a currency other than U.S. dollars, American Express will convert that charge into a U.S. Dollar amount. That conversion will be done at a rate selected by American Express from the range of rates available in wholesale currency markets for the applicable central processing date, which rate may vary from the rate American Express itself receives, or the government-mandated rate in effect for the applicable central processing date. The currency conversion rate used on the processing date may differ from the rate that would have been used on the purchase date or on the date the transaction is posted to your Account. You agree to pay the converted amount, including any charges for the conversion that may be imposed as described above.

Changes to Your Agreement: The rates, fees and terms of this Agreement may change and we may add or delete any term to this Agreement, consistent with applicable law. We will give you advance written notice of these changes and a right to reject the change, if required by law.

Unauthorized Use: Notify us immediately if your Card is lost or stolen or you suspect that someone is using your Card or Account without your permission.

Assignment: We may assign any or all of our rights and obligations under this Agreement. You may not assign any of your rights or obligations under this Agreement.

No Waiver: We will not lose our rights under this Agreement because we delay or do not enforce them.

Governing Law: This Agreement is governed by and interpreted in accordance with the laws applicable to national banks, and, where no such laws apply, by the laws of the State of Nevada, excluding the conflicts of law provisions thereof, regardless of your state of residence.

Conformance with Law; Severability: If any part of this Agreement conflicts with applicable law, that provision will be considered modified to conform to applicable law. If any part of this Agreement is invalid, the rest shall remain in effect, except as otherwise noted in the Arbitration Provision.

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 the Billing Inquiries address on the statement.

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 \$50.00 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 \$50.00. (Note: Neither of these are necessary if your purchase was based on an advertisement we mailed to you, or if we own or operate 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 the Billing Inquiries address shown on your statement.

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

Cash Back Rewards Program Supplement

This Supplement describes the terms and conditions of the Credit One Cash Back Rewards Program ("Program") and supplements the Card Agreement that governs your credit card account issued by Credit One Bank, N.A. (the "Account"). By using the Account, you agree to participate in the Program. Your participation is subject to the terms of the Card Agreement, including the arbitration provision, if applicable, and this Supplement. In the event of a conflict between the Card Agreement and this Supplement, with respect to matters relating to the Program, this Supplement controls.

Earning Cash Back Rewards: You earn cash back rewards in the form of an automatic statement credit equal to 1% of all Net Purchases made with your Account. You do not earn cash back rewards on Cash Advances, Balance Transfers, interest, fees, and other charges. We will post a statement credit to your Account within seven days after the end of the month based on the Net Purchases made with your Account from the 27th of the previous month to the 26th of the current month. If your Account is in default, as defined in your Card Agreement, at the time the credit is to be posted, you WILL NOT receive the credit. Cash back rewards have no cash value.

Net Purchases: Net Purchases are Purchases minus any returns, disputed charges, unauthorized charges, illegal or fraudulent charges or other credits for such Purchases.

Program Restrictions: You will receive an automatic cash back rewards credit on each statement that has at least one Net Purchase. Automatic statement credits for cash back rewards will reduce the balance on your Account but will not count as payments. You will still be required to pay at least the Minimum Payment Due as shown on your billing statement each month. You WILL NOT earn cash back rewards for Purchases made while your Account is in default as defined within your Card Agreement. This Program excludes Accounts already enrolled in a different Credit One cash back rewards program.

Changes: The Program may be changed (added to, modified or deleted) by us at any time. We will give you prior notice to the extent required by law. The current version of this Program may be found at www.CreditOneBank.com along with the Card Agreement. Any revisions may affect your ability to earn cash back rewards.

Termination: We may suspend or terminate the Program or your participation in the Program at any time without prior notice. In such event, we will evaluate your Account for any eligible cash back rewards as of the Program termination date. Provided that you meet all of the other Program Restrictions listed above at that time, you will receive a distribution of the cash back rewards earned during the current billing period in the form of a statement credit.

Limited Liability: Unless otherwise required by law, this Program, or our Card Agreement with you, we will not be liable to you or anyone making a claim on your behalf, in connection with: (1) any change or termination of the Program; (2) any loss, damage, expense or inconvenience caused by any occurrence outside of our control; (3) any taxes that you incur as a result of receiving cash back rewards, payment of which taxes will be your responsibility; (4) any merchandise or services you purchase, or for any direct, indirect or consequential damages with respect to the use of your Account. In any event, any liability that Credit One may have to you in connection with the Program shall be limited to the amount of any cash back rewards you have earned in this Program. The Program and cash back rewards are void or limited where prohibited or restricted, respectively, by federal, state or local law.

American Express is a federally registered service mark of American Express. This credit card program is issued and administered by Credit One Bank, N.A., pursuant to a license from American Express.

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Pricing Summary

Interest Rates and Interest Charges	
ANNUAL PERCENTAGE RATE (APR) for Purchases	24.40% This APR will vary with the market based on the Prime Rate.
ANNUAL PERCENTAGE RATE (APR) for Balance Transfers	24.40% This APR will vary with the market based on the Prime Rate.
ANNUAL PERCENTAGE RATE (APR) for Cash Advances	24.40% This APR will vary with the market based on the Prime Rate.
Paying Interest	Your due date is at least 24 days after the close of each billing cycle. We will not charge you any interest on Purchases if you pay your entire balance by the due date each month. We will begin charging interest on Cash Advances and Balance Transfers from the posting date.
Minimum Interest Charge	If you are charged interest, the charge will be no less than \$1.00.
For Credit Card Tips from the Consumer Financial Protection Bureau	To learn more about factors to consider when applying for or using a credit card, visit the website of the Consumer Financial Protection Bureau at http:// www.consumerfinance.gov/learnmore .
Fees	
Annual Fee	\$0
Transaction Fees • Balance Transfer • Cash Advance • Foreign Transaction	Either \$5 or 8% of the amount of each Balance Transfer, whichever is greater. Either \$5 or 8% of the amount of each Cash Advance, whichever is greater. Either \$1 or 3% of the amount of each purchase in U.S. dollars, whichever is greater.
Penalty Fees • Late Payment • Returned Payment	Up to \$39* Up to \$39**

How We Will Calculate Your Balance: We use a method called “average daily balance (including new Purchases).” See your Card Agreement for more details.

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

***Late Payment Fee:** We will charge the maximum safe harbor amount, which is set annually in accordance with 12 C.F.R 1026.52(b)(1)(ii)(D). Currently the fee is \$28, unless you incurred a Late Payment Fee during the prior six billing cycles. If you did, the fee is currently \$39. This fee will not exceed the related Minimum Payment that was due. We charge a Late Payment Fee to your Account if at least the Amount Due This Period (less any Late Payment Fee for the current billing cycle) plus any Past Due Amount is not received by 5:00 p.m. PT on the Payment Due Date shown on your statement.

****Returned Payment Fee:** We will charge the maximum safe harbor amount, which is set annually in accordance with 12 C.F.R 1026.52(b)(1)(ii)(D). If a payment is not honored upon first presentment, even if the payment is later honored, a Returned Payment Fee will be charged to your Account. Currently, the fee is \$28, unless you incurred a Returned Payment Fee in the prior six billing cycles. If you did, the fee is currently \$39. This fee will not exceed the related Minimum Payment that was due.

Additional Rate Information: The Purchase, Balance Transfer and Cash Advance APR equals the Prime Rate plus a margin of 21.15%. This corresponds to a monthly periodic rate of 2.03333%.

Minimum Payments: You may pay the entire New Balance shown on your billing statement at any time. Each billing period you must pay at least the Minimum Payment Due by the Payment Due Date shown on your billing statement. The Minimum Payment Due will be the sum of:

- 5% of your outstanding balance, rounded up to the next whole dollar, or \$30, whichever is greater;
- any Late Payment Fee for the current billing cycle;
- and any Past Due Amount (excluding any past due Late Payment Fees).

The Agreement

This Agreement, together with the Pricing Summary, is your contract with us.

Accepting this Agreement: You accept this Agreement when you use the Account. You may still reject this Agreement if you have not yet used the Card, used the Account, or paid a fee after receiving a billing statement. To reject the Agreement, call us at 866-515-5721 or write us at Bank Card Center, P.O. Box 95516, Las Vegas, NV 89193-5516. If you reject the Agreement, you are not responsible for any fees or charges.

Arbitration: This Agreement includes an Arbitration Provision with class action and jury trial waivers. You can reject the Arbitration Provision. See "How to REJECT this agreement to arbitrate" in the Arbitration section. If you do not, it will be part of this Agreement.

Promise to Pay: You agree to pay us for all amounts due on your Account, including credit for Purchases, Balance Transfers, and Cash Advances, as well as interest charges and fees. This includes charges made by Additional Cardholders and other Authorized Users.

Definitions

Account means the Credit One Bank card account under this Agreement.

Authorized User means any person you allow to use your Account or Card, including Additional Cardholders. If the Authorized User has been issued a Card and you want to terminate the Authorized User, you must notify us by telephone or in writing.

Balance Transfer means a transaction we designate that allows you to use your Account to pay another creditor or yourself. Balance Transfers cannot be used to pay us or our affiliates. A Balance Transfer will be subject to the terms of the Balance Transfer offer and this Agreement.

Card refers to one or more cards or access devices, including your Account number, that we give you or someone else with your authorization to get credit under this Agreement.

Cardholder refers to each person with a card issued in their name.

Cash Advance means the use of your Account to obtain funds at a financial institution or the use of a Convenience Check.

Convenience Check means a check we issue to you to take a Cash Advance. You may not use these checks to pay us or our affiliates.

Purchase means the use of the Account to obtain goods or services.

Prime Rate means the highest U.S. Prime Rate in the Money Rates section of The Wall Street Journal on the 25th day of the month, or the next day if that day is not a publication day. If The Wall Street Journal does not publish the U.S. Prime Rate, we may substitute another index.

we, us, our, and **Credit One Bank** refer to Credit One Bank, N.A., the issuer of your Card.

you, and **your** refer to each person who has applied for the Account and where appropriate, the Authorized User.

Features and Use of Your Account

Using Your Card: You may make Purchases wherever the Card is accepted. You may use the Account to obtain Cash Advances, but you may not make more than two Cash Advance transactions per day and you may not obtain more than \$200 in Cash Advances per day. You may use the Account for only personal, family, household, or charitable purposes, and if your Account is used for any other purpose you are still responsible for such use. You may not use the Account for business or commercial purposes. The Account may not be used for online or internet gambling or illegal purposes.

Your Credit Limit: We will tell you your credit limit. Keep your Account balance below your credit limit. If you do not, you must still pay us. We may designate part of your credit limit as a Cash Advance limit and part as a Balance Transfer limit. We may change your credit limit(s) at any time, without notice. You may use a portion of your credit limit for Cash Advances and Balance Transfers. Each Purchase, Cash Advance, and Balance Transfer obtained will reduce the amount of available credit under your credit limit until it is repaid. We may delay increasing your available credit by the amount of payment that we receive for up to 12 calendar days.

Credit Limit Increase: To request a credit limit increase contact the Customer Service number on your statement. We may impose a fee for processing the request.

Credit Authorizations: We may decline to authorize a transaction for any reason. We will not be liable to you if we decline a transaction or if anyone refuses any use of your Card.

Automatic Billing: You may set up automatic billing with a merchant. You authorize us to provide an updated Account number or Card expiration date to any merchant at our discretion. Contact the merchant to stop automatic billing.

Joint Accounts: If this is a joint account, each of you is responsible individually and together for all amounts owed. Each of you is responsible even if the Account is used by only one of you. You will continue to be liable for the entire balance of the Account, even if your co-applicant is ordered by a court to pay us. You will remain liable to us if your co-applicant fails to pay as ordered by the court. Your Account status will continue to be reported to the credit reporting agencies under each of your names. The delivery of notices or billing statements to either of you serves as delivery to each of you. We may rely on instructions given by either of you. We are not liable to either of you for relying upon such instructions.

Electronic Access: Applications (apps) on electronic devices (such as mobile wallets) can store your Card and can be used to get credit under this Agreement. Such transactions are covered by this Agreement. Apps may have separate terms of use. We are not responsible if you violate those terms or for any consequences from violating those terms.

Additional Cardholder: At your request, we may, at our discretion, issue, in the name of another person, an additional Card on your Account. That person is an Additional Cardholder, as well as an Authorized User. An Additional Cardholder has access to certain Account information including balance, available credit and payment information. If you advise us that the Additional Cardholder is your spouse, information regarding the Account will be provided to consumer reporting agencies in your name as well as in the name of the Additional Cardholder. By requesting that we add an Additional Cardholder to your Account, you represent that you (1) have the consent of the Additional Cardholder to be added to the Account, (2) have provided a copy of this Agreement to the Additional Cardholder, and (3) if the Additional Cardholder is your spouse, you have told the Additional Cardholder that Credit One Bank will furnish credit information about them to the credit reporting agencies in connection with the Account. The Additional Cardholder may report the Card lost or stolen and may remove him or herself from the Account.

Interest Rates and Interest Changes

Annual Percentage Rates (APRs): See the Pricing Summary for your APRs. The APR for Balance Transfers will be the same as the APR for standard Purchases, unless a promotional rate applies.

Variable Rates: Your Pricing Summary indicates whether you have any variable APRs. Variable APRs are determined by adding to the Prime Rate the number of percentage points ("margin") specified in the Pricing Summary. Variable APRs will increase or decrease when the Prime Rate changes. The APR change will take effect beginning with billing cycles that end on or after the first day of the month after the month in which the Prime Rate changes. An increase in the APR will increase your interest charges and may increase your Minimum Payment Due.

Average Daily Balance Method (including new transactions): We calculate interest each billing cycle by first figuring the “average daily balance” for each type of balance. Standard Purchases, standard Cash Advances, standard Balance Transfers, and each promotional offer, are all types of balances.

For each type of balance, for each billing cycle, we start with the balance on the last day of your previous billing cycle. We subtract any unpaid interest. This is the beginning balance each day. Each day of the billing cycle we subtract any new payments and credits applied to that type of balance. We add any new transactions and fees for that type of balance. We add Purchases, Cash Advances, and Balance Transfers on the post date. We add transaction fees on promotional rate and non-promotional rate Balance Transfers to the same type of balance as the transaction. We add all other fees to the standard Purchase balance. This gives us the daily balance for that type of balance, except that if the daily balance is negative, we treat it as zero. We then add up all of the daily balances and divide by the number of days in the billing cycle. This gives us the “average daily balance” for that type of balance. We multiply the average daily balance by the applicable monthly periodic rate (the APR divided by 12). This gives us the interest charged for that type of balance for that billing cycle. This interest is included in the Account balance on the last day of the billing cycle. The results for all types of balances are then added together to determine the total interest charged that billing cycle.

When Interest Begins: We begin to impose interest on a transaction or fee from the day we add it to the daily balance. We continue to impose interest until you pay the total amount you owe us. You can avoid paying interest on Purchases as described below. However, you cannot avoid paying interest on Balance Transfers or Cash Advances.

How to Avoid Paying Interest on Purchases (“Grace Period”): If you pay the New Balance on your billing statement by the Payment Due Date shown on that billing statement, we will not impose interest on new Purchases paid by the Payment Due Date on your current billing statement. The Payment Due Date will be at least 24 days after the close of the billing cycle. If you have been paying your Account balance in full and thereby avoiding interest on Purchases, but then do not pay the next New Statement Balance in full by the Payment Due Date, in that billing cycle we will start charging interest on the unpaid portion of your balance.

Fees

See the Pricing Summary for additional Fee information.

Annual Fee: If your Account is subject to an Annual Fee, the amount and when it is billed is shown on the Pricing Summary. The Annual Fee is billed to the Account until the Account is closed and the outstanding balance is paid in full. The Annual Fee is refundable as long as you cancel your Account and have not used your card for any Purchases, Cash Advances, or Balance Transfers and you have not made a payment.

Credit Limit Increase Fee: If a fee is imposed for processing a Credit Limit increase request, we will tell you the amount of the fee at the time of your request and before you agree to it.

Transaction Fee for Balance Transfers: The transaction fee for Balance Transfers will be the same as the transaction fee for Cash Advances, unless a promotional fee applies.

Foreign Transaction Fee: We add this fee for each purchase made outside the U.S. (A purchase is made outside the U.S. unless it is made with a U.S. merchant, processed completely in the U.S., and in U.S. dollars.) The fee is a percentage of the U.S. dollar amount of the purchase. American Express charges a foreign currency conversion fee of 1% of the amount of the transaction in U.S. dollars. This fee is included as part of the Foreign Transaction Fee listed in the Pricing Summary.

Optional Express Payment Service Fee: If a representative of ours helps expedite your payment, we may impose an Express Payment fee. You will be informed of the amount of the fee before you complete the transaction.

Duplicate Statement Fee: If you request a duplicate copy of a monthly statement, for any purpose other than to assert a billing error, you will be charged a fee of up to \$10 for each statement copy requested.

Sales Slip Request Fee: If you request a copy of a sales slip, for any purpose other than to resolve a dispute about the charges on your Account, you will be charged a fee of \$6 for each sales slip copy requested.

Replacement Card Fee: If you request a replacement card, a Replacement Card Fee of up to \$25 may be charged to your Account.

Payments

Minimum Payment Due: See the Pricing Summary for the minimum payment requirements.

Small Balances: As it is uneconomical for both you and us to process payments or maintain credits that are \$1 or less in amount, you agree as follows:

- (1) In any billing cycle in which you have had no transactions and your New Balance on the billing date is \$1 or less, the balance will be rounded to zero and you will not receive a bill for this amount.
- (2) In the event that you have a credit balance of \$1 or less for two consecutive billing cycles, the balance will be rounded to zero and you will not receive a refund of this amount.

Payment Instructions: You must pay us in U.S. dollars, in funds on deposit in the U.S. We credit your payments in accordance with the terms contained on your billing statement. If you mail your payment to an address other than the address designated on your billing statement, there may be a delay in processing and crediting the payment to your Account.

Irregular Payments: Any payment submitted in offer of settlement of a disputed debt, including any item containing a notation such as "paid in full," and any other item with a restrictive endorsement, must be sent to: Credit One Bank, P.O. Box 95516, Las Vegas, NV 89193-5516. We can accept late payments, partial payments, and checks or other items with restrictive endorsements at any other address without losing any of our rights under this Agreement.

Postdated Checks: You agree that we need not examine any payment check to confirm that it is not postdated and that we may deposit any postdated check on the day we receive it.

Payment Allocation: We apply payments up to the Minimum Payment Due and credits at our discretion, which may result in balances at lower APRs being paid first and higher interest charges. Payments over the Minimum Payment Due will be applied to balances with higher APRs first.

Collecting, Sharing, and Updating Information

Customer Privacy: We send you our Privacy Policy when you open your Account and thereafter in accordance with applicable law. It summarizes the personal information we collect; how we safeguard its confidentiality and security; when it may be shared with others; and how you can limit our sharing of this information. You accept the terms of our Privacy Policy when you use the Account. Contact us or visit CreditOne.com if you would like a copy.

Information About You: You authorize us to obtain and/or use information about you from third parties and credit reporting agencies to: (1) verify your identity and/or conduct investigative inquiries; (2) determine your income and credit eligibility; (3) review your Account and provide renewal of credit; (4) verify your current credit standing in order to present future credit limit increases or decreases; (5) qualify you for and present additional lines of credit or other offers; and (6) collect amounts owing on your Account. Upon request, we will tell you the name and address of any credit reporting agency that provided us with information concerning you.

Furnishing Information: We may furnish information concerning your Account or credit file to consumer reporting agencies and others who may properly receive that information. If you believe that information we furnished is inaccurate or incomplete, please write us at Credit One Bank, P. O. Box 98873, Las Vegas, NV 89193-8873. Please include your name, address, home phone number and Account number.

Telephone Calls, Text Messages and Emails Regarding Your Account: You are providing express written permission and consent authorizing Credit One Bank and our agents, servicers, contractors, subsidiaries, affiliates, officers, and other partners and employees to contact you at any phone number (including mobile, cellular/wireless, or similar devices) or email address you provide at any time, for any lawful purpose. The ways in which we may contact you include live operator, automatic telephone dialing systems (auto-dialer), prerecorded and artificial voice message, text/SMS message or email. Phone numbers and email addresses you provide include those you give to us, those from which you, or someone acting on your behalf, contact us or which we obtain through other means. If you provide a phone number for which you are not the owner, you confirm you are authorized to provide that number. Such lawful purposes include, but are not limited to: obtaining information; activation of the card for verification and identification purposes; account transactions or servicing related matters; suspected fraud or identity theft; collection on the Account; and providing information about special products and services. You agree to pay any fee(s) or charge(s) that you may incur for incoming communications from us or outgoing communications to us, to or from any such number or email address, without reimbursement from us.

Communication Revocation: You may revoke your authorization for most communications. However, you cannot revoke authorization for fraud related communications or legally required communications. To change your communication preferences or to revoke consent you must write us. Please:

- include your name, mailing address, and the last four digits of your Account number;
- specify whether you are changing your preferences regarding mail, telephone calls, emails, and/or text or SMS messages;
- provide the specific phone number(s) and/or email address for which you are requesting communications to cease;
- send this written notice to: Credit One Bank, P.O. Box 98873, Las Vegas, NV 89193-8873.

Certain communication preferences can be changed on-line. Please log in to your Account to see if that option is available.

Telephone Monitoring: You agree that we (and our servicers, agents and contractors) may monitor and record any calls between you and us.

Updating Your Phone Number: Notify us immediately if you change mobile or cell phone numbers or plan to give your phone to someone else. It is your responsibility to provide us with a true, accurate and complete mobile number and to maintain and update promptly any changes in this information. You can update your mobile number by calling us at the phone number on the back of your Card.

Indemnification: If you provide telephone number(s) for which you are not the subscriber, or fail to notify us when you cease to be the subscriber for a telephone number you previously gave us, you agree to indemnify us, our subsidiaries, affiliates, officers, agents, servicers, contractors, and other partners and employees for any costs and expenses, including reasonable attorneys' fees, incurred as a result of us contacting or attempting to contact you at the number(s). Your obligation under this paragraph shall survive termination of the Agreement.

Account Closure

Default: You are in default under this Agreement if (1) bankruptcy or another insolvency proceeding is filed by or against you; (2) we reasonably believe you are unable or unwilling to repay us; (3) you die or are legally incompetent or incapacitated; (4) you fail to comply with the terms of this Agreement, including failing to make a required payment when due, exceeding your credit limit or using your Card or Account for an illegal transaction; (5) you give us misleading, false, incomplete or incorrect information or fail to give us any information we deem necessary; or (6) if you no longer permanently reside in one of the 50 states or the District of Columbia. If you are in default, we may declare the entire Account balance immediately due and payable without advance notice.

Collection Costs: If we use an attorney to collect your Account, we may charge you our legal costs as permitted by law. These include reasonable attorneys' fees, court or other collection costs, and fees and costs of any appeal.

Closing Your Account: You may close your Account at any time. You will remain responsible for any amount you owe us under this Agreement. Any joint Cardholder may cancel a joint Account. However, both of you will remain responsible for paying all amounts owed. If your Account is subject to an Annual Fee, the fee will continue to be charged until you pay your outstanding balance in full.

We may cancel, suspend or not renew your Card, Account, or access to the credit line at any time and for any reason without notice. If your Account is closed by us, the Annual Fee will continue to be charged until you pay your outstanding balance in full.

However, when your Account is closed, if there is: (1) a debit balance of \$1 or less, that balance will be rounded to zero and you will not be required to pay this amount; or (2) a credit balance of \$1 or less, that balance will be rounded to zero and this amount will not be refunded to you. The rounding to zero may occur after your closing statement cycles, and you may not receive a statement reflecting the rounding.

Arbitration Agreement

PLEASE READ CAREFULLY—IMPORTANT—AFFECTS YOUR LEGAL RIGHTS

This agreement to arbitrate provides that you or we can require controversies or disputes between us to be resolved by BINDING ARBITRATION. You have the right to REJECT this agreement to arbitrate by using the procedure explained below.

If you do not reject this agreement to arbitrate, you GIVE UP YOUR RIGHT TO GO TO COURT and controversies or disputes between us will be resolved by a NEUTRAL ARBITRATOR INSTEAD OF A JUDGE OR JURY, using rules that are simpler and more limited than in a court. Arbitrator decisions are subject to VERY LIMITED REVIEW BY A COURT. Arbitration will proceed INDIVIDUALLY— CLASS ACTIONS AND SIMILAR PROCEDURES WILL NOT BE AVAILABLE TO YOU.

Agreement to Arbitrate: You and we agree that either you or we may, without the other's consent, require that controversies or disputes between you and us (all of which are called "Claims"), be submitted to mandatory, binding arbitration. This agreement to arbitrate is made pursuant to a transaction involving interstate commerce, and shall be governed by, and enforceable under, the Federal Arbitration Act (the "FAA"), 9 U.S.C. §1 et seq., and (to the extent State law is applicable), the laws of the State of Nevada.

For purposes of this agreement to arbitrate, "you" includes you, any co-applicant, any Authorized User (including Additional Cardholders), or anyone else connected with you or claiming through you; and "we" or "us" includes Credit One Bank, N.A., all of its parents, subsidiaries, affiliates, successors, predecessors, employees, and related persons or entities, and all third parties who are regarded as agents or representatives of us in connection with the subject matter of the claim or dispute at issue.

Covered Claims: Claims subject to arbitration include, but are not limited to, any controversies or disputes arising from or relating in any way to your Account; any transactions involving your Account; any disclosures made to you concerning your Account; any interest, charges, or fees assessed on

your Account; any service(s) or programs related to your Account; and, if permitted by the rules of the arbitration forum, any collection of debt related to your Account. Claims also include controversies or disputes arising from or relating in any way to advertising, solicitations, or any application for, approval of, or establishment of your Account. Claims subject to arbitration include any controversies or disputes based on any theory of law, whether contract, tort, statute, regulation, common law, or equity, or whether they seek legal or equitable remedies. All Claims are subject to arbitration whether they arose in the past, may currently exist, or may arise in the future. Arbitration will apply even if your Account is closed, you pay us in full any outstanding debt you owe, or you file for bankruptcy. Also, controversies or disputes about the validity, enforceability, coverage, meaning, or scope of this agreement to arbitrate or any part thereof are subject to arbitration and are for the arbitrator to decide. Any questions about what Claims are subject to arbitration shall be resolved by interpreting this agreement to arbitrate in the broadest way the law will allow it to be enforced.

Claims Not Covered: Claims (whether brought initially or by counter or cross-claim) are not subject to arbitration if they are filed by you or us in a small claims court, so long as the case remains in such court and only individual claims for relief are advanced in the case.

No Class Arbitration or Consolidation or Joinder of Parties: Class actions and other similar procedures in which individuals seek to represent similarly situated individuals or seek relief on behalf of the general public, and consolidation or joinder of Claims (except for claimants on the same account), are NOT available under this agreement to arbitrate. Claims in arbitration will proceed on an INDIVIDUAL basis only:

UNLESS YOU REJECT THIS AGREEMENT TO ARBITRATE, YOU AND WE WAIVE THE RIGHT TO ASSERT OR PARTICIPATE
IN A CLASS ACTION OR ANY REPRESENTATIVE OR CONSOLIDATED PROCEEDING IN COURT OR IN ARBITRATION.

The arbitrator shall have no authority to entertain any Claim as a class action or private attorney general action or on any other similar representative basis, nor shall the arbitrator have any authority to consolidate or join Claims brought by separate claimants (except for claimants on the same account). This also means that the arbitrator shall have no authority to make any award for the benefit of, or against, any person other than the individual who is the named party.[†]

†Notice to California Account Holders: This agreement to arbitrate shall not be construed to prevent you from seeking in the arbitration the remedy of public injunctive relief if (a) you reside in California, (b) you resided in California at the time you entered into this agreement to arbitrate, or (iii) the billing address for your Account is a California address (hereafter, "California Account Holder").

Initiation of Arbitration: The arbitration shall be administered by the American Arbitration Association ("AAA") before a single arbitrator under the AAA's Consumer Arbitration Rules, or by a mutually agreeable administrator, before a single arbitrator, as modified by this arbitration provision. Information about the arbitration process for AAA can be obtained from the AAA at www.adr.org. The arbitrator shall be selected from the AAA (or mutually agreeable administrator) panel of neutrals then active on the roster maintained by the AAA (or mutually agreeable administrator) office located in the city of or nearest to your billing address and, unless otherwise mutually agreed, the arbitrator shall be a retired federal judge, a retired state appellate judge, a retired state trial judge, or a lawyer with at least 15 years of experience in that order of preference.

In the event that the AAA or mutually agreeable administrator is unable or unwilling to handle the Claim for any reason, then the matter shall be arbitrated instead by a neutral arbitrator selected by agreement of the parties (or, if the parties cannot agree, selected by a court in accordance with the FAA).

Arbitration Procedures and Applicable Law; Offer of Settlement: Unlike a lawsuit in state or federal court, arbitration is conducted by a private organization that specializes in alternative dispute resolution. Disputes in arbitration are decided by a neutral arbitrator instead of a judge or jury. You may represent yourself in arbitration, or you may be represented by a lawyer.

Under this agreement to arbitrate, a single arbitrator designated by the arbitration administrator will decide the Claim under applicable law. The arbitrator is bound by the terms of this agreement to arbitrate. The AAA or mutually agreeable administrator will apply its code of procedures in effect at the time the arbitration claim is filed. If there is a conflict between that code of procedures and this arbitration provision and/or any sections of this Card Agreement, this arbitration provision and/or this Card Agreement will control. The arbitrator will honor all claims of privilege recognized by law. Subject to the prohibition on class, representative, and consolidation procedures set forth above, the arbitrator will have the power to award to a party any damages or other relief (including relief in equity) provided for under applicable law. That is, a party will be entitled to recover in arbitration any damages or other relief that it could recover if it prevailed in a court proceeding. An arbitrator's award shall consist of a written statement setting forth the disposition of each Claim. At the request of any party, the arbitrator shall also set forth a written explanation of the essential findings and conclusions on which the award is based. An arbitration award shall decide the rights and obligations only of the parties named in the arbitration, and shall not have any bearing on another person or dispute.

If your Claim is for \$10,000 or less, you may choose whether the arbitration will be conducted solely on the basis of documents, in a telephonic hearing, or in an in-person hearing.

Any in-person hearing will take place in the federal judicial district that includes your billing address at the time the Claim is filed, unless the parties agree to a different place.

The Arbitrator's Decision: The arbitrator's decision will be final and binding on the parties. A party can file a written appeal to the arbitration administrator within thirty (30) days after an award is issued. The appeal will proceed before a panel of three neutral arbitrators designated by the same arbitration administrator. The panel will decide anew all factual and legal issues, following the same rules of procedure, by majority vote any aspect of the original decision objected to. The costs of such an appeal will be borne in accordance with the below paragraph entitled "Fees and Costs". Any review by a court shall be governed by the Federal Arbitration Act. Any final arbitration award will be binding on the named parties and enforceable by any court having jurisdiction.

Fees and Costs: We will pay any costs that are required to be paid by us under the arbitration administrator's rules of procedure. If you file the arbitration, you will pay your share of the initial filing fee, unless you seek and qualify for a fee waiver under the applicable rules of the arbitration administrator. The party filing an appeal shall be responsible for all filing fees and costs of the appeal unless prohibited by administrator's rules of procedure. All parties are responsible for their own attorney's fees, expert fees and any other expenses, unless the arbitrator awards such fees or expenses to you or us if allowed by applicable law.

Other Parties Subject to this Agreement to Arbitrate: In addition to you and us, the rights and duties described in this agreement to arbitrate apply to: any third party co-defendant of a claim subject to this arbitration provision; all joint account holders, Additional Cardholders, and Authorized Users of your Account(s).

How to REJECT this Agreement to Arbitrate: You can reject this agreement to arbitrate but only if we receive from you a written notice of rejection within 45 days after it was first provided to you. To reject this agreement to arbitrate you must send the notice of rejection to: Credit One Bank, Attention: Arbitration Opt Out, P. O. Box 98873, Las Vegas, NV 89193-8873. Rejection notices sent to any other address will not be accepted or effective. If you decide to reject this agreement to arbitrate in writing, your notice must state that you reject this agreement to arbitrate and include your name, address, account number, and personal signature. Rejection of arbitration will not affect your other rights or responsibilities under this Card Agreement.

Survival, Severability, and Amendment of Terms:

Survival. This agreement to arbitrate shall survive changes in the Agreement and termination of the Account or the relationship between you and us, including the bankruptcy of any party and any transfer or sale of your Account, or amounts owed on your Account, to another person or entity.

Severability. If any part or parts of your agreement to arbitrate are declared unenforceable, then such specific part or parts shall be of no force or effect and shall be severed, but the remainder of this agreement to arbitrate shall continue in full force and effect. If, however, the entire agreement to arbitrate or your waiver of the right to bring or participate in a class or representative action or in consolidation procedures is unenforceable, then the agreement to arbitrate shall be of no force or effect. Notwithstanding the preceding sentence, with respect to California Account Holders, if arbitration is unenforceable, in whole or in part, you and we agree to resolve any Claim by a judicial reference proceeding as described above.

Amendment in Writing Only. This agreement to arbitrate may not be amended, severed, or waived, except as expressly provided in the Agreement or in a written agreement between you and us.

Other Information

Transactions in Foreign Currencies: If you make a transaction at a merchant that settles in a currency other than U.S. dollars, American Express will convert that charge into a U.S. Dollar amount. That conversion will be done at a rate selected by American Express from the range of rates available in wholesale currency markets for the applicable central processing date, which rate may vary from the rate American Express itself receives, or the government-mandated rate in effect for the applicable central processing date. The currency conversion rate used on the processing date may differ from the rate that would have been used on the purchase date or on the date the transaction is posted to your Account. You agree to pay the converted amount, including any charges for the conversion that may be imposed as described above.

Changes to Your Agreement: The rates, fees and terms of this Agreement may change and we may add or delete any term to this Agreement, consistent with applicable law. We will give you advance written notice of these changes and a right to reject the change, if required by law.

Unauthorized Use: Notify us immediately if your Card is lost or stolen or you suspect that someone is using your Card or Account without your permission.

Assignment: We may assign any or all of our rights and obligations under this Agreement. You may not assign any of your rights or obligations under this Agreement.

No Waiver: We will not lose our rights under this Agreement because we delay or do not enforce them.

Governing Law: This Agreement is governed by and interpreted in accordance with the laws applicable to national banks, and, where no such laws apply, by the laws of the State of Nevada, excluding the conflicts of law provisions thereof, regardless of your state of residence.

Conformance with Law; Severability: If any part of this Agreement conflicts with applicable law, that provision will be considered modified to conform to applicable law. If any part of this Agreement is invalid, the rest shall remain in effect, except as otherwise noted in the Arbitration Provision.

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 the Billing Inquiries address on the statement.

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 \$50.00 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 \$50.00. (Note: Neither of these are necessary if your purchase was based on an advertisement we mailed to you, or if we own or operate 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 the Billing Inquiries address shown on your statement.

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

Cash Back Rewards Program Supplement

This Supplement describes the terms and conditions of the Credit One Cash Back Rewards Program ("Program") and supplements the Card Agreement that governs your credit card account issued by Credit One Bank, N.A. (the "Account"). By using the Account, you agree to participate in the Program. Your participation is subject to the terms of the Card Agreement, including the arbitration provision, if applicable, and this Supplement. In the event of a conflict between the Card Agreement and this Supplement, with respect to matters relating to the Program, this Supplement controls.

Earning Cash Back Rewards: You earn cash back rewards in the form of an automatic statement credit equal to 1% of all Net Purchases made with your Account. You do not earn cash back rewards on Cash Advances, Balance Transfers, interest, fees, and other charges. We will post a statement credit to your Account within seven days after the end of the month based on the Net Purchases made with your Account from the 27th of the previous month to the 26th of the current month. If your Account is in default, as defined in your Card Agreement, at the time the credit is to be posted, you WILL NOT receive the credit. Cash back rewards have no cash value.

Net Purchases: Net Purchases are Purchases minus any returns, disputed charges, unauthorized charges, illegal or fraudulent charges or other credits for such Purchases.

Program Restrictions: You will receive an automatic cash back rewards credit on each statement that has at least one Net Purchase. Automatic statement credits for cash back rewards will reduce the balance on your Account but will not count as payments. You will still be required to pay at least the Minimum Payment Due as shown on your billing statement each month. You WILL NOT earn cash back rewards for Purchases made while your Account is in default as defined within your Card Agreement. This Program excludes Accounts already enrolled in a different Credit One cash back rewards program.

Changes: The Program may be changed (added to, modified or deleted) by us at any time. We will give you prior notice to the extent required by law. The current version of this Program may be found at www.CreditOneBank.com along with the Card Agreement. Any revisions may affect your ability to earn cash back rewards.

Termination: We may suspend or terminate the Program or your participation in the Program at any time without prior notice. In such event, we will evaluate your Account for any eligible cash back rewards as of the Program termination date. Provided that you meet all of the other Program Restrictions listed above at that time, you will receive a distribution of the cash back rewards earned during the current billing period in the form of a statement credit.

Limited Liability: Unless otherwise required by law, this Program, or our Card Agreement with you, we will not be liable to you or anyone making a claim on your behalf, in connection with: (1) any change or termination of the Program; (2) any loss, damage, expense or inconvenience caused by any occurrence outside of our control; (3) any taxes that you incur as a result of receiving cash back rewards, payment of which taxes will be your responsibility; (4) any merchandise or services you purchase, or for any direct, indirect or consequential damages with respect to the use of your Account. In any event, any liability that Credit One may have to you in connection with the Program shall be limited to the amount of any cash back rewards you have earned in this Program. The Program and cash back rewards are void or limited where prohibited or restricted, respectively, by federal, state or local law.

American Express is a federally registered service mark of American Express. This credit card program is issued and administered by Credit One Bank, N.A., pursuant to a license from American Express.

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Pricing Summary

Interest Rates and Interest Charges	
ANNUAL PERCENTAGE RATE (APR) for Purchases	23.99% This APR will vary with the market based on the Prime Rate.
ANNUAL PERCENTAGE RATE (APR) for Balance Transfers	23.99% This APR will vary with the market based on the Prime Rate.
ANNUAL PERCENTAGE RATE (APR) for Cash Advances	23.99% This APR will vary with the market based on the Prime Rate.
Paying Interest	Your due date is at least 24 days after the close of each billing cycle. We will not charge you any interest on Purchases if you pay your entire balance by the due date each month. We will begin charging interest on Cash Advances and Balance Transfers from the posting date.
Minimum Interest Charge	If you are charged interest, the charge will be no less than \$1.00.
For Credit Card Tips from the Consumer Financial Protection Bureau	To learn more about factors to consider when applying for or using a credit card, visit the website of the Consumer Financial Protection Bureau at http:// www.consumerfinance.gov/learnmore .
Fees	
Annual Fee	\$39
Transaction Fees • Balance Transfer • Cash Advance • Foreign Transaction	Either \$5 or 8% of the amount of each Balance Transfer, whichever is greater. Either \$5 or 8% of the amount of each Cash Advance, whichever is greater. Either \$1 or 3% of the amount of each purchase in U.S. dollars, whichever is greater.
Penalty Fees • Late Payment • Returned Payment	Up to \$39* Up to \$39**

How We Will Calculate Your Balance: We use a method called “average daily balance (including new Purchases).” See your Card Agreement for more details.

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

***Late Payment Fee:** We will charge the maximum safe harbor amount, which is set annually in accordance with 12 C.F.R 1026.52(b)(1)(ii)(D). Currently the fee is \$28, unless you incurred a Late Payment Fee during the prior six billing cycles. If you did, the fee is currently \$39. This fee will not exceed the related Minimum Payment that was due. We charge a Late Payment Fee to your Account if at least the Amount Due This Period (less any Late

Payment Fee for the current billing cycle) plus any Past Due Amount is not received by 5:00 p.m. PT on the Payment Due Date shown on your statement.

****Returned Payment Fee:** We will charge the maximum safe harbor amount, which is set annually in accordance with 12 C.F.R 1026.52(b)(1)(ii)(D). If a payment is not honored upon first presentment, even if the payment is later honored, a Returned Payment Fee will be charged to your Account. Currently, the fee is \$28, unless you incurred a Returned Payment Fee in the prior six billing cycles. If you did, the fee is currently \$39. This fee will not exceed the related Minimum Payment that was due.

Additional Rate Information: The Purchase, Balance Transfer and Cash Advance APR equals the Prime Rate plus a margin of 20.74%. This corresponds to a monthly periodic rate of 1.99917%.

Minimum Payments: You may pay the entire New Balance shown on your billing statement at any time. Each billing period you must pay at least the Minimum Payment Due by the Payment Due Date shown on your billing statement. The Minimum Payment Due will be the sum of:

- 5% of your outstanding balance, rounded up to the next whole dollar, or \$30, whichever is greater;
- any Late Payment Fee for the current billing cycle;
- and any Past Due Amount (excluding any past due Late Payment Fees).

The Agreement

This Agreement, together with the Pricing Summary, is your contract with us.

Accepting this Agreement: You accept this Agreement when you use the Account. You may still reject this Agreement if you have not yet used the Card, used the Account, or paid a fee after receiving a billing statement. To reject the Agreement, call us at 866-515-5721 or write us at Bank Card Center, P.O. Box 95516, Las Vegas, NV 89193-5516. If you reject the Agreement, you are not responsible for any fees or charges.

Arbitration: This Agreement includes an Arbitration Provision with class action and jury trial waivers. You can reject the Arbitration Provision. See "How to REJECT this agreement to arbitrate" in the Arbitration section. If you do not, it will be part of this Agreement.

Promise to Pay: You agree to pay us for all amounts due on your Account, including credit for Purchases, Balance Transfers, and Cash Advances, as well as interest charges and fees. This includes charges made by Additional Cardholders and other Authorized Users.

Definitions

Account means the Credit One Bank card account under this Agreement.

Authorized User means any person you allow to use your Account or Card, including Additional Cardholders. If the Authorized User has been issued a Card and you want to terminate the Authorized User, you must notify us by telephone or in writing.

Balance Transfer means a transaction we designate that allows you to use your Account to pay another creditor or yourself. Balance Transfers cannot be used to pay us or our affiliates. A Balance Transfer will be subject to the terms of the Balance Transfer offer and this Agreement.

Card refers to one or more cards or access devices, including your Account number, that we give you or someone else with your authorization to get credit under this Agreement.

Cardholder refers to each person with a card issued in their name.

Cash Advance means the use of your Account to obtain funds at a financial institution or the use of a Convenience Check.

Convenience Check means a check we issue to you to take a Cash Advance. You may not use these checks to pay us or our affiliates.

Purchase means the use of the Account to obtain goods or services.

Prime Rate means the highest U.S. Prime Rate in the Money Rates section of The Wall Street Journal on the 25th day of the month, or the next day if that day is not a publication day. If The Wall Street Journal does not publish the U.S. Prime Rate, we may substitute another index.

we, us, our, and **Credit One Bank** refer to Credit One Bank, N.A., the issuer of your Card.

you, and **your** refer to each person who has applied for the Account and where appropriate, the Authorized User.

Features and Use of Your Account

Using Your Card: You may make Purchases wherever the Card is accepted. You may use the Account to obtain Cash Advances, but you may not make more than two Cash Advance transactions per day and you may not obtain more than \$200 in Cash Advances per day. You may use the Account for only personal, family, household, or charitable purposes, and if your Account is used for any other purpose you are still responsible for such use. You may not use the Account for business or commercial purposes. The Account may not be used for online or internet gambling or illegal purposes.

Your Credit Limit: We will tell you your credit limit. Keep your Account balance below your credit limit. If you do not, you must still pay us. We may designate part of your credit limit as a Cash Advance limit and part as a Balance Transfer limit. We may change your credit limit(s) at any time, without notice. You may use a portion of your credit limit for Cash Advances and Balance Transfers. Each Purchase, Cash Advance, and Balance Transfer obtained will reduce the amount of available credit under your credit limit until it is repaid. We may delay increasing your available credit by the amount of any payment that we receive for up to 12 calendar days.

Credit Limit Increase: To request a credit limit increase contact the Customer Service number on your statement. We may impose a fee for processing the request.

Credit Authorizations: We may decline to authorize a transaction for any reason. We will not be liable to you if we decline a transaction or if anyone refuses any use of your Card.

Automatic Billing: You may set up automatic billing with a merchant. You authorize us to provide an updated Account number or Card expiration date to any merchant at our discretion. Contact the merchant to stop automatic billing.

Joint Accounts: If this is a joint account, each of you is responsible individually and together for all amounts owed. Each of you is responsible even if the Account is used by only one of you. You will continue to be liable for the entire balance of the Account, even if your co-applicant is ordered by a court to pay us. You will remain liable to us if your co-applicant fails to pay as ordered by the court. Your Account status will continue to be reported to the credit reporting agencies under each of your names. The delivery of notices or billing statements to either of you serves as delivery to each of you. We may rely on instructions given by either of you. We are not liable to either of you for relying upon such instructions.

Electronic Access: Applications (apps) on electronic devices (such as mobile wallets) can store your Card and can be used to get credit under this Agreement. Such transactions are covered by this Agreement. Apps may have separate terms of use. We are not responsible if you violate those terms or for any consequences from violating those terms.

Additional Cardholder: At your request, we may, at our discretion, issue, in the name of another person, an additional Card on your Account. That person is an Additional Cardholder, as well as an Authorized User. An Additional Cardholder has access to certain Account information including balance, available credit and payment information. If you advise us that the Additional Cardholder is your spouse, information regarding the Account will be provided to consumer reporting agencies in your name as well as in the name of the Additional Cardholder. By requesting that we add an Additional Cardholder to your Account, you represent that you (1) have the consent of the Additional Cardholder to be added to the Account, (2) have provided a copy of this Agreement to the Additional Cardholder, and (3) if the Additional Cardholder is your spouse, you have told the Additional Cardholder that Credit One Bank will furnish credit information about them to the credit reporting agencies in connection with the Account. The Additional Cardholder may report the Card lost or stolen and may remove him or herself from the Account.

Interest Rates and Interest Changes

Annual Percentage Rates (APRs): See the Pricing Summary for your APRs. The APR for Balance Transfers will be the same as the APR for standard Purchases, unless a promotional rate applies.

Variable Rates: Your Pricing Summary indicates whether you have any variable APRs. Variable APRs are determined by adding to the Prime Rate the number of percentage points ("margin") specified in the Pricing Summary. Variable APRs will increase or decrease when the Prime Rate changes. The APR change will take effect beginning with billing cycles that end on or after the first day of the month after the month in which the Prime Rate changes. An increase in the APR will increase your interest charges and may increase your Minimum Payment Due.

Average Daily Balance Method (including new transactions): We calculate interest each billing cycle by first figuring the "average daily balance" for each type of balance. Standard Purchases, standard Cash Advances, standard Balance Transfers, and each promotional offer, are all types of balances.

For each type of balance, for each billing cycle, we start with the balance on the last day of your previous billing cycle. We subtract any unpaid interest. This is the beginning balance each day. Each day of the billing cycle we subtract any new payments and credits applied to that type of balance. We

add any new transactions and fees for that type of balance. We add Purchases, Cash Advances, and Balance Transfers on the post date. We add transaction fees on promotional rate and non-promotional rate Balance Transfers to the same type of balance as the transaction. We add all other fees to the standard Purchase balance. This gives us the daily balance for that type of balance, except that if the daily balance is negative, we treat it as zero. We then add up all of the daily balances and divide by the number of days in the billing cycle. This gives us the "average daily balance" for that type of balance. We multiply the average daily balance by the applicable monthly periodic rate (the APR divided by 12). This gives us the interest charged for that type of balance for that billing cycle. This interest is included in the Account balance on the last day of the billing cycle. The results for all types of balances are then added together to determine the total interest charged that billing cycle.

When Interest Begins: We begin to impose interest on a transaction or fee from the day we add it to the daily balance. We continue to impose interest until you pay the total amount you owe us. You can avoid paying interest on Purchases as described below. However, you cannot avoid paying interest on Balance Transfers or Cash Advances.

How to Avoid Paying Interest on Purchases ("Grace Period"): If you pay the New Balance on your billing statement by the Payment Due Date shown on that billing statement, we will not impose interest on new Purchases paid by the Payment Due Date on your current billing statement. The Payment Due Date will be at least 24 days after the close of the billing cycle. If you have been paying your Account balance in full and thereby avoiding interest on Purchases, but then do not pay the next New Statement Balance in full by the Payment Due Date, in that billing cycle we will start charging interest on the unpaid portion of your balance.

Fees

See the Pricing Summary for additional Fee information.

Annual Fee: If your Account is subject to an Annual Fee, the amount and when it is billed is shown on the Pricing Summary. The Annual Fee is billed to the Account until the Account is closed and the outstanding balance is paid in full. The Annual Fee is refundable as long as you cancel your Account and have not used your card for any Purchases, Cash Advances, or Balance Transfers and you have not made a payment.

Credit Limit Increase Fee: If a fee is imposed for processing a Credit Limit increase request, we will tell you the amount of the fee at the time of your request and before you agree to it.

Transaction Fee for Balance Transfers: The transaction fee for Balance Transfers will be the same as the transaction fee for Cash Advances, unless a promotional fee applies.

Foreign Transaction Fee: We add this fee for each purchase made outside the U.S. (A purchase is made outside the U.S. unless it is made with a U.S. merchant, processed completely in the U.S., and in U.S. dollars.) The fee is a percentage of the U.S. dollar amount of the purchase. American Express charges a foreign currency conversion fee of 1% of the amount of the transaction in U.S. dollars. This fee is included as part of the Foreign Transaction Fee listed in the Pricing Summary.

Optional Express Payment Service Fee: If a representative of ours helps expedite your payment, we may impose an Express Payment fee. You will be informed of the amount of the fee before you complete the transaction.

Duplicate Statement Fee: If you request a duplicate copy of a monthly statement, for any purpose other than to assert a billing error, you will be charged a fee of up to \$10 for each statement copy requested.

Sales Slip Request Fee: If you request a copy of a sales slip, for any purpose other than to resolve a dispute about the charges on your Account, you will be charged a fee of \$6 for each sales slip copy requested.

Replacement Card Fee: If you request a replacement card, a Replacement Card Fee of up to \$25 may be charged to your Account.

Payments

Minimum Payment Due: See the Pricing Summary for the minimum payment requirements.

Small Balances: As it is uneconomical for both you and us to process payments or maintain credits that are \$1 or less in amount, you agree as follows:

- (1) In any billing cycle in which you have had no transactions and your New Balance on the billing date is \$1 or less, the balance will be rounded to zero and you will not receive a bill for this amount.
- (2) In the event that you have a credit balance of \$1 or less for two consecutive billing cycles, the balance will be rounded to zero and you will not receive a refund of this amount.

Payment Instructions: You must pay us in U.S. dollars, in funds on deposit in the U.S. We credit your payments in accordance with the terms contained on your billing statement. If you mail your payment to an address other than the address designated on your billing statement, there may be a delay in processing and crediting the payment to your Account.

Irregular Payments: Any payment submitted in offer of settlement of a disputed debt, including any item containing a notation such as "paid in full," and any other item with a restrictive endorsement, must be sent to: Credit One Bank, P.O. Box 95516, Las Vegas, NV 89193-5516. We can accept late payments, partial payments, and checks or other items with restrictive endorsements at any other address without losing any of our rights under this Agreement.

Postdated Checks: You agree that we need not examine any payment check to confirm that it is not postdated and that we may deposit any postdated check on the day we receive it.

Payment Allocation: We apply payments up to the Minimum Payment Due and credits at our discretion, which may result in balances at lower APRs being paid first and higher interest charges. Payments over the Minimum Payment Due will be applied to balances with higher APRs first.

Collecting, Sharing, and Updating Information

Customer Privacy: We send you our Privacy Policy when you open your Account and thereafter in accordance with applicable law. It summarizes the personal information we collect; how we safeguard its confidentiality and security; when it may be shared with others; and how you can limit our sharing of this information. You accept the terms of our Privacy Policy when you use the Account. Contact us or visit CreditOne.com if you would like a copy.

Information About You: You authorize us to obtain and/or use information about you from third parties and credit reporting agencies to: (1) verify your identity and/or conduct investigative inquiries; (2) determine your income and credit eligibility; (3) review your Account and provide renewal of credit; (4) verify your current credit standing in order to present future credit limit increases or decreases; (5) qualify you for and present additional lines of credit or other offers; and (6) collect amounts owing on your Account. Upon request, we will tell you the name and address of any credit reporting agency that provided us with information concerning you.

Furnishing Information: We may furnish information concerning your Account or credit file to consumer reporting agencies and others who may properly receive that information. If you believe that information we furnished is inaccurate or incomplete, please write us at Credit One Bank, P. O. Box 98873, Las Vegas, NV 89193-8873. Please include your name, address, home phone number and Account number.

Telephone Calls, Text Messages and Emails Regarding Your Account: You are providing express written permission and consent authorizing Credit One Bank and our agents, servicers, contractors, subsidiaries, affiliates, officers, and other partners and employees to contact you at any phone number (including mobile, cellular/wireless, or similar devices) or email address you provide at any time, for any lawful purpose. The ways in which we may contact you include live operator, automatic telephone dialing systems (auto-dialer), prerecorded and artificial voice message, text/SMS message or email. Phone numbers and email addresses you provide include those you give to us, those from which you, or someone acting on your behalf, contact us or which we obtain through other means. If you provide a phone number for which you are not the owner, you confirm you are authorized to provide that number. Such lawful purposes include, but are not limited to: obtaining information; activation of the card for verification and identification purposes; account transactions or servicing related matters; suspected fraud or identity theft; collection on the Account; and providing information about special products and services. You agree to pay any fee(s) or charge(s) that you may incur for incoming communications from us or outgoing communications to us, to or from any such number or email address, without reimbursement from us.

Communication Revocation: You may revoke your authorization for most communications. However, you cannot revoke authorization for fraud related communications or legally required communications. To change your communication preferences or to revoke consent you must write us. Please:

- include your name, mailing address, and the last four digits of your Account number;
- specify whether you are changing your preferences regarding mail, telephone calls, emails, and/or text or SMS messages;
- provide the specific phone number(s) and/or email address for which you are requesting communications to cease;
- send this written notice to: Credit One Bank, P.O. Box 98873, Las Vegas, NV 89193-8873.

Certain communication preferences can be changed on-line. Please log in to your Account to see if that option is available.

Telephone Monitoring: You agree that we (and our servicers, agents and contractors) may monitor and record any calls between you and us.

Updating Your Phone Number: Notify us immediately if you change mobile or cell phone numbers or plan to give your phone to someone else. It is your responsibility to provide us with a true, accurate and complete mobile number and to maintain and update promptly any changes in this information. You can update your mobile number by calling us at the phone number on the back of your Card.

Indemnification: If you provide telephone number(s) for which you are not the subscriber, or fail to notify us when you cease to be the subscriber for a telephone number you previously gave us, you agree to indemnify us, our subsidiaries, affiliates, officers, agents, servicers, contractors, and other partners and employees for any costs and expenses, including reasonable attorneys' fees, incurred as a result of us contacting or attempting to contact you at the number(s). Your obligation under this paragraph shall survive termination of the Agreement.

Account Closure

Default: You are in default under this Agreement if (1) bankruptcy or another insolvency proceeding is filed by or against you; (2) we reasonably believe you are unable or unwilling to repay us; (3) you die or are legally incompetent or incapacitated; (4) you fail to comply with the terms of this Agreement, including failing to make a required payment when due, exceeding your credit limit or using your Card or Account for an illegal transaction; (5) you give us misleading, false, incomplete or incorrect information or fail to give us any information we deem necessary; or (6) if you no longer permanently reside in one of the 50 states or the District of Columbia. If you are in default, we may declare the entire Account balance immediately due and payable without advance notice.

Collection Costs: If we use an attorney to collect your Account, we may charge you our legal costs as permitted by law. These include reasonable attorneys' fees, court or other collection costs, and fees and costs of any appeal.

Closing Your Account: You may close your Account at any time. You will remain responsible for any amount you owe us under this Agreement. Any joint Cardholder may cancel a joint Account. However, both of you will remain responsible for paying all amounts owed. If your Account is subject to an Annual Fee, the fee will continue to be charged until you pay your outstanding balance in full.

We may cancel, suspend or not renew your Card, Account, or access to the credit line at any time and for any reason without notice. If your Account is closed by us, the Annual Fee will continue to be charged until you pay your outstanding balance in full.

However, when your Account is closed, if there is: (1) a debit balance of \$1 or less, that balance will be rounded to zero and you will not be required to pay this amount; or (2) a credit balance of \$1 or less, that balance will be rounded to zero and this amount will not be refunded to you. The rounding to zero may occur after your closing statement cycles, and you may not receive a statement reflecting the rounding.

Arbitration Agreement

PLEASE READ CAREFULLY—IMPORTANT—AFFECTS YOUR LEGAL RIGHTS

This agreement to arbitrate provides that you or we can require controversies or disputes between us to be resolved by BINDING ARBITRATION. You have the right to REJECT this agreement to arbitrate by using the procedure explained below.

If you do not reject this agreement to arbitrate, you GIVE UP YOUR RIGHT TO GO TO COURT and controversies or disputes between us will be resolved by a NEUTRAL ARBITRATOR INSTEAD OF A JUDGE OR JURY, using rules that are simpler and more limited than in a court. Arbitrator decisions are subject to VERY LIMITED REVIEW BY A COURT. Arbitration will proceed INDIVIDUALLY— CLASS ACTIONS AND SIMILAR PROCEDURES WILL NOT BE AVAILABLE TO YOU.

Agreement to Arbitrate: You and we agree that either you or we may, without the other's consent, require that controversies or disputes between you and us (all of which are called "Claims"), be submitted to mandatory, binding arbitration. This agreement to arbitrate is made pursuant to a transaction involving interstate commerce, and shall be governed by, and enforceable under, the Federal Arbitration Act (the "FAA"), 9 U.S.C. §1 et seq., and (to the extent State law is applicable), the laws of the State of Nevada.

For purposes of this agreement to arbitrate, "you" includes you, any co-applicant, any Authorized User (including Additional Cardholders), or anyone else connected with you or claiming through you; and "we" or "us" includes Credit One Bank, N.A., all of its parents, subsidiaries, affiliates, successors, predecessors, employees, and related persons or entities, and all third parties who are regarded as agents or representatives of us in connection with the subject matter of the claim or dispute at issue.

Covered Claims: Claims subject to arbitration include, but are not limited to, any controversies or disputes arising from or relating in any way to your Account; any transactions involving your Account; any disclosures made to you concerning your Account; any interest, charges, or fees assessed on your Account; any service(s) or programs related to your Account; and, if permitted by the rules of the arbitration forum, any collection of debt related to your Account. Claims also include controversies or disputes arising from or relating in any way to advertising, solicitations, or any application for, approval of, or establishment of your Account. Claims subject to arbitration include any controversies or disputes based on any theory of law, whether contract, tort, statute, regulation, common law, or equity, or whether they seek legal or equitable remedies. All Claims are subject to arbitration whether they arose in the past, may currently exist, or may arise in the future. Arbitration will apply even if your Account is closed, you pay us in full any outstanding debt you owe, or you file for bankruptcy. Also, controversies or disputes about the validity, enforceability, coverage, meaning, or scope of this agreement to arbitrate or any part thereof are subject to arbitration and are for the arbitrator to decide. Any questions about what Claims are subject to arbitration shall be resolved by interpreting this agreement to arbitrate in the broadest way the law will allow it to be enforced.

Claims Not Covered: Claims (whether brought initially or by counter or cross-claim) are not subject to arbitration if they are filed by you or us in a small claims court, so long as the case remains in such court and only individual claims for relief are advanced in the case.

No Class Arbitration or Consolidation or Joinder of Parties: Class actions and other similar procedures in which individuals seek to represent similarly situated individuals or seek relief on behalf of the general public, and consolidation or joinder of Claims (except for claimants on the same account), are NOT available under this agreement to arbitrate. Claims in arbitration will proceed on an INDIVIDUAL basis only:

UNLESS YOU REJECT THIS AGREEMENT TO ARBITRATE, YOU AND WE WAIVE THE RIGHT TO ASSERT OR PARTICIPATE
IN A CLASS ACTION OR ANY REPRESENTATIVE OR CONSOLIDATED PROCEEDING IN COURT OR IN ARBITRATION.

The arbitrator shall have no authority to entertain any Claim as a class action or private attorney general action or on any other similar representative basis, nor shall the arbitrator have any authority to consolidate or join Claims brought by separate claimants (except for claimants on the same account). This also means that the arbitrator shall have no authority to make any award for the benefit of, or against, any person other than the individual who is the named party.[†]

†Notice to California Account Holders: This agreement to arbitrate shall not be construed to prevent you from seeking in the arbitration the remedy of public injunctive relief if (a) you reside in California, (b) you resided in California at the time you entered into this agreement to arbitrate, or (iii) the billing address for your Account is a California address (hereafter, "California Account Holder").

Initiation of Arbitration: The arbitration shall be administered by the American Arbitration Association ("AAA") before a single arbitrator under the AAA's Consumer Arbitration Rules, or by a mutually agreeable administrator, before a single arbitrator, as modified by this arbitration provision. Information about the arbitration process for AAA can be obtained from the AAA at www.adr.org. The arbitrator shall be selected from the AAA (or mutually agreeable administrator) panel of neutrals then active on the roster maintained by the AAA (or mutually agreeable administrator) office located in the city of or nearest to your billing address and, unless otherwise mutually agreed, the arbitrator shall be a retired federal judge, a retired state appellate judge, a retired state trial judge, or a lawyer with at least 15 years of experience in that order of preference.

In the event that the AAA or mutually agreeable administrator is unable or unwilling to handle the Claim for any reason, then the matter shall be arbitrated instead by a neutral arbitrator selected by agreement of the parties (or, if the parties cannot agree, selected by a court in accordance with the FAA).

Arbitration Procedures and Applicable Law; Offer of Settlement: Unlike a lawsuit in state or federal court, arbitration is conducted by a private organization that specializes in alternative dispute resolution. Disputes in arbitration are decided by a neutral arbitrator instead of a judge or jury. You may represent yourself in arbitration, or you may be represented by a lawyer.

Under this agreement to arbitrate, a single arbitrator designated by the arbitration administrator will decide the Claim under applicable law. The arbitrator is bound by the terms of this agreement to arbitrate. The AAA or mutually agreeable administrator will apply its code of procedures in effect at the time the arbitration claim is filed. If there is a conflict between that code of procedures and this arbitration provision and/or any sections of this Card Agreement, this arbitration provision and/or this Card Agreement will control. The arbitrator will honor all claims of privilege recognized by law. Subject to the prohibition on class, representative, and consolidation procedures set forth above, the arbitrator will have the power to award to a party any damages or other relief (including relief in equity) provided for under applicable law. That is, a party will be entitled to recover in arbitration any damages or other relief that it could recover if it prevailed in a court proceeding. An arbitrator's award shall consist of a written statement setting forth the disposition of each Claim. At the request of any party, the arbitrator shall also set forth a written explanation of the essential findings and conclusions on which the award is based. An arbitration award shall decide the rights and obligations only of the parties named in the arbitration, and shall not have any bearing on another person or dispute.

If your Claim is for \$10,000 or less, you may choose whether the arbitration will be conducted solely on the basis of documents, in a telephonic hearing, or in an in-person hearing.

Any in-person hearing will take place in the federal judicial district that includes your billing address at the time the Claim is filed, unless the parties agree to a different place.

The Arbitrator's Decision: The arbitrator's decision will be final and binding on the parties. A party can file a written appeal to the arbitration administrator within thirty (30) days after an award is issued. The appeal will proceed before a panel of three neutral arbitrators designated by the same arbitration administrator. The panel will decide anew all factual and legal issues, following the same rules of procedure, by majority vote any aspect of the original decision objected to. The costs of such an appeal will be borne in accordance with the below paragraph entitled "Fees and Costs". Any review by a court shall be governed by the Federal Arbitration Act. Any final arbitration award will be binding on the named parties and enforceable by any court having jurisdiction.

Fees and Costs: We will pay any costs that are required to be paid by us under the arbitration administrator's rules of procedure. If you file the arbitration, you will pay your share of the initial filing fee, unless you seek and qualify for a fee waiver under the applicable rules of the arbitration administrator. The party filing an appeal shall be responsible for all filing fees and costs of the appeal unless prohibited by administrator's rules of procedure. All parties are responsible for their own attorney's fees, expert fees and any other expenses, unless the arbitrator awards such fees or expenses to you or us if allowed by applicable law.

Other Parties Subject to this Agreement to Arbitrate: In addition to you and us, the rights and duties described in this agreement to arbitrate apply to: any third party co-defendant of a claim subject to this arbitration provision; all joint account holders, Additional Cardholders, and Authorized Users of your Account(s).

How to REJECT this Agreement to Arbitrate: You can reject this agreement to arbitrate but only if we receive from you a written notice of rejection within 45 days after it was first provided to you. To reject this agreement to arbitrate you must send the notice of rejection to: Credit One Bank, Attention: Arbitration Opt Out, P. O. Box 98873, Las Vegas, NV 89193-8873. Rejection notices sent to any other address will not be accepted or effective. If you decide to reject this agreement to arbitrate in writing, your notice must state that you reject this agreement to arbitrate and include your name, address, account number, and personal signature. Rejection of arbitration will not affect your other rights or responsibilities under this Card Agreement.

Survival, Severability, and Amendment of Terms:

Survival. This agreement to arbitrate shall survive changes in the Agreement and termination of the Account or the relationship between you and us, including the bankruptcy of any party and any transfer or sale of your Account, or amounts owed on your Account, to another person or entity.

Severability. If any part or parts of your agreement to arbitrate are declared unenforceable, then such specific part or parts shall be of no force or effect and shall be severed, but the remainder of this agreement to arbitrate shall continue in full force and effect. If, however, the entire agreement to arbitrate or your waiver of the right to bring or participate in a class or representative action or in consolidation procedures is unenforceable, then the agreement to arbitrate shall be of no force or effect. Notwithstanding the preceding sentence, with respect to California Account Holders, if arbitration is unenforceable, in whole or in part, you and we agree to resolve any Claim by a judicial reference proceeding as described above.

Amendment in Writing Only. This agreement to arbitrate may not be amended, severed, or waived, except as expressly provided in the Agreement or in a written agreement between you and us.

Other Information

Transactions in Foreign Currencies: If you make a transaction at a merchant that settles in a currency other than U.S. dollars, American Express will convert that charge into a U.S. Dollar amount. That conversion will be done at a rate selected by American Express from the range of rates available in wholesale currency markets for the applicable central processing date, which rate may vary from the rate American Express itself receives, or the government-mandated rate in effect for the applicable central processing date. The currency conversion rate used on the processing date may differ from the rate that would have been used on the purchase date or on the date the transaction is posted to your Account. You agree to pay the converted amount, including any charges for the conversion that may be imposed as described above.

Changes to Your Agreement: The rates, fees and terms of this Agreement may change and we may add or delete any term to this Agreement, consistent with applicable law. We will give you advance written notice of these changes and a right to reject the change, if required by law.

Unauthorized Use: Notify us immediately if your Card is lost or stolen or you suspect that someone is using your Card or Account without your permission.

Assignment: We may assign any or all of our rights and obligations under this Agreement. You may not assign any of your rights or obligations under this Agreement.

No Waiver: We will not lose our rights under this Agreement because we delay or do not enforce them.

Governing Law: This Agreement is governed by and interpreted in accordance with the laws applicable to national banks, and, where no such laws apply, by the laws of the State of Nevada, excluding the conflicts of law provisions thereof, regardless of your state of residence.

Conformance with Law; Severability: If any part of this Agreement conflicts with applicable law, that provision will be considered modified to conform to applicable law. If any part of this Agreement is invalid, the rest shall remain in effect, except as otherwise noted in the Arbitration Provision.

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 the Billing Inquiries address on the statement.

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 \$50.00 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 \$50.00. (Note: Neither of these are necessary if your purchase was based on an advertisement we mailed to you, or if we own or operate 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 the Billing Inquiries address shown on your statement.

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

Cash Back Rewards Program Supplement

This Supplement describes the terms and conditions of the Credit One Cash Back Rewards Program ("Program") and supplements the Card Agreement that governs your credit card account issued by Credit One Bank, N.A. (the "Account"). By using the Account, you agree to participate in the Program. Your participation is subject to the terms of the Card Agreement, including the arbitration provision, if applicable, and this Supplement. In the event of a conflict between the Card Agreement and this Supplement, with respect to matters relating to the Program, this Supplement controls.

Earning Cash Back Rewards: You earn cash back rewards in the form of an automatic statement credit equal to 1% of all Net Purchases made with your Account. You do not earn cash back rewards on Cash Advances, Balance Transfers, interest, fees, and other charges. We will post a statement credit to your Account within seven days after the end of the month based on the Net Purchases made with your Account from the 27th of the previous month to the 26th of the current month. If your Account is in default, as defined in your Card Agreement, at the time the credit is to be posted, you WILL NOT receive the credit. Cash back rewards have no cash value.

Net Purchases: Net Purchases are Purchases minus any returns, disputed charges, unauthorized charges, illegal or fraudulent charges or other credits for such Purchases.

Program Restrictions: You will receive an automatic cash back rewards credit on each statement that has at least one Net Purchase. Automatic statement credits for cash back rewards will reduce the balance on your Account but will not count as payments. You will still be required to pay at least the Minimum Payment Due as shown on your billing statement each month. You WILL NOT earn cash back rewards for Purchases made while your Account is in default as defined within your Card Agreement. This Program excludes Accounts already enrolled in a different Credit One cash back rewards program.

Changes: The Program may be changed (added to, modified or deleted) by us at any time. We will give you prior notice to the extent required by law. The current version of this Program may be found at www.CreditOneBank.com along with the Card Agreement. Any revisions may affect your ability to earn cash back rewards.

Termination: We may suspend or terminate the Program or your participation in the Program at any time without prior notice. In such event, we will evaluate your Account for any eligible cash back rewards as of the Program termination date. Provided that you meet all of the other Program Restrictions listed above at that time, you will receive a distribution of the cash back rewards earned during the current billing period in the form of a statement credit.

Limited Liability: Unless otherwise required by law, this Program, or our Card Agreement with you, we will not be liable to you or anyone making a claim on your behalf, in connection with: (1) any change or termination of the Program; (2) any loss, damage, expense or inconvenience caused by any occurrence outside of our control; (3) any taxes that you incur as a result of receiving cash back rewards, payment of which taxes will be your responsibility; (4) any merchandise or services you purchase, or for any direct, indirect or consequential damages with respect to the use of your Account. In any event, any liability that Credit One may have to you in connection with the Program shall be limited to the amount of any cash back rewards you have earned in this Program. The Program and cash back rewards are void or limited where prohibited or restricted, respectively, by federal, state or local law.

American Express is a federally registered service mark of American Express. This credit card program is issued and administered by Credit One Bank, N.A., pursuant to a license from American Express.

Pricing Summary

Interest Rates and Interest Charges	
ANNUAL PERCENTAGE RATE (APR) for Purchases	24.40% This APR will vary with the market based on the Prime Rate.
ANNUAL PERCENTAGE RATE (APR) for Balance Transfers	24.40% This APR will vary with the market based on the Prime Rate.
ANNUAL PERCENTAGE RATE (APR) for Cash Advances	24.40% This APR will vary with the market based on the Prime Rate.
Paying Interest	Your due date is at least 24 days after the close of each billing cycle. We will not charge you any interest on Purchases if you pay your entire balance by the due date each month. We will begin charging interest on Cash Advances and Balance Transfers from the posting date.
Minimum Interest Charge	If you are charged interest, the charge will be no less than \$1.00.
For Credit Card Tips from the Consumer Financial Protection Bureau	To learn more about factors to consider when applying for or using a credit card, visit the website of the Consumer Financial Protection Bureau at http:// www.consumerfinance.gov/learnmore .
Fees	
Annual Fee	\$95
Transaction Fees <ul style="list-style-type: none"> • Balance Transfer • Cash Advance • Foreign Transaction 	Either \$10 or 5% of the amount of each Balance Transfer, whichever is greater. Either \$10 or 5% of the amount of each Cash Advance, whichever is greater. Either \$1 or 3% of the amount of each purchase in U.S. dollars, whichever is greater.
Penalty Fees <ul style="list-style-type: none"> • Late Payment • Returned Payment 	Up to \$39* Up to \$39**

How We Will Calculate Your Balance: We use a method called “average daily balance (including new Purchases).” See your Card Agreement for more details.

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

***Late Payment Fee:** We will charge the maximum safe harbor amount, which is set annually in accordance with 12 C.F.R 1026.52(b)(1)(ii)(D). Currently the fee is \$29, unless you incurred a Late Payment Fee during the prior six billing cycles. If you did, the fee is currently \$39. This fee will not exceed

the related Minimum Payment that was due. We charge a Late Payment Fee to your Account if at least the Amount Due This Period (less any Late Payment Fee for the current billing cycle) plus any Past Due Amount is not received by 5:00 p.m. PT on the Payment Due Date shown on your statement.

****Returned Payment Fee:** We will charge the maximum safe harbor amount, which is set annually in accordance with 12 C.F.R 1026.52(b)(1)(ii)(D). If a payment is not honored upon first presentment, even if the payment is later honored, a Returned Payment Fee will be charged to your Account. Currently, the fee is \$29, unless you incurred a Returned Payment Fee in the prior six billing cycles. If you did, the fee is currently \$39. This fee will not exceed the related Minimum Payment that was due.

Additional Rate Information: The Purchase, Balance Transfer and Cash Advance APR equals the Prime Rate plus a margin of 21.15%. This corresponds to a monthly periodic rate of 2.03333%.

Minimum Payments: You may pay the entire New Balance shown on your billing statement at any time. Each billing period you must pay at least the Minimum Payment Due by the Payment Due Date shown on your billing statement. The Minimum Payment Due will be the sum of:

- 3.5% of your outstanding balance, rounded up to the next whole dollar, or \$30, whichever is greater;
- any Late Payment Fee for the current billing cycle;
- and any Past Due Amount (excluding any past due Late Payment Fees).

The Agreement

This Agreement, together with the Pricing Summary, is your contract with us.

Accepting this Agreement: You accept this Agreement when you use the Account. You may still reject this Agreement if you have not yet used the Card, used the Account, or paid a fee after receiving a billing statement. To reject the Agreement, call us at 866-515-5721 or write us at Bank Card Center, P.O. Box 95516, Las Vegas, NV 89193-5516. If you reject the Agreement, you are not responsible for any fees or charges.

Arbitration: This Agreement includes an Arbitration Provision with class action and jury trial waivers. You can reject the Arbitration Provision. See "How to REJECT this agreement to arbitrate" in the Arbitration section. If you do not, it will be part of this Agreement.

Promise to Pay: You agree to pay us for all amounts due on your Account, including credit for Purchases, Balance Transfers, and Cash Advances, as well as interest charges and fees. This includes charges made by Additional Cardholders and other Authorized Users.

Definitions

Account means the Credit One Bank card account under this Agreement.

Authorized User means any person you allow to use your Account or Card, including Additional Cardholders. If the Authorized User has been issued a Card and you want to terminate the Authorized User, you must notify us by telephone or in writing.

Balance Transfer means a transaction we designate that allows you to use your Account to pay another creditor or yourself. Balance Transfers cannot be used to pay us or our affiliates. A Balance Transfer will be subject to the terms of the Balance Transfer offer and this Agreement.

Card refers to one or more cards or access devices, including your Account number, that we give you or someone else with your authorization to get credit under this Agreement.

Cardholder refers to each person with a card issued in their name.

Cash Advance means the use of your Account to obtain funds at a financial institution or the use of a Convenience Check.

Convenience Check means a check we issue to you to take a Cash Advance. You may not use these checks to pay us or our affiliates.

Purchase means the use of the Account to obtain goods or services.

Prime Rate means the highest U.S. Prime Rate in the Money Rates section of The Wall Street Journal on the 25th day of the month, or the next day if that day is not a publication day. If The Wall Street Journal does not publish the U.S. Prime Rate, we may substitute another index.

we, us, our, and Credit One Bank refer to Credit One Bank, N.A., the issuer of your Card.

you, and **your** refer to each person who has applied for the Account and where appropriate, the Authorized User.

Features and Use of Your Account

Using Your Card: You may make Purchases wherever the Card is accepted. You may use the Account to obtain Cash Advances, but you may not make more than two Cash Advance transactions per day and you may not obtain more than \$200 in Cash Advances per day. You may use the Account for only personal, family, household, or charitable purposes, and if your Account is used for any other purpose you are still responsible for such use. You may not use the Account for business or commercial purposes. The Account may not be used for online or internet gambling or illegal purposes.

Your Credit Limit: We will tell you your credit limit. Keep your Account balance below your credit limit. If you do not, you must still pay us. We may designate part of your credit limit as a Cash Advance limit and part as a Balance Transfer limit. We may change your credit limit(s) at any time, without notice. You may use a portion of your credit limit for Cash Advances and Balance Transfers. Each Purchase, Cash Advance, and Balance Transfer obtained will reduce the amount of available credit under your credit limit until it is repaid. We may delay increasing your available credit by the amount of any payment that we receive for up to 12 calendar days.

Credit Limit Increase: To request a credit limit increase contact the Customer Service number on your statement. We may impose a fee for processing the request.

Credit Authorizations: We may decline to authorize a transaction for any reason. We will not be liable to you if we decline a transaction or if anyone refuses any use of your Card.

Automatic Billing: You may set up automatic billing with a merchant. You authorize us to provide an updated Account number or Card expiration date to any merchant at our discretion. Contact the merchant to stop automatic billing.

Joint Accounts: If this is a joint account, each of you is responsible individually and together for all amounts owed. Each of you is responsible even if the Account is used by only one of you. You will continue to be liable for the entire balance of the Account, even if your co-applicant is ordered by a court to pay us. You will remain liable to us if your co-applicant fails to pay as ordered by the court. Your Account status will continue to be reported to the credit reporting agencies under each of your names. The delivery of notices or billing statements to either of you serves as delivery to each of you. We may rely on instructions given by either of you. We are not liable to either of you for relying upon such instructions.

Electronic Access: Applications (apps) on electronic devices (such as mobile wallets) can store your Card and can be used to get credit under this Agreement. Such transactions are covered by this Agreement. Apps may have separate terms of use. We are not responsible if you violate those terms or for any consequences from violating those terms.

Additional Cardholder: At your request, we may, at our discretion, issue, in the name of another person, an additional Card on your Account. That person is an Additional Cardholder, as well as an Authorized User. An Additional Cardholder has access to certain Account information including balance, available credit and payment information. If you advise us that the Additional Cardholder is your spouse, information regarding the Account will be provided to consumer reporting agencies in your name as well as in the name of the Additional Cardholder. By requesting that we add an Additional Cardholder to your Account, you represent that you (1) have the consent of the Additional Cardholder to be added to the Account, (2) have provided a copy of this Agreement to the Additional Cardholder, and (3) if the Additional Cardholder is your spouse, you have told the Additional Cardholder that Credit One Bank will furnish credit information about them to the credit reporting agencies in connection with the Account. The Additional Cardholder may report the Card lost or stolen and may remove him or herself from the Account.

Interest Rates and Interest Changes

Annual Percentage Rates (APRs): See the Pricing Summary for your APRs. The APR for Balance Transfers will be the same as the APR for standard Purchases, unless a promotional rate applies.

Variable Rates: Your Pricing Summary indicates whether you have any variable APRs. Variable APRs are determined by adding to the Prime Rate the number of percentage points ("margin") specified in the Pricing Summary. Variable APRs will increase or decrease when the Prime Rate changes. The APR change will take effect beginning with billing cycles that end on or after the first day of the month after the month in which the Prime Rate changes. An increase in the APR will increase your interest charges and may increase your Minimum Payment Due.

Average Daily Balance Method (including new transactions): We calculate interest each billing cycle by first figuring the "average daily balance" for each type of balance. Standard Purchases, standard Cash Advances, standard Balance Transfers, and each promotional offer, are all types of balances.

For each type of balance, for each billing cycle, we start with the balance on the last day of your previous billing cycle. We subtract any unpaid interest. This is the beginning balance each day. Each day of the billing cycle we subtract any new payments and credits applied to that type of balance. We add any new transactions and fees for that type of balance. We add Purchases, Cash Advances, and Balance Transfers on the post date. We add transaction fees on promotional rate and non-promotional rate Balance Transfers to the same type of balance as the transaction. We add all other fees to the standard Purchase balance. This gives us the daily balance for that type of balance, except that if the daily balance is negative, we treat it as zero. We then add up all of the daily balances and divide by the number of days in the billing cycle. This gives us the "average daily balance" for that type of balance. We multiply the average daily balance by the applicable monthly periodic rate (the APR divided by 12). This gives us the interest charged for that type of balance for that billing cycle. This interest is included in the Account balance on the last day of the billing cycle. The results for all types of balances are then added together to determine the total interest charged that billing cycle.

When Interest Begins: We begin to impose interest on a transaction or fee from the day we add it to the daily balance. We continue to impose interest until you pay the total amount you owe us. You can avoid paying interest on Purchases as described below. However, you cannot avoid paying interest on Balance Transfers or Cash Advances.

How to Avoid Paying Interest on Purchases ("Grace Period"): If you pay the New Balance on your billing statement by the Payment Due Date shown on that billing statement, we will not impose interest on new Purchases paid by the Payment Due Date on your current billing statement. The Payment Due Date will be at least 24 days after the close of the billing cycle. If you have been paying your Account balance in full and thereby avoiding interest on Purchases, but then do not pay the next New Statement Balance in full by the Payment Due Date, in that billing cycle we will start charging interest on the unpaid portion of your balance.

Fees

See the Pricing Summary for additional Fee information.

Annual Fee: If your Account is subject to an Annual Fee, the amount and when it is billed is shown on the Pricing Summary. The Annual Fee is billed to the Account until the Account is closed and the outstanding balance is paid in full. The Annual Fee is refundable as long as you cancel your Account and have not used your card for any Purchases, Cash Advances, or Balance Transfers and you have not made a payment.

Credit Limit Increase Fee: If a fee is imposed for processing a Credit Limit increase request, we will tell you the amount of the fee at the time of your request and before you agree to it.

Transaction Fee for Balance Transfers: The transaction fee for Balance Transfers will be the same as the transaction fee for Cash Advances, unless a promotional fee applies.

Foreign Transaction Fee: We add this fee for each purchase made outside the U.S. (A purchase is made outside the U.S. unless it is made with a U.S. merchant, processed completely in the U.S., and in U.S. dollars.) The fee is a percentage of the U.S. dollar amount of the purchase. American Express charges a foreign currency conversion fee of 1% of the amount of the transaction in U.S. dollars. This fee is included as part of the Foreign Transaction Fee listed in the Pricing Summary.

Optional Express Payment Service Fee: If a representative of ours helps expedite your payment, we may impose an Express Payment fee. You will be informed of the amount of the fee before you complete the transaction.

Duplicate Statement Fee: If you request a duplicate copy of a monthly statement, for any purpose other than to assert a billing error, you will be charged a fee of up to \$10 for each statement copy requested.

Sales Slip Request Fee: If you request a copy of a sales slip, for any purpose other than to resolve a dispute about the charges on your Account, you will be charged a fee of \$6 for each sales slip copy requested.

Replacement Card Fee: If you request a replacement card, a Replacement Card Fee of up to \$25 may be charged to your Account.

Payments

Minimum Payment Due: See the Pricing Summary for the minimum payment requirements.

Small Balances: As it is uneconomical for both you and us to process payments or maintain credits that are \$1 or less in amount, you agree as follows: (1) In any billing cycle in which you have had no transactions and your New Balance on the billing date is \$1 or less, the balance will be rounded to zero and you will not receive a bill for this amount.

(2) In the event that you have a credit balance of \$1 or less for two consecutive billing cycles, the balance will be rounded to zero and you will not receive a refund of this amount.

Payment Instructions: You must pay us in U.S. dollars, in funds on deposit in the U.S. We credit your payments in accordance with the terms contained on your billing statement. If you mail your payment to an address other than the address designated on your billing statement, there may be a delay in processing and crediting the payment to your Account.

Irregular Payments: Any payment submitted in offer of settlement of a disputed debt, including any item containing a notation such as "paid in full," and any other item with a restrictive endorsement, must be sent to: Credit One Bank, P.O. Box 95516, Las Vegas, NV 89193-5516. We can accept late payments, partial payments, and checks or other items with restrictive endorsements at any other address without losing any of our rights under this Agreement.

Postdated Checks: You agree that we need not examine any payment check to confirm that it is not postdated and that we may deposit any postdated check on the day we receive it.

Payment Allocation: We apply payments up to the Minimum Payment Due and credits at our discretion, which may result in balances at lower APRs being paid first and higher interest charges. Payments over the Minimum Payment Due will be applied to balances with higher APRs first.

Collecting, Sharing, and Updating Information

Customer Privacy: We send you our Privacy Policy when you open your Account and thereafter in accordance with applicable law. It summarizes the personal information we collect; how we safeguard its confidentiality and security; when it may be shared with others; and how you can limit our sharing of this information. You accept the terms of our Privacy Policy when you use the Account. Contact us or visit CreditOne.com if you would like a copy.

Information About You: You authorize us to obtain and/or use information about you from third parties and credit reporting agencies to: (1) verify your identity and/or conduct investigative inquiries; (2) determine your income and credit eligibility; (3) review your Account and provide renewal of credit; (4) verify your current credit standing in order to present future credit limit increases or decreases; (5) qualify you for and present additional lines of credit or other offers; and (6) collect amounts owing on your Account. Upon request, we will tell you the name and address of any credit reporting agency that provided us with information concerning you.

Furnishing Information: We may furnish information concerning your Account or credit file to consumer reporting agencies and others who may properly receive that information. If you believe that information we furnished is inaccurate or incomplete, please write us at Credit One Bank, P. O. Box 98873, Las Vegas, NV 89193-8873. Please include your name, address, home phone number and Account number.

Telephone Calls, Text Messages and Emails Regarding Your Account: You are providing express written permission and consent authorizing Credit One Bank and our agents, servicers, contractors, subsidiaries, affiliates, officers, and other partners and employees to contact you at any phone number (including mobile, cellular/wireless, or similar devices) or email address you provide at any time, for any lawful purpose. The ways in which we may contact you include live operator, automatic telephone dialing systems (auto-dialer), prerecorded and artificial voice message, text/SMS message or email. Phone numbers and email addresses you provide include those you give to us, those from which you, or someone acting on your behalf, contact us or which we obtain through other means. If you provide a phone number for which you are not the owner, you confirm you are authorized to provide that number. Such lawful purposes include, but are not limited to: obtaining information; activation of the card for verification and identification purposes; account transactions or servicing related matters; suspected fraud or identity theft; collection on the Account; and providing information about special products and services. You agree to pay any fee(s) or charge(s) that you may incur for incoming communications from us or outgoing communications to us, to or from any such number or email address, without reimbursement from us.

Communication Revocation: You may revoke your authorization for most communications. However, you cannot revoke authorization for fraud related communications or legally required communications. To change your communication preferences or to revoke consent you must write us. Please:

- include your name, mailing address, and the last four digits of your Account number;
- specify whether you are changing your preferences regarding mail, telephone calls, emails, and/or text or SMS messages;
- provide the specific phone number(s) and/or email address for which you are requesting communications to cease;
- send this written notice to: Credit One Bank, P.O. Box 98873, Las Vegas, NV 89193-8873.

Certain communication preferences can be changed on-line. Please log in to your Account to see if that option is available.

Telephone Monitoring: You agree that we (and our servicers, agents and contractors) may monitor and record any calls between you and us.

Updating Your Phone Number: Notify us immediately if you change mobile or cell phone numbers or plan to give your phone to someone else. It is your responsibility to provide us with a true, accurate and complete mobile number and to maintain and update promptly any changes in this information. You can update your mobile number by calling us at the phone number on the back of your Card.

Indemnification: If you provide telephone number(s) for which you are not the subscriber, or fail to notify us when you cease to be the subscriber for a telephone number you previously gave us, you agree to indemnify us, our subsidiaries, affiliates, officers, agents, servicers, contractors, and other partners and employees for any costs and expenses, including reasonable attorneys' fees, incurred as a result of us contacting or attempting to contact you at the number(s). Your obligation under this paragraph shall survive termination of the Agreement.

Account Closure

Default: You are in default under this Agreement if (1) bankruptcy or another insolvency proceeding is filed by or against you; (2) we reasonably believe you are unable or unwilling to repay us; (3) you die or are legally incompetent or incapacitated; (4) you fail to comply with the terms of this Agreement, including failing to make a required payment when due, exceeding your credit limit or using your Card or Account for an illegal transaction; (5) you give us misleading, false, incomplete or incorrect information or fail to give us any information we deem necessary; or (6) if you no longer permanently reside in one of the 50 states or the District of Columbia. If you are in default, we may declare the entire Account balance immediately due and payable without advance notice.

Collection Costs: If we use an attorney to collect your Account, we may charge you our legal costs as permitted by law. These include reasonable attorneys' fees, court or other collection costs, and fees and costs of any appeal.

Closing Your Account: You may close your Account at any time. You will remain responsible for any amount you owe us under this Agreement. Any joint Cardholder may cancel a joint Account. However, both of you will remain responsible for paying all amounts owed. If your Account is subject to an Annual Fee, the fee will continue to be charged until you pay your outstanding balance in full.

We may cancel, suspend or not renew your Card, Account, or access to the credit line at any time and for any reason without notice. If your Account is closed by us, the Annual Fee will continue to be charged until you pay your outstanding balance in full.

However, when your Account is closed, if there is: (1) a debit balance of \$1 or less, that balance will be rounded to zero and you will not be required to pay this amount; or (2) a credit balance of \$1 or less, that balance will be rounded to zero and this amount will not be refunded to you. The rounding to zero may occur after your closing statement cycles, and you may not receive a statement reflecting the rounding.

Arbitration Agreement

PLEASE READ CAREFULLY—IMPORTANT—AFFECTS YOUR LEGAL RIGHTS

This agreement to arbitrate provides that you or we can require controversies or disputes between us to be resolved by BINDING ARBITRATION. You have the right to REJECT this agreement to arbitrate by using the procedure explained below.

If you do not reject this agreement to arbitrate, you GIVE UP YOUR RIGHT TO GO TO COURT and controversies or disputes between us will be resolved by a NEUTRAL ARBITRATOR INSTEAD OF A JUDGE OR JURY, using rules that are simpler and more limited than in a court. Arbitrator decisions are subject to VERY LIMITED REVIEW BY A COURT. Arbitration will proceed INDIVIDUALLY— CLASS ACTIONS AND SIMILAR PROCEDURES WILL NOT BE AVAILABLE TO YOU.

Agreement to Arbitrate: You and we agree that either you or we may, without the other's consent, require that controversies or disputes between you and us (all of which are called "Claims"), be submitted to mandatory, binding arbitration. This agreement to arbitrate is made pursuant to a transaction involving interstate commerce, and shall be governed by, and enforceable under, the Federal Arbitration Act (the "FAA"), 9 U.S.C. §1 et seq., and (to the extent State law is applicable), the laws of the State of Nevada.

For purposes of this agreement to arbitrate, "you" includes you, any co-applicant, any Authorized User (including Additional Cardholders), or anyone else connected with you or claiming through you; and "we" or "us" includes Credit One Bank, N.A., all of its parents, subsidiaries, affiliates, successors, predecessors, employees, and related persons or entities, and all third parties who are regarded as agents or representatives of us in connection with the subject matter of the claim or dispute at issue.

Covered Claims: Claims subject to arbitration include, but are not limited to, any controversies or disputes arising from or relating in any way to your Account; any transactions involving your Account; any disclosures made to you concerning your Account; any interest, charges, or fees assessed on your Account; any service(s) or programs related to your Account; and, if permitted by the rules of the arbitration forum, any collection of debt related to your Account. Claims also include controversies or disputes arising from or relating in any way to advertising, solicitations, or any application for, approval of, or establishment of your Account. Claims subject to arbitration include any controversies or disputes based on any theory of law, whether contract, tort, statute, regulation, common law, or equity, or whether they seek legal or equitable remedies. All Claims are subject to arbitration whether they arose in the past, may currently exist, or may arise in the future. Arbitration will apply even if your Account is closed, you pay us in full any

outstanding debt you owe, or you file for bankruptcy. Also, controversies or disputes about the validity, enforceability, coverage, meaning, or scope of this agreement to arbitrate or any part thereof are subject to arbitration and are for the arbitrator to decide. Any questions about what Claims are subject to arbitration shall be resolved by interpreting this agreement to arbitrate in the broadest way the law will allow it to be enforced.

Claims Not Covered: Claims (whether brought initially or by counter or cross-claim) are not subject to arbitration if they are filed by you or us in a small claims court, so long as the case remains in such court and only individual claims for relief are advanced in the case.

No Class Arbitration or Consolidation or Joinder of Parties: Class actions and other similar procedures in which individuals seek to represent similarly situated individuals or seek relief on behalf of the general public, and consolidation or joinder of Claims (except for claimants on the same account), are NOT available under this agreement to arbitrate. Claims in arbitration will proceed on an INDIVIDUAL basis only:

UNLESS YOU REJECT THIS AGREEMENT TO ARBITRATE, YOU AND WE WAIVE THE RIGHT TO ASSERT OR PARTICIPATE
IN A CLASS ACTION OR ANY REPRESENTATIVE OR CONSOLIDATED PROCEEDING IN COURT OR IN ARBITRATION.

The arbitrator shall have no authority to entertain any Claim as a class action or private attorney general action or on any other similar representative basis, nor shall the arbitrator have any authority to consolidate or join Claims brought by separate claimants (except for claimants on the same account). This also means that the arbitrator shall have no authority to make any award for the benefit of, or against, any person other than the individual who is the named party.[†]

†Notice to California Account Holders: This agreement to arbitrate shall not be construed to prevent you from seeking in the arbitration the remedy of public injunctive relief if (a) you reside in California, (b) you resided in California at the time you entered into this agreement to arbitrate, or (iii) the billing address for your Account is a California address (hereafter, "California Account Holder").

Initiation of Arbitration: The arbitration shall be administered by the American Arbitration Association ("AAA") before a single arbitrator under the AAA's Consumer Arbitration Rules, or by a mutually agreeable administrator, before a single arbitrator, as modified by this arbitration provision. Information about the arbitration process for AAA can be obtained from the AAA at www.adr.org. The arbitrator shall be selected from the AAA (or mutually agreeable administrator) panel of neutrals then active on the roster maintained by the AAA (or mutually agreeable administrator) office located in the city of or nearest to your billing address and, unless otherwise mutually agreed, the arbitrator shall be a retired federal judge, a retired state appellate judge, a retired state trial judge, or a lawyer with at least 15 years of experience in that order of preference.

In the event that the AAA or mutually agreeable administrator is unable or unwilling to handle the Claim for any reason, then the matter shall be arbitrated instead by a neutral arbitrator selected by agreement of the parties (or, if the parties cannot agree, selected by a court in accordance with the FAA).

Arbitration Procedures and Applicable Law; Offer of Settlement: Unlike a lawsuit in state or federal court, arbitration is conducted by a private organization that specializes in alternative dispute resolution. Disputes in arbitration are decided by a neutral arbitrator instead of a judge or jury. You may represent yourself in arbitration, or you may be represented by a lawyer.

Under this agreement to arbitrate, a single arbitrator designated by the arbitration administrator will decide the Claim under applicable law. The arbitrator is bound by the terms of this agreement to arbitrate. The AAA or mutually agreeable administrator will apply its code of procedures in effect at the time the arbitration claim is filed. If there is a conflict between that code of procedures and this arbitration provision and/or any sections of this Card Agreement, this arbitration provision and/or this Card Agreement will control. The arbitrator will honor all claims of privilege recognized by law. Subject to the prohibition on class, representative, and consolidation procedures set forth above, the arbitrator will have the power to award to a party any damages or other relief (including relief in equity) provided for under applicable law. That is, a party will be entitled to recover in arbitration any damages or other relief that it could recover if it prevailed in a court proceeding. An arbitrator's award shall consist of a written statement setting forth the disposition of each Claim. At the request of any party, the arbitrator shall also set forth a written explanation of the essential findings and conclusions on which the award is based. An arbitration award shall decide the rights and obligations only of the parties named in the arbitration, and shall not have any bearing on another person or dispute.

If your Claim is for \$10,000 or less, you may choose whether the arbitration will be conducted solely on the basis of documents, in a telephonic hearing, or in an in-person hearing.

Any in-person hearing will take place in the federal judicial district that includes your billing address at the time the Claim is filed, unless the parties agree to a different place.

The Arbitrator's Decision: The arbitrator's decision will be final and binding on the parties. A party can file a written appeal to the arbitration administrator within thirty (30) days after an award is issued. The appeal will proceed before a panel of three neutral arbitrators designated by the same arbitration administrator. The panel will decide anew all factual and legal issues, following the same rules of procedure, by majority vote any aspect of the original decision objected to. The costs of such an appeal will be borne in accordance with the below paragraph entitled "Fees and Costs".

Any review by a court shall be governed by the Federal Arbitration Act. Any final arbitration award will be binding on the named parties and enforceable by any court having jurisdiction.

Fees and Costs: We will pay any costs that are required to be paid by us under the arbitration administrator's rules of procedure. If you file the arbitration, you will pay your share of the initial filing fee, unless you seek and qualify for a fee waiver under the applicable rules of the arbitration administrator. The party filing an appeal shall be responsible for all filing fees and costs of the appeal unless prohibited by administrator's rules of procedure. All parties are responsible for their own attorney's fees, expert fees and any other expenses, unless the arbitrator awards such fees or expenses to you or us if allowed by applicable law.

Other Parties Subject to this Agreement to Arbitrate: In addition to you and us, the rights and duties described in this agreement to arbitrate apply to: any third party co-defendant of a claim subject to this arbitration provision; all joint account holders, Additional Cardholders, and Authorized Users of your Account(s).

How to REJECT this Agreement to Arbitrate: You can reject this agreement to arbitrate but only if we receive from you a written notice of rejection within 45 days after it was first provided to you. To reject this agreement to arbitrate you must send the notice of rejection to: Credit One Bank, Attention: Arbitration Opt Out, P. O. Box 98873, Las Vegas, NV 89193-8873. Rejection notices sent to any other address will not be accepted or effective. If you decide to reject this agreement to arbitrate in writing, your notice must state that you reject this agreement to arbitrate and include your name, address, account number, and personal signature. Rejection of arbitration will not affect your other rights or responsibilities under this Card Agreement.

Survival, Severability, and Amendment of Terms:

Survival. This agreement to arbitrate shall survive changes in the Agreement and termination of the Account or the relationship between you and us, including the bankruptcy of any party and any transfer or sale of your Account, or amounts owed on your Account, to another person or entity.

Severability. If any part or parts of your agreement to arbitrate are declared unenforceable, then such specific part or parts shall be of no force or effect and shall be severed, but the remainder of this agreement to arbitrate shall continue in full force and effect. If, however, the entire agreement to arbitrate or your waiver of the right to bring or participate in a class or representative action or in consolidation procedures is unenforceable, then the agreement to arbitrate shall be of no force or effect. Notwithstanding the preceding sentence, with respect to California Account Holders, if arbitration is unenforceable, in whole or in part, you and we agree to resolve any Claim by a judicial reference proceeding as described above.

Amendment in Writing Only. This agreement to arbitrate may not be amended, severed, or waived, except as expressly provided in the Agreement or in a written agreement between you and us.

Other Information

Transactions in Foreign Currencies: If you make a transaction at a merchant that settles in a currency other than U.S. dollars, American Express will convert that charge into a U.S. Dollar amount. That conversion will be done at a rate selected by American Express from the range of rates available in wholesale currency markets for the applicable central processing date, which rate may vary from the rate American Express itself receives, or the government-mandated rate in effect for the applicable central processing date. The currency conversion rate used on the processing date may differ from the rate that would have been used on the purchase date or on the date the transaction is posted to your Account. You agree to pay the converted amount, including any charges for the conversion that may be imposed as described above.

Changes to Your Agreement: The rates, fees and terms of this Agreement may change and we may add or delete any term to this Agreement, consistent with applicable law. We will give you advance written notice of these changes and a right to reject the change, if required by law.

Unauthorized Use: Notify us immediately if your Card is lost or stolen or you suspect that someone is using your Card or Account without your permission.

Assignment: We may assign any or all of our rights and obligations under this Agreement. You may not assign any of your rights or obligations under this Agreement.

No Waiver: We will not lose our rights under this Agreement because we delay or do not enforce them.

Governing Law: This Agreement is governed by and interpreted in accordance with the laws applicable to national banks, and, where no such laws apply, by the laws of the State of Nevada, excluding the conflicts of law provisions thereof, regardless of your state of residence.

Conformance with Law; Severability: If any part of this Agreement conflicts with applicable law, that provision will be considered modified to conform to applicable law. If any part of this Agreement is invalid, the rest shall remain in effect, except as otherwise noted in the Arbitration Provision.

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 the Billing Inquiries address on the statement.

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 \$50.00 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 \$50.00. (Note: Neither of these are necessary if your purchase was based on an advertisement we mailed to you, or if we own or operate 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 the Billing Inquiries address shown on your statement.

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

Cash Back Rewards Program Supplement

This Supplement describes the terms and conditions of the Credit One Bank Cash Back Rewards Program ("Program") and supplements the Card Agreement that governs your credit card account issued by Credit One Bank, N.A. (the "Account"). By using the Account, you agree to participate in the Program. Your participation is subject to the terms of the Card Agreement, including the arbitration provision, if applicable, and this Supplement. In the event of a conflict between the Card Agreement and this Supplement, with respect to matters relating to the Program, this Supplement controls.

Earning Cash Back Rewards: You earn cash back rewards in the form of an automatic statement credit for purchases using your Account minus returns, refunds, disputed charges and fraudulent transactions ("Net Eligible Purchases"), as follows:

- 5% cash back rewards on eligible gas, grocery, mobile phone service, and internet, cable and satellite TV service purchases for the first \$5,000 per calendar year in eligible gas, grocery, mobile phone service, and internet, cable and satellite TV service purchases, and then 1% thereafter.
- ❖ **Certain Non-Eligible Purchases.** You will only earn 1% cash back rewards, not 5%, for:
 - Any purchase at a warehouse club (including but not limited to Sam's Club and Costco);
 - Groceries purchased at stores that sell groceries and other products like drugstores and convenience stores or at smaller stores like bakeries, candy, nut or confection stores;
 - Purchases for oil or propane or at home heating companies; and
 - Purchases made with PayPal or at a discount supercenter (including but not limited to Wal-Mart and Target).
- 1% cash back rewards on all other purchases, including, the non-eligible purchases listed above.

You do not earn cash back rewards on Cash Advances, Balance Transfers, unauthorized charges, items returned for credit, interest, fees, and other charges. We will post a statement credit to your Account within seven days after the end of the month based on the Net Eligible Purchases made with your Account from the 27th of the previous month to the 26th of the current month. If your Account is in default, as defined in your Card Agreement, at the time any credit is to be posted, you WILL NOT receive the applicable credit. Cash back rewards have no cash value.

Merchant Categories: Merchants who accept credit cards are assigned a merchant code, which is determined by the merchant or its processor in accordance with the applicable credit card network's procedures based on the kinds of products and services they primarily sell. We have no control over merchant codes. Please note:

- We make every effort to include all relevant merchant codes in our cash back rewards categories. However, even though a merchant or some of the items that it sells may appear to fit within a cash back rewards category, the merchant may not have a merchant code in that category. When this occurs, purchases with that merchant won't qualify for cash back rewards on purchases in that category.
- Although a merchant or the items that it sells may appear to fit the cash back rewards categories, the merchant may not have or use an eligible merchant code. Purchases made without an eligible code WILL NOT qualify for cash back rewards. A merchant with more than one location may submit purchases using different codes, including codes that are not eligible under this Program. This means that purchases from the same merchant at a different location may result in no cash back rewards.
- Purchases submitted by you, an authorized user, or the merchant through third-party payment accounts, mobile or wireless card readers, online or mobile digital wallets, or similar technology will not qualify in a cash back rewards category if the technology is not set up to process the purchase in that cash back rewards category.

Program Restrictions: You will receive an automatic cash back rewards credit on each statement that has at least one Net Purchase. Automatic statement credits for cash back rewards will reduce the balance on your Account but will not count as payments. You will still be required to pay at least the Minimum Payment Due as shown on your billing statement each month. You WILL NOT earn cash back rewards for Purchases made while your Account is in default as defined within your Card Agreement. This Program excludes Accounts already enrolled in a different Credit One Bank cash back rewards program.

Changes: The Program may be changed (added to, modified or deleted) by us at any time, including without limitation amendments to the definition of eligible and non-eligible purchase at any time without notice. We will give you prior notice to the extent required by law. Any revisions may affect your ability to earn cash back rewards.

Termination: We may suspend or terminate the Program or your participation in the Program at any time without prior notice. In such event, we will evaluate your Account for any eligible cash back rewards as of the Program termination date. Provided that you meet all of the other Program Restrictions listed above at that time, you will receive a distribution of the cash back rewards earned during the current billing period in the form of a statement credit.

Limited Liability: Unless otherwise required by law, this Program, or our Card Agreement with you, we will not be liable to you or anyone making a claim on your behalf, in connection with: (1) any change or termination of the Program; (2) any loss, damage, expense or inconvenience caused by any occurrence outside of our control; (3) any taxes that you incur as a result of receiving cash back rewards, payment of which taxes will be your responsibility; (4) any merchandise or services you purchase, or for any direct, indirect or consequential damages with respect to the use of your Account. In any event, any liability that Credit One Bank may have to you in connection with the Program shall be limited to the amount of any cash back rewards you have earned in this Program. The Program and cash back rewards are void or limited where prohibited or restricted, respectively, by federal, state or local law.

American Express is a federally registered service mark of American Express. This credit card program is issued and administered by Credit One Bank, N.A., pursuant to a license from American Express.

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Pricing Summary

Interest Rates and Interest Charges	
ANNUAL PERCENTAGE RATE (APR) for Purchases	23.99% This APR will vary with the market based on the Prime Rate.
ANNUAL PERCENTAGE RATE (APR) for Balance Transfers	23.99% This APR will vary with the market based on the Prime Rate.
ANNUAL PERCENTAGE RATE (APR) for Cash Advances	23.99% This APR will vary with the market based on the Prime Rate.
Paying Interest	Your due date is at least 24 days after the close of each billing cycle. We will not charge you any interest on Purchases if you pay your entire balance by the due date each month. We will begin charging interest on Cash Advances and Balance Transfers from the posting date.
Minimum Interest Charge	If you are charged interest, the charge will be no less than \$1.00.
For Credit Card Tips from the Consumer Financial Protection Bureau	To learn more about factors to consider when applying for or using a credit card, visit the website of the Consumer Financial Protection Bureau at http:// www.consumerfinance.gov/learnmore .
Fees	
Annual Fee	\$75 for the first year. After that \$99 annually (\$8.25 per month).
Transaction Fees <ul style="list-style-type: none"> • Cash Advance • Balance Transfer • Foreign Transaction 	Either \$5 or 8% of the amount of each Cash Advance, whichever is greater. Either \$5 or 8% of the amount of each Balance Transfer, whichever is greater. Either \$1 or 3% of the amount of each purchase in U.S. dollars, whichever is greater.
Penalty Fees <ul style="list-style-type: none"> • Late Payment • Returned Payment 	Up to \$39* Up to \$39**

How We Will Calculate Your Balance: We use a method called “average daily balance (including new Purchases).” See your Card Agreement for more details.

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

Authorized User Card Fee: If you request a card for an authorized user, we charge an Authorized User Card Fee of \$19 annually. This fee will reduce the amount of your available credit.

***Late Payment Fee:** We will charge the maximum safe harbor amount, which is set annually in accordance with 12 C.F.R 1026.52(b)(1)(ii)(D). Currently the fee is \$28, unless you incurred a Late Payment Fee during the prior six billing cycles. If you did, the fee is currently \$39. This fee will not exceed the related Minimum Payment that was due. We charge a Late Payment Fee to your Account if at least the Amount Due This Period (less any Late Payment Fee for the current billing cycle) plus any Past Due Amount is not received by 5:00 p.m. PT on the Payment Due Date shown on your statement.

****Returned Payment Fee:** We will charge the maximum safe harbor amount, which is set annually in accordance with 12 C.F.R 1026.52(b)(1)(ii)(D). If a payment is not honored upon first presentment, even if the payment is later honored, a Returned Payment Fee will be charged to your Account. Currently, the fee is \$28, unless you incurred a Returned Payment Fee in the prior six billing cycles. If you did, the fee is currently \$39. This fee will not exceed the related Minimum Payment that was due.

Additional Rate Information: The Purchase, Balance Transfer and Cash Advance APR equals the Prime Rate plus a margin of 20.74%. This corresponds to a monthly periodic rate of 1.99917%.

Minimum Payments: You may pay the entire New Balance shown on your billing statement at any time. Each billing period you must pay at least the Minimum Payment Due by the Payment Due Date shown on your billing statement. The Minimum Payment Due will be the sum of:

- 5% of your outstanding balance, rounded up to the next whole dollar, or \$30, whichever is greater;
- any Late Payment Fee for the current billing cycle;
- and any Past Due Amount (excluding any past due Late Payment Fees).

The Agreement

This Agreement, together with the Pricing Summary, is your contract with us.

Accepting this Agreement: You accept this Agreement when you use the Account. You may still reject this Agreement if you have not yet used the Card, used the Account, or paid a fee after receiving a billing statement. To reject the Agreement, call us at 866-515-5721 or write us at Bank Card Center, P.O. Box 95516, Las Vegas, NV 89193-5516. If you reject the Agreement, you are not responsible for any fees or charges.

Arbitration: This Agreement includes an Arbitration Provision with class action and jury trial waivers. You can reject the Arbitration Provision. See "How to REJECT this agreement to arbitrate" in the Arbitration section. If you do not, it will be part of this Agreement.

Promise to Pay: You agree to pay us for all amounts due on your Account, including credit for Purchases, Balance Transfers, and Cash Advances, as well as interest charges and fees. This includes charges made by Additional Cardholders and other Authorized Users.

Definitions

Account means the Credit One Bank card account under this Agreement.

Authorized User means any person you allow to use your Account or Card, including Additional Cardholders. If the Authorized User has been issued a Card and you want to terminate the Authorized User, you must notify us by telephone or in writing.

Balance Transfer means a transaction we designate that allows you to use your Account to pay another creditor or yourself. Balance Transfers cannot be used to pay us or our affiliates. A Balance Transfer will be subject to the terms of the Balance Transfer offer and this Agreement.

Card refers to one or more cards or access devices, including your Account number, that we give you or someone else with your authorization to get credit under this Agreement.

Cardholder refers to each person with a card issued in their name.

Cash Advance means the use of your Account to obtain funds at a financial institution or the use of a Convenience Check.

Convenience Check means a check we issue to you to take a Cash Advance. You may not use these checks to pay us or our affiliates.

Purchase means the use of the Account to obtain goods or services.

Prime Rate means the highest U.S. Prime Rate in the Money Rates section of The Wall Street Journal on the 25th day of the month, or the next day if that day is not a publication day. If The Wall Street Journal does not publish the U.S. Prime Rate, we may substitute another index.

we, us, our, and **Credit One Bank** refer to Credit One Bank, N.A., the issuer of your Card.

you, and **your** refer to each person who has applied for the Account and where appropriate, the Authorized User.

Features and Use of Your Account

Using Your Card: You may make Purchases wherever the Card is accepted. You may use the Account to obtain Cash Advances, but you may not make more than two Cash Advance transactions per day and you may not obtain more than \$200 in Cash Advances per day. You may use the Account for only personal, family, household, or charitable purposes, and if your Account is used for any other purpose you are still responsible for such use. You may not use the Account for business or commercial purposes. The Account may not be used for online or internet gambling or illegal purposes.

Your Credit Limit: We will tell you your credit limit. Keep your Account balance below your credit limit. If you do not, you must still pay us. We may designate part of your credit limit as a Cash Advance limit and part as a Balance Transfer limit. We may change your credit limit(s) at any time, without notice. You may use a portion of your credit limit for Cash Advances and Balance Transfers. Each Purchase, Cash Advance, and Balance Transfer obtained will reduce the amount of available credit under your credit limit until it is repaid. We may delay increasing your available credit by the amount of payment that we receive for up to 12 calendar days.

Credit Limit Increase: To request a credit limit increase contact the Customer Service number on your statement. We may impose a fee for processing the request.

Credit Authorizations: We may decline to authorize a transaction for any reason. We will not be liable to you if we decline a transaction or if anyone refuses any use of your Card.

Automatic Billing: You may set up automatic billing with a merchant. You authorize us to provide an updated Account number or Card expiration date to any merchant at our discretion. Contact the merchant to stop automatic billing.

Joint Accounts: If this is a joint account, each of you is responsible individually and together for all amounts owed. Each of you is responsible even if the Account is used by only one of you. You will continue to be liable for the entire balance of the Account, even if your co-applicant is ordered by a court to pay us. You will remain liable to us if your co-applicant fails to pay as ordered by the court. Your Account status will continue to be reported to the credit reporting agencies under each of your names. The delivery of notices or billing statements to either of you serves as delivery to each of you. We may rely on instructions given by either of you. We are not liable to either of you for relying upon such instructions.

Electronic Access: Applications (apps) on electronic devices (such as mobile wallets) can store your Card and can be used to get credit under this Agreement. Such transactions are covered by this Agreement. Apps may have separate terms of use. We are not responsible if you violate those terms or for any consequences from violating those terms.

Additional Cardholder: At your request, we may, at our discretion, issue, in the name of another person, an additional Card on your Account. That person is an Additional Cardholder, as well as an Authorized User. An Additional Cardholder has access to certain Account information including balance, available credit and payment information. If you advise us that the Additional Cardholder is your spouse, information regarding the Account will be provided to consumer reporting agencies in your name as well as in the name of the Additional Cardholder. By requesting that we add an Additional Cardholder to your Account, you represent that you (1) have the consent of the Additional Cardholder to be added to the Account, (2) have provided a copy of this Agreement to the Additional Cardholder, and (3) if the Additional Cardholder is your spouse, you have told the Additional Cardholder that Credit One Bank will furnish credit information about them to the credit reporting agencies in connection with the Account. The Additional Cardholder may report the Card lost or stolen and may remove him or herself from the Account.

Interest Rates and Interest Changes

Annual Percentage Rates (APRs): See the Pricing Summary for your APRs. The APR for Balance Transfers will be the same as the APR for standard Purchases, unless a promotional rate applies.

Variable Rates: Your Pricing Summary indicates whether you have any variable APRs. Variable APRs are determined by adding to the Prime Rate the number of percentage points ("margin") specified in the Pricing Summary. Variable APRs will increase or decrease when the Prime Rate changes. The APR change will take effect beginning with billing cycles that end on or after the first day of the month after the month in which the Prime Rate changes. An increase in the APR will increase your interest charges and may increase your Minimum Payment Due.

Average Daily Balance Method (including new transactions): We calculate interest each billing cycle by first figuring the “average daily balance” for each type of balance. Standard Purchases, standard Cash Advances, standard Balance Transfers, and each promotional offer, are all types of balances.

For each type of balance, for each billing cycle, we start with the balance on the last day of your previous billing cycle. We subtract any unpaid interest. This is the beginning balance each day. Each day of the billing cycle we subtract any new payments and credits applied to that type of balance. We add any new transactions and fees for that type of balance. We add Purchases, Cash Advances, and Balance Transfers on the post date. We add transaction fees on promotional rate and non-promotional rate Balance Transfers to the same type of balance as the transaction. We add all other fees to the standard Purchase balance. This gives us the daily balance for that type of balance, except that if the daily balance is negative, we treat it as zero. We then add up all of the daily balances and divide by the number of days in the billing cycle. This gives us the “average daily balance” for that type of balance. We multiply the average daily balance by the applicable monthly periodic rate (the APR divided by 12). This gives us the interest charged for that type of balance for that billing cycle. This interest is included in the Account balance on the last day of the billing cycle. The results for all types of balances are then added together to determine the total interest charged that billing cycle.

When Interest Begins: We begin to impose interest on a transaction or fee from the day we add it to the daily balance. We continue to impose interest until you pay the total amount you owe us. You can avoid paying interest on Purchases as described below. However, you cannot avoid paying interest on Balance Transfers or Cash Advances.

How to Avoid Paying Interest on Purchases (“Grace Period”): If you pay the New Balance on your billing statement by the Payment Due Date shown on that billing statement, we will not impose interest on new Purchases paid by the Payment Due Date on your current billing statement. The Payment Due Date will be at least 24 days after the close of the billing cycle. If you have been paying your Account balance in full and thereby avoiding interest on Purchases, but then do not pay the next New Statement Balance in full by the Payment Due Date, in that billing cycle we will start charging interest on the unpaid portion of your balance.

Fees

See the Pricing Summary for additional Fee information.

Annual Fee: If your Account is subject to an Annual Fee, the amount and when it is billed is shown on the Pricing Summary. The Annual Fee is billed to the Account until the Account is closed and the outstanding balance is paid in full. The Annual Fee is refundable as long as you cancel your Account and have not used your card for any Purchases, Cash Advances, or Balance Transfers and you have not made a payment.

Credit Limit Increase Fee: If a fee is imposed for processing a Credit Limit increase request, we will tell you the amount of the fee at the time of your request and before you agree to it.

Transaction Fee for Balance Transfers: The transaction fee for Balance Transfers will be the same as the transaction fee for Cash Advances, unless a promotional fee applies.

Foreign Transaction Fee: We add this fee for each purchase made outside the U.S. (A purchase is made outside the U.S. unless it is made with a U.S. merchant, processed completely in the U.S., and in U.S. dollars.) The fee is a percentage of the U.S. dollar amount of the purchase. American Express charges a foreign currency conversion fee of 1% of the amount of the transaction in U.S. dollars. This fee is included as part of the Foreign Transaction Fee listed in the Pricing Summary.

Optional Express Payment Service Fee: If a representative of ours helps expedite your payment, we may impose an Express Payment fee. You will be informed of the amount of the fee before you complete the transaction.

Duplicate Statement Fee: If you request a duplicate copy of a monthly statement, for any purpose other than to assert a billing error, you will be charged a fee of up to \$10 for each statement copy requested.

Sales Slip Request Fee: If you request a copy of a sales slip, for any purpose other than to resolve a dispute about the charges on your Account, you will be charged a fee of \$6 for each sales slip copy requested.

Replacement Card Fee: If you request a replacement card, a Replacement Card Fee of up to \$25 may be charged to your Account.

Payments

Minimum Payment Due: See the Pricing Summary for the minimum payment requirements.

Small Balances: As it is uneconomical for both you and us to process payments or maintain credits that are \$1 or less in amount, you agree as follows:

- (1) In any billing cycle in which you have had no transactions and your New Balance on the billing date is \$1 or less, the balance will be rounded to zero and you will not receive a bill for this amount.
- (2) In the event that you have a credit balance of \$1 or less for two consecutive billing cycles, the balance will be rounded to zero and you will not receive a refund of this amount.

Payment Instructions: You must pay us in U.S. dollars, in funds on deposit in the U.S. We credit your payments in accordance with the terms contained on your billing statement. If you mail your payment to an address other than the address designated on your billing statement, there may be a delay in processing and crediting the payment to your Account.

Irregular Payments: Any payment submitted in offer of settlement of a disputed debt, including any item containing a notation such as "paid in full," and any other item with a restrictive endorsement, must be sent to: Credit One Bank, P.O. Box 95516, Las Vegas, NV 89193-5516. We can accept late payments, partial payments, and checks or other items with restrictive endorsements at any other address without losing any of our rights under this Agreement.

Postdated Checks: You agree that we need not examine any payment check to confirm that it is not postdated and that we may deposit any postdated check on the day we receive it.

Payment Allocation: We apply payments up to the Minimum Payment Due and credits at our discretion, which may result in balances at lower APRs being paid first and higher interest charges. Payments over the Minimum Payment Due will be applied to balances with higher APRs first.

Collecting, Sharing, and Updating Information

Customer Privacy: We send you our Privacy Policy when you open your Account and thereafter in accordance with applicable law. It summarizes the personal information we collect; how we safeguard its confidentiality and security; when it may be shared with others; and how you can limit our sharing of this information. You accept the terms of our Privacy Policy when you use the Account. Contact us or visit CreditOne.com if you would like a copy.

Information About You: You authorize us to obtain and/or use information about you from third parties and credit reporting agencies to: (1) verify your identity and/or conduct investigative inquiries; (2) determine your income and credit eligibility; (3) review your Account and provide renewal of credit; (4) verify your current credit standing in order to present future credit limit increases or decreases; (5) qualify you for and present additional lines of credit or other offers; and (6) collect amounts owing on your Account. Upon request, we will tell you the name and address of any credit reporting agency that provided us with information concerning you.

Furnishing Information: We may furnish information concerning your Account or credit file to consumer reporting agencies and others who may properly receive that information. If you believe that information we furnished is inaccurate or incomplete, please write us at Credit One Bank, P. O. Box 98873, Las Vegas, NV 89193-8873. Please include your name, address, home phone number and Account number.

Telephone Calls, Text Messages and Emails Regarding Your Account: You are providing express written permission and consent authorizing Credit One Bank and our agents, servicers, contractors, subsidiaries, affiliates, officers, and other partners and employees to contact you at any phone number (including mobile, cellular/wireless, or similar devices) or email address you provide at any time, for any lawful purpose. The ways in which we may contact you include live operator, automatic telephone dialing systems (auto-dialer), prerecorded and artificial voice message, text/SMS message or email. Phone numbers and email addresses you provide include those you give to us, those from which you, or someone acting on your behalf, contact us or which we obtain through other means. If you provide a phone number for which you are not the owner, you confirm you are authorized to provide that number. Such lawful purposes include, but are not limited to: obtaining information; activation of the card for verification and identification purposes; account transactions or servicing related matters; suspected fraud or identity theft; collection on the Account; and providing information about special products and services. You agree to pay any fee(s) or charge(s) that you may incur for incoming communications from us or outgoing communications to us, to or from any such number or email address, without reimbursement from us.

Communication Revocation: You may revoke your authorization for most communications. However, you cannot revoke authorization for fraud related communications or legally required communications. To change your communication preferences or to revoke consent you must write us. Please:

- include your name, mailing address, and the last four digits of your Account number;
- specify whether you are changing your preferences regarding mail, telephone calls, emails, and/or text or SMS messages;
- provide the specific phone number(s) and/or email address for which you are requesting communications to cease;
- send this written notice to: Credit One Bank, P.O. Box 98873, Las Vegas, NV 89193-8873.

Certain communication preferences can be changed on-line. Please log in to your Account to see if that option is available.

Telephone Monitoring: You agree that we (and our servicers, agents and contractors) may monitor and record any calls between you and us.

Updating Your Phone Number: Notify us immediately if you change mobile or cell phone numbers or plan to give your phone to someone else. It is your responsibility to provide us with a true, accurate and complete mobile number and to maintain and update promptly any changes in this information. You can update your mobile number by calling us at the phone number on the back of your Card.

Indemnification: If you provide telephone number(s) for which you are not the subscriber, or fail to notify us when you cease to be the subscriber for a telephone number you previously gave us, you agree to indemnify us, our subsidiaries, affiliates, officers, agents, servicers, contractors, and other partners and employees for any costs and expenses, including reasonable attorneys' fees, incurred as a result of us contacting or attempting to contact you at the number(s). Your obligation under this paragraph shall survive termination of the Agreement.

Account Closure

Default: You are in default under this Agreement if (1) bankruptcy or another insolvency proceeding is filed by or against you; (2) we reasonably believe you are unable or unwilling to repay us; (3) you die or are legally incompetent or incapacitated; (4) you fail to comply with the terms of this Agreement, including failing to make a required payment when due, exceeding your credit limit or using your Card or Account for an illegal transaction; (5) you give us misleading, false, incomplete or incorrect information or fail to give us any information we deem necessary; or (6) if you no longer permanently reside in one of the 50 states or the District of Columbia. If you are in default, we may declare the entire Account balance immediately due and payable without advance notice.

Collection Costs: If we use an attorney to collect your Account, we may charge you our legal costs as permitted by law. These include reasonable attorneys' fees, court or other collection costs, and fees and costs of any appeal.

Closing Your Account: You may close your Account at any time. You will remain responsible for any amount you owe us under this Agreement. Any joint Cardholder may cancel a joint Account. However, both of you will remain responsible for paying all amounts owed. If your Account is subject to an Annual Fee, the fee will continue to be charged until you pay your outstanding balance in full.

We may cancel, suspend or not renew your Card, Account, or access to the credit line at any time and for any reason without notice. If your Account is closed by us, the Annual Fee will continue to be charged until you pay your outstanding balance in full.

However, when your Account is closed, if there is: (1) a debit balance of \$1 or less, that balance will be rounded to zero and you will not be required to pay this amount; or (2) a credit balance of \$1 or less, that balance will be rounded to zero and this amount will not be refunded to you. The rounding to zero may occur after your closing statement cycles, and you may not receive a statement reflecting the rounding.

Arbitration Agreement

PLEASE READ CAREFULLY—IMPORTANT—AFFECTS YOUR LEGAL RIGHTS

This agreement to arbitrate provides that you or we can require controversies or disputes between us to be resolved by BINDING ARBITRATION. You have the right to REJECT this agreement to arbitrate by using the procedure explained below.

If you do not reject this agreement to arbitrate, you GIVE UP YOUR RIGHT TO GO TO COURT and controversies or disputes between us will be resolved by a NEUTRAL ARBITRATOR INSTEAD OF A JUDGE OR JURY, using rules that are simpler and more limited than in a court. Arbitrator decisions are subject to VERY LIMITED REVIEW BY A COURT. Arbitration will proceed INDIVIDUALLY— CLASS ACTIONS AND SIMILAR PROCEDURES WILL NOT BE AVAILABLE TO YOU.

Agreement to Arbitrate: You and we agree that either you or we may, without the other's consent, require that controversies or disputes between you and us (all of which are called "Claims"), be submitted to mandatory, binding arbitration. This agreement to arbitrate is made pursuant to a transaction involving interstate commerce, and shall be governed by, and enforceable under, the Federal Arbitration Act (the "FAA"), 9 U.S.C. §1 et seq., and (to the extent State law is applicable), the laws of the State of Nevada.

For purposes of this agreement to arbitrate, "you" includes you, any co-applicant, any Authorized User (including Additional Cardholders), or anyone else connected with you or claiming through you; and "we" or "us" includes Credit One Bank, N.A., all of its parents, subsidiaries, affiliates, successors, predecessors, employees, and related persons or entities, and all third parties who are regarded as agents or representatives of us in connection with the subject matter of the claim or dispute at issue.

Covered Claims: Claims subject to arbitration include, but are not limited to, any controversies or disputes arising from or relating in any way to your Account; any transactions involving your Account; any disclosures made to you concerning your Account; any interest, charges, or fees assessed on your Account; any service(s) or programs related to your Account; and, if permitted by the rules of the arbitration forum, any collection of debt related to your Account. Claims also include controversies or disputes arising from or relating in any way to advertising, solicitations, or any application for,

approval of, or establishment of your Account. Claims subject to arbitration include any controversies or disputes based on any theory of law, whether contract, tort, statute, regulation, common law, or equity, or whether they seek legal or equitable remedies. All Claims are subject to arbitration whether they arose in the past, may currently exist, or may arise in the future. Arbitration will apply even if your Account is closed, you pay us in full any outstanding debt you owe, or you file for bankruptcy. Also, controversies or disputes about the validity, enforceability, coverage, meaning, or scope of this agreement to arbitrate or any part thereof are subject to arbitration and are for the arbitrator to decide. Any questions about what Claims are subject to arbitration shall be resolved by interpreting this agreement to arbitrate in the broadest way the law will allow it to be enforced.

Claims Not Covered: Claims (whether brought initially or by counter or cross-claim) are not subject to arbitration if they are filed by you or us in a small claims court, so long as the case remains in such court and only individual claims for relief are advanced in the case.

No Class Arbitration or Consolidation or Joinder of Parties: Class actions and other similar procedures in which individuals seek to represent similarly situated individuals or seek relief on behalf of the general public, and consolidation or joinder of Claims (except for claimants on the same account), are NOT available under this agreement to arbitrate. Claims in arbitration will proceed on an INDIVIDUAL basis only:

UNLESS YOU REJECT THIS AGREEMENT TO ARBITRATE, YOU AND WE WAIVE THE RIGHT TO ASSERT OR PARTICIPATE
IN A CLASS ACTION OR ANY REPRESENTATIVE OR CONSOLIDATED PROCEEDING IN COURT OR IN ARBITRATION.

The arbitrator shall have no authority to entertain any Claim as a class action or private attorney general action or on any other similar representative basis, nor shall the arbitrator have any authority to consolidate or join Claims brought by separate claimants (except for claimants on the same account). This also means that the arbitrator shall have no authority to make any award for the benefit of, or against, any person other than the individual who is the named party.[†]

†Notice to California Account Holders: This agreement to arbitrate shall not be construed to prevent you from seeking in the arbitration the remedy of public injunctive relief if (a) you reside in California, (b) you resided in California at the time you entered into this agreement to arbitrate, or (iii) the billing address for your Account is a California address (hereafter, "California Account Holder").

Initiation of Arbitration: The arbitration shall be administered by the American Arbitration Association ("AAA") before a single arbitrator under the AAA's Consumer Arbitration Rules, or by a mutually agreeable administrator, before a single arbitrator, as modified by this arbitration provision. Information about the arbitration process for AAA can be obtained from the AAA at www.adr.org. The arbitrator shall be selected from the AAA (or mutually agreeable administrator) panel of neutrals then active on the roster maintained by the AAA (or mutually agreeable administrator) office located in the city of or nearest to your billing address and, unless otherwise mutually agreed, the arbitrator shall be a retired federal judge, a retired state appellate judge, a retired state trial judge, or a lawyer with at least 15 years of experience in that order of preference.

In the event that the AAA or mutually agreeable administrator is unable or unwilling to handle the Claim for any reason, then the matter shall be arbitrated instead by a neutral arbitrator selected by agreement of the parties (or, if the parties cannot agree, selected by a court in accordance with the FAA).

Arbitration Procedures and Applicable Law; Offer of Settlement: Unlike a lawsuit in state or federal court, arbitration is conducted by a private organization that specializes in alternative dispute resolution. Disputes in arbitration are decided by a neutral arbitrator instead of a judge or jury. You may represent yourself in arbitration, or you may be represented by a lawyer.

Under this agreement to arbitrate, a single arbitrator designated by the arbitration administrator will decide the Claim under applicable law. The arbitrator is bound by the terms of this agreement to arbitrate. The AAA or mutually agreeable administrator will apply its code of procedures in effect at the time the arbitration claim is filed. If there is a conflict between that code of procedures and this arbitration provision and/or any sections of this Card Agreement, this arbitration provision and/or this Card Agreement will control. The arbitrator will honor all claims of privilege recognized by law. Subject to the prohibition on class, representative, and consolidation procedures set forth above, the arbitrator will have the power to award to a party any damages or other relief (including relief in equity) provided for under applicable law. That is, a party will be entitled to recover in arbitration any damages or other relief that it could recover if it prevailed in a court proceeding. An arbitrator's award shall consist of a written statement setting forth the disposition of each Claim. At the request of any party, the arbitrator shall also set forth a written explanation of the essential findings and conclusions on which the award is based. An arbitration award shall decide the rights and obligations only of the parties named in the arbitration, and shall not have any bearing on another person or dispute.

If your Claim is for \$10,000 or less, you may choose whether the arbitration will be conducted solely on the basis of documents, in a telephonic hearing, or in an in-person hearing.

Any in-person hearing will take place in the federal judicial district that includes your billing address at the time the Claim is filed, unless the parties agree to a different place.

The Arbitrator's Decision: The arbitrator's decision will be final and binding on the parties. A party can file a written appeal to the arbitration administrator within thirty (30) days after an award is issued. The appeal will proceed before a panel of three neutral arbitrators designated by the same arbitration administrator. The panel will decide anew all factual and legal issues, following the same rules of procedure, by majority vote any

aspect of the original decision objected to. The costs of such an appeal will be borne in accordance with the below paragraph entitled "Fees and Costs". Any review by a court shall be governed by the Federal Arbitration Act. Any final arbitration award will be binding on the named parties and enforceable by any court having jurisdiction.

Fees and Costs: We will pay any costs that are required to be paid by us under the arbitration administrator's rules of procedure. If you file the arbitration, you will pay your share of the initial filing fee, unless you seek and qualify for a fee waiver under the applicable rules of the arbitration administrator. The party filing an appeal shall be responsible for all filing fees and costs of the appeal unless prohibited by administrator's rules of procedure. All parties are responsible for their own attorney's fees, expert fees and any other expenses, unless the arbitrator awards such fees or expenses to you or us if allowed by applicable law.

Other Parties Subject to this Agreement to Arbitrate: In addition to you and us, the rights and duties described in this agreement to arbitrate apply to: any third party co-defendant of a claim subject to this arbitration provision; all joint account holders, Additional Cardholders, and Authorized Users of your Account(s).

How to REJECT this Agreement to Arbitrate: You can reject this agreement to arbitrate but only if we receive from you a written notice of rejection within 45 days after it was first provided to you. To reject this agreement to arbitrate you must send the notice of rejection to: Credit One Bank, Attention: Arbitration Opt Out, P. O. Box 98873, Las Vegas, NV 89193-8873. Rejection notices sent to any other address will not be accepted or effective. If you decide to reject this agreement to arbitrate in writing, your notice must state that you reject this agreement to arbitrate and include your name, address, account number, and personal signature. Rejection of arbitration will not affect your other rights or responsibilities under this Card Agreement.

Survival, Severability, and Amendment of Terms:

Survival. This agreement to arbitrate shall survive changes in the Agreement and termination of the Account or the relationship between you and us, including the bankruptcy of any party and any transfer or sale of your Account, or amounts owed on your Account, to another person or entity.

Severability. If any part or parts of your agreement to arbitrate are declared unenforceable, then such specific part or parts shall be of no force or effect and shall be severed, but the remainder of this agreement to arbitrate shall continue in full force and effect. If, however, the entire agreement to arbitrate or your waiver of the right to bring or participate in a class or representative action or in consolidation procedures is unenforceable, then the agreement to arbitrate shall be of no force or effect. Notwithstanding the preceding sentence, with respect to California Account Holders, if arbitration is unenforceable, in whole or in part, you and we agree to resolve any Claim by a judicial reference proceeding as described above.

Amendment in Writing Only. This agreement to arbitrate may not be amended, severed, or waived, except as expressly provided in the Agreement or in a written agreement between you and us.

Other Information

Transactions in Foreign Currencies: If you make a transaction at a merchant that settles in a currency other than U.S. dollars, American Express will convert that charge into a U.S. Dollar amount. That conversion will be done at a rate selected by American Express from the range of rates available in wholesale currency markets for the applicable central processing date, which rate may vary from the rate American Express itself receives, or the government-mandated rate in effect for the applicable central processing date. The currency conversion rate used on the processing date may differ from the rate that would have been used on the purchase date or on the date the transaction is posted to your Account. You agree to pay the converted amount, including any charges for the conversion that may be imposed as described above.

Changes to Your Agreement: The rates, fees and terms of this Agreement may change and we may add or delete any term to this Agreement, consistent with applicable law. We will give you advance written notice of these changes and a right to reject the change, if required by law.

Unauthorized Use: Notify us immediately if your Card is lost or stolen or you suspect that someone is using your Card or Account without your permission.

Assignment: We may assign any or all of our rights and obligations under this Agreement. You may not assign any of your rights or obligations under this Agreement.

No Waiver: We will not lose our rights under this Agreement because we delay or do not enforce them.

Governing Law: This Agreement is governed by and interpreted in accordance with the laws applicable to national banks, and, where no such laws apply, by the laws of the State of Nevada, excluding the conflicts of law provisions thereof, regardless of your state of residence.

Conformance with Law; Severability: If any part of this Agreement conflicts with applicable law, that provision will be considered modified to conform to applicable law. If any part of this Agreement is invalid, the rest shall remain in effect, except as otherwise noted in the Arbitration Provision.

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 the Billing Inquiries address on the statement.

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 \$50.00 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 \$50.00. (Note: Neither of these are necessary if your purchase was based on an advertisement we mailed to you, or if we own or operate 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 the Billing Inquiries address shown on your statement.

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

Cash Back Rewards Program Supplement

This Supplement describes the terms and conditions of the Credit One Cash Back Rewards Program ("Program") and supplements the Card Agreement that governs your credit card account issued by Credit One Bank, N.A. (the "Account"). By using the Account, you agree to participate in the Program. Your participation is subject to the terms of the Card Agreement, including the arbitration provision, if applicable, and this Supplement. In the event of a conflict between the Card Agreement and this Supplement, with respect to matters relating to the Program, this Supplement controls.

Earning Cash Back Rewards: You earn cash back rewards in the form of an automatic statement credit equal to 1% of all Net Purchases made with your Account. You do not earn cash back rewards on Cash Advances, Balance Transfers, interest, fees, and other charges. We will post a statement credit to your Account within seven days after the end of the month based on the Net Purchases made with your Account from the 27th of the previous month to the 26th of the current month. If your Account is in default, as defined in your Card Agreement, at the time the credit is to be posted, you WILL NOT receive the credit. Cash back rewards have no cash value.

Net Purchases: Net Purchases are Purchases minus any returns, disputed charges, unauthorized charges, illegal or fraudulent charges or other credits for such Purchases.

Program Restrictions: You will receive an automatic cash back rewards credit on each statement that has at least one Net Purchase. Automatic statement credits for cash back rewards will reduce the balance on your Account but will not count as payments. You will still be required to pay at least the Minimum Payment Due as shown on your billing statement each month. You WILL NOT earn cash back rewards for Purchases made while your Account is in default as defined within your Card Agreement. This Program excludes Accounts already enrolled in a different Credit One cash back rewards program.

Changes: The Program may be changed (added to, modified or deleted) by us at any time. We will give you prior notice to the extent required by law. The current version of this Program may be found at www.CreditOneBank.com along with the Card Agreement. Any revisions may affect your ability to earn cash back rewards.

Termination: We may suspend or terminate the Program or your participation in the Program at any time without prior notice. In such event, we will evaluate your Account for any eligible cash back rewards as of the Program termination date. Provided that you meet all of the other Program Restrictions listed above at that time, you will receive a distribution of the cash back rewards earned during the current billing period in the form of a statement credit.

Limited Liability: Unless otherwise required by law, this Program, or our Card Agreement with you, we will not be liable to you or anyone making a claim on your behalf, in connection with: (1) any change or termination of the Program; (2) any loss, damage, expense or inconvenience caused by any occurrence outside of our control; (3) any taxes that you incur as a result of receiving cash back rewards, payment of which taxes will be your responsibility; (4) any merchandise or services you purchase, or for any direct, indirect or consequential damages with respect to the use of your Account. In any event, any liability that Credit One may have to you in connection with the Program shall be limited to the amount of any cash back rewards you have earned in this Program. The Program and cash back rewards are void or limited where prohibited or restricted, respectively, by federal, state or local law.

American Express is a federally registered service mark of American Express. This credit card program is issued and administered by Credit One Bank, N.A., pursuant to a license from American Express.

Pricing Summary

Interest Rates and Interest Charges	
ANNUAL PERCENTAGE RATE (APR) for Purchases	23.99% This APR will vary with the market based on the Prime Rate.
ANNUAL PERCENTAGE RATE (APR) for Balance Transfers	23.99% This APR will vary with the market based on the Prime Rate.
ANNUAL PERCENTAGE RATE (APR) for Cash Advances	23.99% This APR will vary with the market based on the Prime Rate.
Paying Interest	Your due date is at least 24 days after the close of each billing cycle. We will not charge you any interest on Purchases if you pay your entire balance by the due date each month. We will begin charging interest on Cash Advances and Balance Transfers from the posting date.
Minimum Interest Charge	If you are charged interest, the charge will be no less than \$1.00.
For Credit Card Tips from the Consumer Financial Protection Bureau	To learn more about factors to consider when applying for or using a credit card, visit the website of the Consumer Financial Protection Bureau at http:// www.consumerfinance.gov/learnmore .
Fees	
Annual Fee	\$0
Transaction Fees <ul style="list-style-type: none"> • Cash Advance • Balance Transfer • Foreign Transaction 	Either \$10 or 5% of the amount of each Cash Advance, whichever is greater. Either \$10 or 5% of the amount of each Balance Transfer, whichever is greater. Either \$1 or 3% of the amount of each purchase in U.S. dollars, whichever is greater.
Penalty Fees <ul style="list-style-type: none"> • Late Payment • Returned Payment 	Up to \$39* Up to \$39**

How We Will Calculate Your Balance: We use a method called “average daily balance (including new Purchases).” See your Card Agreement for more details.

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

***Late Payment Fee:** We will charge the maximum safe harbor amount, which is set annually in accordance with 12 C.F.R 1026.52(b)(1)(ii)(D). Currently the fee is \$29, unless you incurred a Late Payment Fee during the prior six billing cycles. If you did, the fee is currently \$39. This fee will not exceed

the related Minimum Payment that was due. We charge a Late Payment Fee to your Account if at least the Amount Due This Period (less any Late Payment Fee for the current billing cycle) plus any Past Due Amount is not received by 5:00 p.m. PT on the Payment Due Date shown on your statement.

****Returned Payment Fee:** We will charge the maximum safe harbor amount, which is set annually in accordance with 12 C.F.R 1026.52(b)(1)(ii)(D). If a payment is not honored upon first presentment, even if the payment is later honored, a Returned Payment Fee will be charged to your Account. Currently, the fee is \$29, unless you incurred a Returned Payment Fee in the prior six billing cycles. If you did, the fee is currently \$39. This fee will not exceed the related Minimum Payment that was due.

Additional Rate Information: The Purchase, Balance Transfer and Cash Advance APR equals the Prime Rate plus a margin of 20.74%. This corresponds to a monthly periodic rate of 1.99917%.

Minimum Payments: You may pay the entire New Balance shown on your billing statement at any time. Each billing period you must pay at least the Minimum Payment Due by the Payment Due Date shown on your billing statement. The Minimum Payment Due will be the sum of:

- 3.5% of your outstanding balance, rounded up to the next whole dollar, or \$30, whichever is greater;
- any Late Payment Fee for the current billing cycle;
- and any Past Due Amount (excluding any past due Late Payment Fees).

The Agreement

This Agreement, together with the Pricing Summary, is your contract with us.

Accepting this Agreement: You accept this Agreement when you use the Account. You may still reject this Agreement if you have not yet used the Card, used the Account, or paid a fee after receiving a billing statement. To reject the Agreement, call us at 866-515-5721 or write us at Bank Card Center, P.O. Box 95516, Las Vegas, NV 89193-5516. If you reject the Agreement, you are not responsible for any fees or charges.

Arbitration: This Agreement includes an Arbitration Provision with class action and jury trial waivers. You can reject the Arbitration Provision. See "How to REJECT this agreement to arbitrate" in the Arbitration section. If you do not, it will be part of this Agreement.

Promise to Pay: You agree to pay us for all amounts due on your Account, including credit for Purchases, Balance Transfers, and Cash Advances, as well as interest charges and fees. This includes charges made by Additional Cardholders and other Authorized Users.

Definitions

Account means the Credit One Bank card account under this Agreement.

Authorized User means any person you allow to use your Account or Card, including Additional Cardholders. If the Authorized User has been issued a Card and you want to terminate the Authorized User, you must notify us by telephone or in writing.

Balance Transfer means a transaction we designate that allows you to use your Account to pay another creditor or yourself. Balance Transfers cannot be used to pay us or our affiliates. A Balance Transfer will be subject to the terms of the Balance Transfer offer and this Agreement.

Card refers to one or more cards or access devices, including your Account number, that we give you or someone else with your authorization to get credit under this Agreement.

Cardholder refers to each person with a card issued in their name.

Cash Advance means the use of your Account to obtain funds at a financial institution or the use of a Convenience Check.

Convenience Check means a check we issue to you to take a Cash Advance. You may not use these checks to pay us or our affiliates.

Purchase means the use of the Account to obtain goods or services.

Prime Rate means the highest U.S. Prime Rate in the Money Rates section of The Wall Street Journal on the 25th day of the month, or the next day if that day is not a publication day. If The Wall Street Journal does not publish the U.S. Prime Rate, we may substitute another index.

we, us, our, and Credit One Bank refer to Credit One Bank, N.A., the issuer of your Card.

you, and **your** refer to each person who has applied for the Account and where appropriate, the Authorized User.

Features and Use of Your Account

Using Your Card: You may make Purchases wherever the Card is accepted. You may use the Account to obtain Cash Advances, but you may not make more than two Cash Advance transactions per day and you may not obtain more than \$200 in Cash Advances per day. You may use the Account for only personal, family, household, or charitable purposes, and if your Account is used for any other purpose you are still responsible for such use. You may not use the Account for business or commercial purposes. The Account may not be used for online or internet gambling or illegal purposes.

Your Credit Limit: We will tell you your credit limit. Keep your Account balance below your credit limit. If you do not, you must still pay us. We may designate part of your credit limit as a Cash Advance limit and part as a Balance Transfer limit. We may change your credit limit(s) at any time, without notice. You may use a portion of your credit limit for Cash Advances and Balance Transfers. Each Purchase, Cash Advance, and Balance Transfer obtained will reduce the amount of available credit under your credit limit until it is repaid. We may delay increasing your available credit by the amount of any payment that we receive for up to 12 calendar days.

Credit Limit Increase: To request a credit limit increase contact the Customer Service number on your statement. We may impose a fee for processing the request.

Credit Authorizations: We may decline to authorize a transaction for any reason. We will not be liable to you if we decline a transaction or if anyone refuses any use of your Card.

Automatic Billing: You may set up automatic billing with a merchant. You authorize us to provide an updated Account number or Card expiration date to any merchant at our discretion. Contact the merchant to stop automatic billing.

Joint Accounts: If this is a joint account, each of you is responsible individually and together for all amounts owed. Each of you is responsible even if the Account is used by only one of you. You will continue to be liable for the entire balance of the Account, even if your co-applicant is ordered by a court to pay us. You will remain liable to us if your co-applicant fails to pay as ordered by the court. Your Account status will continue to be reported to the credit reporting agencies under each of your names. The delivery of notices or billing statements to either of you serves as delivery to each of you. We may rely on instructions given by either of you. We are not liable to either of you for relying upon such instructions.

Electronic Access: Applications (apps) on electronic devices (such as mobile wallets) can store your Card and can be used to get credit under this Agreement. Such transactions are covered by this Agreement. Apps may have separate terms of use. We are not responsible if you violate those terms or for any consequences from violating those terms.

Additional Cardholder: At your request, we may, at our discretion, issue, in the name of another person, an additional Card on your Account. That person is an Additional Cardholder, as well as an Authorized User. An Additional Cardholder has access to certain Account information including balance, available credit and payment information. If you advise us that the Additional Cardholder is your spouse, information regarding the Account will be provided to consumer reporting agencies in your name as well as in the name of the Additional Cardholder. By requesting that we add an Additional Cardholder to your Account, you represent that you (1) have the consent of the Additional Cardholder to be added to the Account, (2) have provided a copy of this Agreement to the Additional Cardholder, and (3) if the Additional Cardholder is your spouse, you have told the Additional Cardholder that Credit One Bank will furnish credit information about them to the credit reporting agencies in connection with the Account. The Additional Cardholder may report the Card lost or stolen and may remove him or herself from the Account.

Interest Rates and Interest Changes

Annual Percentage Rates (APRs): See the Pricing Summary for your APRs. The APR for Balance Transfers will be the same as the APR for standard Purchases, unless a promotional rate applies.

Variable Rates: Your Pricing Summary indicates whether you have any variable APRs. Variable APRs are determined by adding to the Prime Rate the number of percentage points ("margin") specified in the Pricing Summary. Variable APRs will increase or decrease when the Prime Rate changes. The APR change will take effect beginning with billing cycles that end on or after the first day of the month after the month in which the Prime Rate changes. An increase in the APR will increase your interest charges and may increase your Minimum Payment Due.

Average Daily Balance Method (including new transactions): We calculate interest each billing cycle by first figuring the "average daily balance" for each type of balance. Standard Purchases, standard Cash Advances, standard Balance Transfers, and each promotional offer, are all types of balances.

For each type of balance, for each billing cycle, we start with the balance on the last day of your previous billing cycle. We subtract any unpaid interest. This is the beginning balance each day. Each day of the billing cycle we subtract any new payments and credits applied to that type of balance. We add any new transactions and fees for that type of balance. We add Purchases, Cash Advances, and Balance Transfers on the post date. We add transaction fees on promotional rate and non-promotional rate Balance Transfers to the same type of balance as the transaction. We add all other fees to the standard Purchase balance. This gives us the daily balance for that type of balance, except that if the daily balance is negative, we treat it as zero. We then add up all of the daily balances and divide by the number of days in the billing cycle. This gives us the "average daily balance" for that type of balance. We multiply the average daily balance by the applicable monthly periodic rate (the APR divided by 12). This gives us the interest charged for that type of balance for that billing cycle. This interest is included in the Account balance on the last day of the billing cycle. The results for all types of balances are then added together to determine the total interest charged that billing cycle.

When Interest Begins: We begin to impose interest on a transaction or fee from the day we add it to the daily balance. We continue to impose interest until you pay the total amount you owe us. You can avoid paying interest on Purchases as described below. However, you cannot avoid paying interest on Balance Transfers or Cash Advances.

How to Avoid Paying Interest on Purchases ("Grace Period"): If you pay the New Balance on your billing statement by the Payment Due Date shown on that billing statement, we will not impose interest on new Purchases paid by the Payment Due Date on your current billing statement. The Payment Due Date will be at least 24 days after the close of the billing cycle. If you have been paying your Account balance in full and thereby avoiding interest on Purchases, but then do not pay the next New Statement Balance in full by the Payment Due Date, in that billing cycle we will start charging interest on the unpaid portion of your balance.

Fees

See the Pricing Summary for additional Fee information.

Annual Fee: If your Account is subject to an Annual Fee, the amount and when it is billed is shown on the Pricing Summary. The Annual Fee is billed to the Account until the Account is closed and the outstanding balance is paid in full. The Annual Fee is refundable as long as you cancel your Account and have not used your card for any Purchases, Cash Advances, or Balance Transfers and you have not made a payment.

Credit Limit Increase Fee: If a fee is imposed for processing a Credit Limit increase request, we will tell you the amount of the fee at the time of your request and before you agree to it.

Transaction Fee for Balance Transfers: The transaction fee for Balance Transfers will be the same as the transaction fee for Cash Advances, unless a promotional fee applies.

Foreign Transaction Fee: We add this fee for each purchase made outside the U.S. (A purchase is made outside the U.S. unless it is made with a U.S. merchant, processed completely in the U.S., and in U.S. dollars.) The fee is a percentage of the U.S. dollar amount of the purchase. American Express charges a foreign currency conversion fee of 1% of the amount of the transaction in U.S. dollars. This fee is included as part of the Foreign Transaction Fee listed in the Pricing Summary.

Optional Express Payment Service Fee: If a representative of ours helps expedite your payment, we may impose an Express Payment fee. You will be informed of the amount of the fee before you complete the transaction.

Duplicate Statement Fee: If you request a duplicate copy of a monthly statement, for any purpose other than to assert a billing error, you will be charged a fee of up to \$10 for each statement copy requested.

Sales Slip Request Fee: If you request a copy of a sales slip, for any purpose other than to resolve a dispute about the charges on your Account, you will be charged a fee of \$6 for each sales slip copy requested.

Replacement Card Fee: If you request a replacement card, a Replacement Card Fee of up to \$25 may be charged to your Account.

Payments

Minimum Payment Due: See the Pricing Summary for the minimum payment requirements.

Small Balances: As it is uneconomical for both you and us to process payments or maintain credits that are \$1 or less in amount, you agree as follows: (1) In any billing cycle in which you have had no transactions and your New Balance on the billing date is \$1 or less, the balance will be rounded to zero and you will not receive a bill for this amount.

(2) In the event that you have a credit balance of \$1 or less for two consecutive billing cycles, the balance will be rounded to zero and you will not receive a refund of this amount.

Payment Instructions: You must pay us in U.S. dollars, in funds on deposit in the U.S. We credit your payments in accordance with the terms contained on your billing statement. If you mail your payment to an address other than the address designated on your billing statement, there may be a delay in processing and crediting the payment to your Account.

Irregular Payments: Any payment submitted in offer of settlement of a disputed debt, including any item containing a notation such as "paid in full," and any other item with a restrictive endorsement, must be sent to: Credit One Bank, P.O. Box 95516, Las Vegas, NV 89193-5516. We can accept late payments, partial payments, and checks or other items with restrictive endorsements at any other address without losing any of our rights under this Agreement.

Postdated Checks: You agree that we need not examine any payment check to confirm that it is not postdated and that we may deposit any postdated check on the day we receive it.

Payment Allocation: We apply payments up to the Minimum Payment Due and credits at our discretion, which may result in balances at lower APRs being paid first and higher interest charges. Payments over the Minimum Payment Due will be applied to balances with higher APRs first.

Collecting, Sharing, and Updating Information

Customer Privacy: We send you our Privacy Policy when you open your Account and thereafter in accordance with applicable law. It summarizes the personal information we collect; how we safeguard its confidentiality and security; when it may be shared with others; and how you can limit our sharing of this information. You accept the terms of our Privacy Policy when you use the Account. Contact us or visit CreditOne.com if you would like a copy.

Information About You: You authorize us to obtain and/or use information about you from third parties and credit reporting agencies to: (1) verify your identity and/or conduct investigative inquiries; (2) determine your income and credit eligibility; (3) review your Account and provide renewal of credit; (4) verify your current credit standing in order to present future credit limit increases or decreases; (5) qualify you for and present additional lines of credit or other offers; and (6) collect amounts owing on your Account. Upon request, we will tell you the name and address of any credit reporting agency that provided us with information concerning you.

Furnishing Information: We may furnish information concerning your Account or credit file to consumer reporting agencies and others who may properly receive that information. If you believe that information we furnished is inaccurate or incomplete, please write us at Credit One Bank, P. O. Box 98873, Las Vegas, NV 89193-8873. Please include your name, address, home phone number and Account number.

Telephone Calls, Text Messages and Emails Regarding Your Account: You are providing express written permission and consent authorizing Credit One Bank and our agents, servicers, contractors, subsidiaries, affiliates, officers, and other partners and employees to contact you at any phone number (including mobile, cellular/wireless, or similar devices) or email address you provide at any time, for any lawful purpose. The ways in which we may contact you include live operator, automatic telephone dialing systems (auto-dialer), prerecorded and artificial voice message, text/SMS message or email. Phone numbers and email addresses you provide include those you give to us, those from which you, or someone acting on your behalf, contact us or which we obtain through other means. If you provide a phone number for which you are not the owner, you confirm you are authorized to provide that number. Such lawful purposes include, but are not limited to: obtaining information; activation of the card for verification and identification purposes; account transactions or servicing related matters; suspected fraud or identity theft; collection on the Account; and providing information about special products and services. You agree to pay any fee(s) or charge(s) that you may incur for incoming communications from us or outgoing communications to us, to or from any such number or email address, without reimbursement from us.

Communication Revocation: You may revoke your authorization for most communications. However, you cannot revoke authorization for fraud related communications or legally required communications. To change your communication preferences or to revoke consent you must write us. Please:

- include your name, mailing address, and the last four digits of your Account number;
- specify whether you are changing your preferences regarding mail, telephone calls, emails, and/or text or SMS messages;
- provide the specific phone number(s) and/or email address for which you are requesting communications to cease;
- send this written notice to: Credit One Bank, P.O. Box 98873, Las Vegas, NV 89193-8873.

Certain communication preferences can be changed on-line. Please log in to your Account to see if that option is available.

Telephone Monitoring: You agree that we (and our servicers, agents and contractors) may monitor and record any calls between you and us.

Updating Your Phone Number: Notify us immediately if you change mobile or cell phone numbers or plan to give your phone to someone else. It is your responsibility to provide us with a true, accurate and complete mobile number and to maintain and update promptly any changes in this information. You can update your mobile number by calling us at the phone number on the back of your Card.

Indemnification: If you provide telephone number(s) for which you are not the subscriber, or fail to notify us when you cease to be the subscriber for a telephone number you previously gave us, you agree to indemnify us, our subsidiaries, affiliates, officers, agents, servicers, contractors, and other partners and employees for any costs and expenses, including reasonable attorneys' fees, incurred as a result of us contacting or attempting to contact you at the number(s). Your obligation under this paragraph shall survive termination of the Agreement.

Account Closure

Default: You are in default under this Agreement if (1) bankruptcy or another insolvency proceeding is filed by or against you; (2) we reasonably believe you are unable or unwilling to repay us; (3) you die or are legally incompetent or incapacitated; (4) you fail to comply with the terms of this Agreement, including failing to make a required payment when due, exceeding your credit limit or using your Card or Account for an illegal transaction; (5) you give us misleading, false, incomplete or incorrect information or fail to give us any information we deem necessary; or (6) if you no longer permanently reside in one of the 50 states or the District of Columbia. If you are in default, we may declare the entire Account balance immediately due and payable without advance notice.

Collection Costs: If we use an attorney to collect your Account, we may charge you our legal costs as permitted by law. These include reasonable attorneys' fees, court or other collection costs, and fees and costs of any appeal.

Closing Your Account: You may close your Account at any time. You will remain responsible for any amount you owe us under this Agreement. Any joint Cardholder may cancel a joint Account. However, both of you will remain responsible for paying all amounts owed. If your Account is subject to an Annual Fee, the fee will continue to be charged until you pay your outstanding balance in full.

We may cancel, suspend or not renew your Card, Account, or access to the credit line at any time and for any reason without notice. If your Account is closed by us, the Annual Fee will continue to be charged until you pay your outstanding balance in full.

However, when your Account is closed, if there is: (1) a debit balance of \$1 or less, that balance will be rounded to zero and you will not be required to pay this amount; or (2) a credit balance of \$1 or less, that balance will be rounded to zero and this amount will not be refunded to you. The rounding to zero may occur after your closing statement cycles, and you may not receive a statement reflecting the rounding.

Arbitration Agreement

PLEASE READ CAREFULLY—IMPORTANT—AFFECTS YOUR LEGAL RIGHTS

This agreement to arbitrate provides that you or we can require controversies or disputes between us to be resolved by BINDING ARBITRATION. You have the right to REJECT this agreement to arbitrate by using the procedure explained below.

If you do not reject this agreement to arbitrate, you GIVE UP YOUR RIGHT TO GO TO COURT and controversies or disputes between us will be resolved by a NEUTRAL ARBITRATOR INSTEAD OF A JUDGE OR JURY, using rules that are simpler and more limited than in a court. Arbitrator decisions are subject to VERY LIMITED REVIEW BY A COURT. Arbitration will proceed INDIVIDUALLY— CLASS ACTIONS AND SIMILAR PROCEDURES WILL NOT BE AVAILABLE TO YOU.

Agreement to Arbitrate: You and we agree that either you or we may, without the other's consent, require that controversies or disputes between you and us (all of which are called "Claims"), be submitted to mandatory, binding arbitration. This agreement to arbitrate is made pursuant to a transaction involving interstate commerce, and shall be governed by, and enforceable under, the Federal Arbitration Act (the "FAA"), 9 U.S.C. §1 et seq., and (to the extent State law is applicable), the laws of the State of Nevada.

For purposes of this agreement to arbitrate, "you" includes you, any co-applicant, any Authorized User (including Additional Cardholders), or anyone else connected with you or claiming through you; and "we" or "us" includes Credit One Bank, N.A., all of its parents, subsidiaries, affiliates, successors, predecessors, employees, and related persons or entities, and all third parties who are regarded as agents or representatives of us in connection with the subject matter of the claim or dispute at issue.

Covered Claims: Claims subject to arbitration include, but are not limited to, any controversies or disputes arising from or relating in any way to your Account; any transactions involving your Account; any disclosures made to you concerning your Account; any interest, charges, or fees assessed on your Account; any service(s) or programs related to your Account; and, if permitted by the rules of the arbitration forum, any collection of debt related to your Account. Claims also include controversies or disputes arising from or relating in any way to advertising, solicitations, or any application for, approval of, or establishment of your Account. Claims subject to arbitration include any controversies or disputes based on any theory of law, whether contract, tort, statute, regulation, common law, or equity, or whether they seek legal or equitable remedies. All Claims are subject to arbitration whether they arose in the past, may currently exist, or may arise in the future. Arbitration will apply even if your Account is closed, you pay us in full any

outstanding debt you owe, or you file for bankruptcy. Also, controversies or disputes about the validity, enforceability, coverage, meaning, or scope of this agreement to arbitrate or any part thereof are subject to arbitration and are for the arbitrator to decide. Any questions about what Claims are subject to arbitration shall be resolved by interpreting this agreement to arbitrate in the broadest way the law will allow it to be enforced.

Claims Not Covered: Claims (whether brought initially or by counter or cross-claim) are not subject to arbitration if they are filed by you or us in a small claims court, so long as the case remains in such court and only individual claims for relief are advanced in the case.

No Class Arbitration or Consolidation or Joinder of Parties: Class actions and other similar procedures in which individuals seek to represent similarly situated individuals or seek relief on behalf of the general public, and consolidation or joinder of Claims (except for claimants on the same account), are NOT available under this agreement to arbitrate. Claims in arbitration will proceed on an INDIVIDUAL basis only:

UNLESS YOU REJECT THIS AGREEMENT TO ARBITRATE, YOU AND WE WAIVE THE RIGHT TO ASSERT OR PARTICIPATE
IN A CLASS ACTION OR ANY REPRESENTATIVE OR CONSOLIDATED PROCEEDING IN COURT OR IN ARBITRATION.

The arbitrator shall have no authority to entertain any Claim as a class action or private attorney general action or on any other similar representative basis, nor shall the arbitrator have any authority to consolidate or join Claims brought by separate claimants (except for claimants on the same account). This also means that the arbitrator shall have no authority to make any award for the benefit of, or against, any person other than the individual who is the named party.[†]

†Notice to California Account Holders: This agreement to arbitrate shall not be construed to prevent you from seeking in the arbitration the remedy of public injunctive relief if (a) you reside in California, (b) you resided in California at the time you entered into this agreement to arbitrate, or (iii) the billing address for your Account is a California address (hereafter, "California Account Holder").

Initiation of Arbitration: The arbitration shall be administered by the American Arbitration Association ("AAA") before a single arbitrator under the AAA's Consumer Arbitration Rules, or by a mutually agreeable administrator, before a single arbitrator, as modified by this arbitration provision. Information about the arbitration process for AAA can be obtained from the AAA at www.adr.org. The arbitrator shall be selected from the AAA (or mutually agreeable administrator) panel of neutrals then active on the roster maintained by the AAA (or mutually agreeable administrator) office located in the city of or nearest to your billing address and, unless otherwise mutually agreed, the arbitrator shall be a retired federal judge, a retired state appellate judge, a retired state trial judge, or a lawyer with at least 15 years of experience in that order of preference.

In the event that the AAA or mutually agreeable administrator is unable or unwilling to handle the Claim for any reason, then the matter shall be arbitrated instead by a neutral arbitrator selected by agreement of the parties (or, if the parties cannot agree, selected by a court in accordance with the FAA).

Arbitration Procedures and Applicable Law; Offer of Settlement: Unlike a lawsuit in state or federal court, arbitration is conducted by a private organization that specializes in alternative dispute resolution. Disputes in arbitration are decided by a neutral arbitrator instead of a judge or jury. You may represent yourself in arbitration, or you may be represented by a lawyer.

Under this agreement to arbitrate, a single arbitrator designated by the arbitration administrator will decide the Claim under applicable law. The arbitrator is bound by the terms of this agreement to arbitrate. The AAA or mutually agreeable administrator will apply its code of procedures in effect at the time the arbitration claim is filed. If there is a conflict between that code of procedures and this arbitration provision and/or any sections of this Card Agreement, this arbitration provision and/or this Card Agreement will control. The arbitrator will honor all claims of privilege recognized by law. Subject to the prohibition on class, representative, and consolidation procedures set forth above, the arbitrator will have the power to award to a party any damages or other relief (including relief in equity) provided for under applicable law. That is, a party will be entitled to recover in arbitration any damages or other relief that it could recover if it prevailed in a court proceeding. An arbitrator's award shall consist of a written statement setting forth the disposition of each Claim. At the request of any party, the arbitrator shall also set forth a written explanation of the essential findings and conclusions on which the award is based. An arbitration award shall decide the rights and obligations only of the parties named in the arbitration, and shall not have any bearing on another person or dispute.

If your Claim is for \$10,000 or less, you may choose whether the arbitration will be conducted solely on the basis of documents, in a telephonic hearing, or in an in-person hearing.

Any in-person hearing will take place in the federal judicial district that includes your billing address at the time the Claim is filed, unless the parties agree to a different place.

The Arbitrator's Decision: The arbitrator's decision will be final and binding on the parties. A party can file a written appeal to the arbitration administrator within thirty (30) days after an award is issued. The appeal will proceed before a panel of three neutral arbitrators designated by the same arbitration administrator. The panel will decide anew all factual and legal issues, following the same rules of procedure, by majority vote any aspect of the original decision objected to. The costs of such an appeal will be borne in accordance with the below paragraph entitled "Fees and Costs". Any review by a court shall be governed by the Federal Arbitration Act. Any final arbitration award will be binding on the named parties and enforceable by any court having jurisdiction.

Fees and Costs: We will pay any costs that are required to be paid by us under the arbitration administrator's rules of procedure. If you file the arbitration, you will pay your share of the initial filing fee, unless you seek and qualify for a fee waiver under the applicable rules of the arbitration administrator. The party filing an appeal shall be responsible for all filing fees and costs of the appeal unless prohibited by administrator's rules of procedure. All parties are responsible for their own attorney's fees, expert fees and any other expenses, unless the arbitrator awards such fees or expenses to you or us if allowed by applicable law.

Other Parties Subject to this Agreement to Arbitrate: In addition to you and us, the rights and duties described in this agreement to arbitrate apply to: any third party co-defendant of a claim subject to this arbitration provision; all joint account holders, Additional Cardholders, and Authorized Users of your Account(s).

How to REJECT this Agreement to Arbitrate: You can reject this agreement to arbitrate but only if we receive from you a written notice of rejection within 45 days after it was first provided to you. To reject this agreement to arbitrate you must send the notice of rejection to: Credit One Bank, Attention: Arbitration Opt Out, P. O. Box 98873, Las Vegas, NV 89193-8873. Rejection notices sent to any other address will not be accepted or effective. If you decide to reject this agreement to arbitrate in writing, your notice must state that you reject this agreement to arbitrate and include your name, address, account number, and personal signature. Rejection of arbitration will not affect your other rights or responsibilities under this Card Agreement.

Survival, Severability, and Amendment of Terms:

Survival. This agreement to arbitrate shall survive changes in the Agreement and termination of the Account or the relationship between you and us, including the bankruptcy of any party and any transfer or sale of your Account, or amounts owed on your Account, to another person or entity.

Severability. If any part or parts of your agreement to arbitrate are declared unenforceable, then such specific part or parts shall be of no force or effect and shall be severed, but the remainder of this agreement to arbitrate shall continue in full force and effect. If, however, the entire agreement to arbitrate or your waiver of the right to bring or participate in a class or representative action or in consolidation procedures is unenforceable, then the agreement to arbitrate shall be of no force or effect. Notwithstanding the preceding sentence, with respect to California Account Holders, if arbitration is unenforceable, in whole or in part, you and we agree to resolve any Claim by a judicial reference proceeding as described above.

Amendment in Writing Only. This agreement to arbitrate may not be amended, severed, or waived, except as expressly provided in the Agreement or in a written agreement between you and us.

Other Information

Transactions in Foreign Currencies: If you make a transaction at a merchant that settles in a currency other than U.S. dollars, American Express will convert that charge into a U.S. Dollar amount. That conversion will be done at a rate selected by American Express from the range of rates available in wholesale currency markets for the applicable central processing date, which rate may vary from the rate American Express itself receives, or the government-mandated rate in effect for the applicable central processing date. The currency conversion rate used on the processing date may differ from the rate that would have been used on the purchase date or on the date the transaction is posted to your Account. You agree to pay the converted amount, including any charges for the conversion that may be imposed as described above.

Changes to Your Agreement: The rates, fees and terms of this Agreement may change and we may add or delete any term to this Agreement, consistent with applicable law. We will give you advance written notice of these changes and a right to reject the change, if required by law.

Unauthorized Use: Notify us immediately if your Card is lost or stolen or you suspect that someone is using your Card or Account without your permission.

Assignment: We may assign any or all of our rights and obligations under this Agreement. You may not assign any of your rights or obligations under this Agreement.

No Waiver: We will not lose our rights under this Agreement because we delay or do not enforce them.

Governing Law: This Agreement is governed by and interpreted in accordance with the laws applicable to national banks, and, where no such laws apply, by the laws of the State of Nevada, excluding the conflicts of law provisions thereof, regardless of your state of residence.

Conformance with Law; Severability: If any part of this Agreement conflicts with applicable law, that provision will be considered modified to conform to applicable law. If any part of this Agreement is invalid, the rest shall remain in effect, except as otherwise noted in the Arbitration Provision.

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 the Billing Inquiries address on the statement.

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 \$50.00 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 \$50.00. (Note: Neither of these are necessary if your purchase was based on an advertisement we mailed to you, or if we own or operate 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 the Billing Inquiries address shown on your statement.

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

Cash Back Rewards Program Supplement

This Supplement describes the terms and conditions of the Credit One Cash Back Rewards Program ("Program") and supplements the Card Agreement that governs your credit card account issued by Credit One Bank, N.A. (the "Account"). By using the Account, you agree to participate in the Program. Your participation is subject to the terms of the Card Agreement, including the arbitration provision, if applicable, and this Supplement. In the event of a conflict between the Card Agreement and this Supplement, with respect to matters relating to the Program, this Supplement controls.

Earning Cash Back Rewards: You earn cash back rewards in the form of an automatic statement credit equal to 1% of all Net Purchases made with your Account. You do not earn cash back rewards on Cash Advances, Balance Transfers, interest, fees, and other charges. We will post a statement credit to your Account within seven days after the end of the month based on the Net Purchases made with your Account from the 27th of the previous month to the 26th of the current month. If your Account is in default, as defined in your Card Agreement, at the time the credit is to be posted, you WILL NOT receive the credit. Cash back rewards have no cash value.

Net Purchases: Net Purchases are Purchases minus any returns, disputed charges, unauthorized charges, illegal or fraudulent charges or other credits for such Purchases.

Program Restrictions: You will receive an automatic cash back rewards credit on each statement that has at least one Net Purchase. Automatic statement credits for cash back rewards will reduce the balance on your Account but will not count as payments. You will still be required to pay at least the Minimum Payment Due as shown on your billing statement each month. You WILL NOT earn cash back rewards for Purchases made while your Account is in default as defined within your Card Agreement. This Program excludes Accounts already enrolled in a different Credit One cash back rewards program.

Changes: The Program may be changed (added to, modified or deleted) by us at any time. We will give you prior notice to the extent required by law. The current version of this Program may be found at www.CreditOneBank.com along with the Card Agreement. Any revisions may affect your ability to earn cash back rewards.

Termination: We may suspend or terminate the Program or your participation in the Program at any time without prior notice. In such event, we will evaluate your Account for any eligible cash back rewards as of the Program termination date. Provided that you meet all of the other Program Restrictions listed above at that time, you will receive a distribution of the cash back rewards earned during the current billing period in the form of a statement credit.

Limited Liability: Unless otherwise required by law, this Program, or our Card Agreement with you, we will not be liable to you or anyone making a claim on your behalf, in connection with: (1) any change or termination of the Program; (2) any loss, damage, expense or inconvenience caused by any occurrence outside of our control; (3) any taxes that you incur as a result of receiving cash back rewards, payment of which taxes will be your responsibility; (4) any merchandise or services you purchase, or for any direct, indirect or consequential damages with respect to the use of your Account. In any event, any liability that Credit One may have to you in connection with the Program shall be limited to the amount of any cash back rewards you have earned in this Program. The Program and cash back rewards are void or limited where prohibited or restricted, respectively, by federal, state or local law.

American Express is a federally registered service mark of American Express. This credit card program is issued and administered by Credit One Bank, N.A., pursuant to a license from American Express.

Pricing Summary

Interest Rates and Interest Charges	
ANNUAL PERCENTAGE RATE (APR) for Purchases	24.40% This APR will vary with the market based on the Prime Rate.
APR for Balance Transfers	24.40% This APR will vary with the market based on the Prime Rate.
APR for Cash Advances	24.40% This APR will vary with the market based on the Prime Rate.
Paying Interest	Your due date is at least 24 days after the close of each billing cycle. We will not charge you any interest on Purchases if you pay your entire balance by the due date each month. We will begin charging interest on Cash Advances and Balance Transfers from the posting date.
Minimum Interest Charge	If you are charged interest, the charge will be no less than \$1.00.
For Credit Card Tips from the Consumer Financial Protection Bureau	To learn more about factors to consider when applying for or using a credit card, visit the website of the Consumer Financial Protection Bureau at http:// www.consumerfinance.gov/learnmore .
Fees	
Annual Fee	\$39
Transaction Fees • Balance Transfer • Cash Advance • Foreign Transaction	Either \$5 or 8% of the amount of each Balance Transfer, whichever is greater. Either \$5 or 8% of the amount of each Cash Advance, whichever is greater. Either \$1 or 3% of the amount of each purchase in U.S. dollars, whichever is greater.
Penalty Fees • Late Payment • Returned Payment	Up to \$39* Up to \$39**

How We Will Calculate Your Balance: We use a method called “average daily balance (including new Purchases).” See your Card Agreement for more details.

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

***Late Payment Fee:** We will charge the maximum safe harbor amount, which is set annually in accordance with 12 C.F.R 1026.52(b)(1)(ii)(D). Currently the fee is \$29, unless you incurred a Late Payment Fee during the prior six billing cycles. If you did, the fee is currently \$39. This fee will not exceed the related Minimum Payment that was due. We charge a Late Payment Fee to your Account if at least the Amount Due This Period (less any Late

Payment Fee for the current billing cycle) plus any Past Due Amount is not received by 5:00 p.m. PT on the Payment Due Date shown on your statement.

****Returned Payment Fee:** We will charge the maximum safe harbor amount, which is set annually in accordance with 12 C.F.R 1026.52(b)(1)(ii)(D). If a payment is not honored upon first presentment, even if the payment is later honored, a Returned Payment Fee will be charged to your Account. Currently, the fee is \$29, unless you incurred a Returned Payment Fee in the prior six billing cycles. If you did, the fee is currently \$39. This fee will not exceed the related Minimum Payment that was due.

Additional Rate Information: The Purchase, Balance Transfer and Cash Advance APR equals the Prime Rate plus a margin of 21.15%. This corresponds to a monthly periodic rate of 2.03333%.

Minimum Payments: You may pay the entire New Balance shown on your billing statement at any time. Each billing period you must pay at least the Minimum Payment Due by the Payment Due Date shown on your billing statement. The Minimum Payment Due will be the sum of:

- 5% of your outstanding balance, rounded up to the next whole dollar, or \$30, whichever is greater;
- any Late Payment Fee for the current billing cycle;
- and any Past Due Amount (excluding any past due Late Payment Fees).

The Agreement

This Agreement, together with the Pricing Summary, is your contract with us.

Accepting this Agreement: You accept this Agreement when you use the Account. You may still reject this Agreement if you have not yet used the Card, used the Account, or paid a fee after receiving a billing statement. To reject the Agreement, call us at 866-515-5721 or write us at Bank Card Center, P.O. Box 95516, Las Vegas, NV 89193-5516. If you reject the Agreement, you are not responsible for any fees or charges.

Arbitration: This Agreement includes an Arbitration Provision with class action and jury trial waivers. You can reject the Arbitration Provision. See "How to REJECT this agreement to arbitrate" in the Arbitration section. If you do not, it will be part of this Agreement.

Promise to Pay: You agree to pay us for all amounts due on your Account, including credit for Purchases, Balance Transfers, and Cash Advances, as well as interest charges and fees. This includes charges made by Additional Cardholders and other Authorized Users.

Definitions

Account means the Credit One Bank card account under this Agreement.

Authorized User means any person you allow to use your Account or Card, including Additional Cardholders. If the Authorized User has been issued a Card and you want to terminate the Authorized User, you must notify us by telephone or in writing.

Balance Transfer means a transaction we designate that allows you to use your Account to pay another creditor or yourself. Balance Transfers cannot be used to pay us or our affiliates. A Balance Transfer will be subject to the terms of the Balance Transfer offer and this Agreement.

Card refers to one or more cards or access devices, including your Account number, that we give you or someone else with your authorization to get credit under this Agreement.

Cardholder refers to each person with a card issued in their name.

Cash Advance means the use of your Account to obtain funds at a financial institution or the use of a Convenience Check.

Convenience Check means a check we issue to you to take a Cash Advance. You may not use these checks to pay us or our affiliates.

Purchase means the use of the Account to obtain goods or services.

Prime Rate means the highest U.S. Prime Rate in the Money Rates section of The Wall Street Journal on the 25th day of the month, or the next day if that day is not a publication day. If The Wall Street Journal does not publish the U.S. Prime Rate, we may substitute another index.

we, us, our, and **Credit One Bank** refer to Credit One Bank, N.A., the issuer of your Card.

you, and **your** refer to each person who has applied for the Account and where appropriate, the Authorized User.

Features and Use of Your Account

Using Your Card: You may make Purchases wherever the Card is accepted. You may use the Account to obtain Cash Advances, but you may not make more than two Cash Advance transactions per day and you may not obtain more than \$200 in Cash Advances per day. You may use the Account for only personal, family, household, or charitable purposes, and if your Account is used for any other purpose you are still responsible for such use. You may not use the Account for business or commercial purposes. The Account may not be used for online or internet gambling or illegal purposes.

Your Credit Limit: We will tell you your credit limit. Keep your Account balance below your credit limit. If you do not, you must still pay us. We may designate part of your credit limit as a Cash Advance limit and part as a Balance Transfer limit. We may change your credit limit(s) at any time, without notice. You may use a portion of your credit limit for Cash Advances and Balance Transfers. Each Purchase, Cash Advance, and Balance Transfer obtained will reduce the amount of available credit under your credit limit until it is repaid. We may delay increasing your available credit by the amount of any payment that we receive for up to 12 calendar days.

Credit Limit Increase: To request a credit limit increase contact the Customer Service number on your statement. We may impose a fee for processing the request.

Credit Authorizations: We may decline to authorize a transaction for any reason. We will not be liable to you if we decline a transaction or if anyone refuses any use of your Card.

Automatic Billing: You may set up automatic billing with a merchant. You authorize us to provide an updated Account number or Card expiration date to any merchant at our discretion. Contact the merchant to stop automatic billing.

Joint Accounts: If this is a joint account, each of you is responsible individually and together for all amounts owed. Each of you is responsible even if the Account is used by only one of you. You will continue to be liable for the entire balance of the Account, even if your co-applicant is ordered by a court to pay us. You will remain liable to us if your co-applicant fails to pay as ordered by the court. Your Account status will continue to be reported to the credit reporting agencies under each of your names. The delivery of notices or billing statements to either of you serves as delivery to each of you. We may rely on instructions given by either of you. We are not liable to either of you for relying upon such instructions.

Electronic Access: Applications (apps) on electronic devices (such as mobile wallets) can store your Card and can be used to get credit under this Agreement. Such transactions are covered by this Agreement. Apps may have separate terms of use. We are not responsible if you violate those terms or for any consequences from violating those terms.

Additional Cardholder: At your request, we may, at our discretion, issue, in the name of another person, an additional Card on your Account. That person is an Additional Cardholder, as well as an Authorized User. An Additional Cardholder has access to certain Account information including balance, available credit and payment information. If you advise us that the Additional Cardholder is your spouse, information regarding the Account will be provided to consumer reporting agencies in your name as well as in the name of the Additional Cardholder. By requesting that we add an Additional Cardholder to your Account, you represent that you (1) have the consent of the Additional Cardholder to be added to the Account, (2) have provided a copy of this Agreement to the Additional Cardholder, and (3) if the Additional Cardholder is your spouse, you have told the Additional Cardholder that Credit One Bank will furnish credit information about them to the credit reporting agencies in connection with the Account. The Additional Cardholder may report the Card lost or stolen and may remove him or herself from the Account.

Interest Rates and Interest Changes

Annual Percentage Rates (APRs): See the Pricing Summary for your APRs. The APR for Balance Transfers will be the same as the APR for standard Purchases, unless a promotional rate applies.

Variable Rates: Your Pricing Summary indicates whether you have any variable APRs. Variable APRs are determined by adding to the Prime Rate the number of percentage points ("margin") specified in the Pricing Summary. Variable APRs will increase or decrease when the Prime Rate changes. The APR change will take effect beginning with billing cycles that end on or after the first day of the month after the month in which the Prime Rate changes. An increase in the APR will increase your interest charges and may increase your Minimum Payment Due.

Average Daily Balance Method (including new transactions): We calculate interest each billing cycle by first figuring the "average daily balance" for each type of balance. Standard Purchases, standard Cash Advances, standard Balance Transfers, and each promotional offer, are all types of balances.

For each type of balance, for each billing cycle, we start with the balance on the last day of your previous billing cycle. We subtract any unpaid interest. This is the beginning balance each day. Each day of the billing cycle we subtract any new payments and credits applied to that type of balance. We add any new transactions and fees for that type of balance. We add Purchases, Cash Advances, and Balance Transfers on the post date. We add

transaction fees on promotional rate and non-promotional rate Balance Transfers to the same type of balance as the transaction. We add all other fees to the standard Purchase balance. This gives us the daily balance for that type of balance, except that if the daily balance is negative, we treat it as zero. We then add up all of the daily balances and divide by the number of days in the billing cycle. This gives us the "average daily balance" for that type of balance. We multiply the average daily balance by the applicable monthly periodic rate (the APR divided by 12). This gives us the interest charged for that type of balance for that billing cycle. This interest is included in the Account balance on the last day of the billing cycle. The results for all types of balances are then added together to determine the total interest charged that billing cycle.

When Interest Begins: We begin to impose interest on a transaction or fee from the day we add it to the daily balance. We continue to impose interest until you pay the total amount you owe us. You can avoid paying interest on Purchases as described below. However, you cannot avoid paying interest on Balance Transfers or Cash Advances.

How to Avoid Paying Interest on Purchases ("Grace Period"): If you pay the New Balance on your billing statement by the Payment Due Date shown on that billing statement, we will not impose interest on new Purchases paid by the Payment Due Date on your current billing statement. The Payment Due Date will be at least 24 days after the close of the billing cycle. If you have been paying your Account balance in full and thereby avoiding interest on Purchases, but then do not pay the next New Statement Balance in full by the Payment Due Date, in that billing cycle we will start charging interest on the unpaid portion of your balance.

Fees

See the Pricing Summary for additional Fee information.

Annual Fee: If your Account is subject to an Annual Fee, the amount and when it is billed is shown on the Pricing Summary. The Annual Fee is billed to the Account until the Account is closed and the outstanding balance is paid in full. The Annual Fee is refundable as long as you cancel your Account and have not used your card for any Purchases, Cash Advances, or Balance Transfers and you have not made a payment.

Credit Limit Increase Fee: If a fee is imposed for processing a Credit Limit increase request, we will tell you the amount of the fee at the time of your request and before you agree to it.

Transaction Fee for Balance Transfers: The transaction fee for Balance Transfers will be the same as the transaction fee for Cash Advances, unless a promotional fee applies.

Foreign Transaction Fee: We add this fee for each purchase made outside the U.S. (A purchase is made outside the U.S. unless it is made with a U.S. merchant, processed completely in the U.S., and in U.S. dollars.) The fee is a percentage of the U.S. dollar amount of the purchase. American Express charges a foreign currency conversion fee of 1% of the amount of the transaction in U.S. dollars. This fee is included as part of the Foreign Transaction Fee listed in the Pricing Summary.

Optional Express Payment Service Fee: If a representative of ours helps expedite your payment, we may impose an Express Payment fee. You will be informed of the amount of the fee before you complete the transaction.

Duplicate Statement Fee: If you request a duplicate copy of a monthly statement, for any purpose other than to assert a billing error, you will be charged a fee of up to \$10 for each statement copy requested.

Sales Slip Request Fee: If you request a copy of a sales slip, for any purpose other than to resolve a dispute about the charges on your Account, you will be charged a fee of \$6 for each sales slip copy requested.

Replacement Card Fee: If you request a replacement card, a Replacement Card Fee of up to \$25 may be charged to your Account.

Payments

Minimum Payment Due: See the Pricing Summary for the minimum payment requirements.

Small Balances: As it is uneconomical for both you and us to process payments or maintain credits that are \$1 or less in amount, you agree as follows:
(1) In any billing cycle in which you have had no transactions and your New Balance on the billing date is \$1 or less, the balance will be rounded to zero and you will not receive a bill for this amount.

(2) In the event that you have a credit balance of \$1 or less for two consecutive billing cycles, the balance will be rounded to zero and you will not receive a refund of this amount.

Payment Instructions: You must pay us in U.S. dollars, in funds on deposit in the U.S. We credit your payments in accordance with the terms contained on your billing statement. If you mail your payment to an address other than the address designated on your billing statement, there may be a delay in processing and crediting the payment to your Account.

Irregular Payments: Any payment submitted in offer of settlement of a disputed debt, including any item containing a notation such as “paid in full,” and any other item with a restrictive endorsement, must be sent to: Credit One Bank, P.O. Box 95516, Las Vegas, NV 89193-5516. We can accept late payments, partial payments, and checks or other items with restrictive endorsements at any other address without losing any of our rights under this Agreement.

Postdated Checks: You agree that we need not examine any payment check to confirm that it is not postdated and that we may deposit any postdated check on the day we receive it.

Payment Allocation: We apply payments up to the Minimum Payment Due and credits at our discretion, which may result in balances at lower APRs being paid first and higher interest charges. Payments over the Minimum Payment Due will be applied to balances with higher APRs first.

Collecting, Sharing, and Updating Information

Customer Privacy: We send you our Privacy Policy when you open your Account and thereafter in accordance with applicable law. It summarizes the personal information we collect; how we safeguard its confidentiality and security; when it may be shared with others; and how you can limit our sharing of this information. You accept the terms of our Privacy Policy when you use the Account. Contact us or visit CreditOne.com if you would like a copy.

Information About You: You authorize us to obtain and/or use information about you from third parties and credit reporting agencies to: (1) verify your identity and/or conduct investigative inquiries; (2) determine your income and credit eligibility; (3) review your Account and provide renewal of credit; (4) verify your current credit standing in order to present future credit limit increases or decreases; (5) qualify you for and present additional lines of credit or other offers; and (6) collect amounts owing on your Account. Upon request, we will tell you the name and address of any credit reporting agency that provided us with information concerning you.

Furnishing Information: We may furnish information concerning your Account or credit file to consumer reporting agencies and others who may properly receive that information. If you believe that information we furnished is inaccurate or incomplete, please write us at Credit One Bank, P. O. Box 98873, Las Vegas, NV 89193-8873. Please include your name, address, home phone number and Account number.

Telephone Calls, Text Messages and Emails Regarding Your Account: You are providing express written permission and consent authorizing Credit One Bank and our agents, servicers, contractors, subsidiaries, affiliates, officers, and other partners and employees to contact you at any phone number (including mobile, cellular/wireless, or similar devices) or email address you provide at any time, for any lawful purpose. The ways in which we may contact you include live operator, automatic telephone dialing systems (auto-dialer), prerecorded and artificial voice message, text/SMS message or email. Phone numbers and email addresses you provide include those you give to us, those from which you, or someone acting on your behalf, contact us or which we obtain through other means. If you provide a phone number for which you are not the owner, you confirm you are authorized to provide that number. Such lawful purposes include, but are not limited to: obtaining information; activation of the card for verification and identification purposes; account transactions or servicing related matters; suspected fraud or identity theft; collection on the Account; and providing information about special products and services. You agree to pay any fee(s) or charge(s) that you may incur for incoming communications from us or outgoing communications to us, to or from any such number or email address, without reimbursement from us.

Communication Revocation: You may revoke your authorization for most communications. However, you cannot revoke authorization for fraud related communications or legally required communications. To change your communication preferences or to revoke consent you must write us. Please:

- include your name, mailing address, and the last four digits of your Account number;
- specify whether you are changing your preferences regarding mail, telephone calls, emails, and/or text or SMS messages;
- provide the specific phone number(s) and/or email address for which you are requesting communications to cease;
- send this written notice to: Credit One Bank, P.O. Box 98873, Las Vegas, NV 89193-8873.

Certain communication preferences can be changed on-line. Please log in to your Account to see if that option is available.

Telephone Monitoring: You agree that we (and our servicers, agents and contractors) may monitor and record any calls between you and us.

Updating Your Phone Number: Notify us immediately if you change mobile or cell phone numbers or plan to give your phone to someone else. It is your responsibility to provide us with a true, accurate and complete mobile number and to maintain and update promptly any changes in this information. You can update your mobile number by calling us at the phone number on the back of your Card.

Indemnification: If you provide telephone number(s) for which you are not the subscriber, or fail to notify us when you cease to be the subscriber for a telephone number you previously gave us, you agree to indemnify us, our subsidiaries, affiliates, officers, agents, servicers, contractors, and other

partners and employees for any costs and expenses, including reasonable attorneys' fees, incurred as a result of us contacting or attempting to contact you at the number(s). Your obligation under this paragraph shall survive termination of the Agreement.

Account Closure

Default: You are in default under this Agreement if (1) bankruptcy or another insolvency proceeding is filed by or against you; (2) we reasonably believe you are unable or unwilling to repay us; (3) you die or are legally incompetent or incapacitated; (4) you fail to comply with the terms of this Agreement, including failing to make a required payment when due, exceeding your credit limit or using your Card or Account for an illegal transaction; (5) you give us misleading, false, incomplete or incorrect information or fail to give us any information we deem necessary; or (6) if you no longer permanently reside in one of the 50 states or the District of Columbia. If you are in default, we may declare the entire Account balance immediately due and payable without advance notice.

Collection Costs: If we use an attorney to collect your Account, we may charge you our legal costs as permitted by law. These include reasonable attorneys' fees, court or other collection costs, and fees and costs of any appeal.

Closing Your Account: You may close your Account at any time. You will remain responsible for any amount you owe us under this Agreement. Any joint Cardholder may cancel a joint Account. However, both of you will remain responsible for paying all amounts owed. If your Account is subject to an Annual Fee, the fee will continue to be charged until you pay your outstanding balance in full.

We may cancel, suspend or not renew your Card, Account, or access to the credit line at any time and for any reason without notice. If your Account is closed by us, the Annual Fee will continue to be charged until you pay your outstanding balance in full.

However, when your Account is closed, if there is: (1) a debit balance of \$1 or less, that balance will be rounded to zero and you will not be required to pay this amount; or (2) a credit balance of \$1 or less, that balance will be rounded to zero and this amount will not be refunded to you. The rounding to zero may occur after your closing statement cycles, and you may not receive a statement reflecting the rounding.

Arbitration Agreement

PLEASE READ CAREFULLY—IMPORTANT—AFFECTS YOUR LEGAL RIGHTS

This agreement to arbitrate provides that you or we can require controversies or disputes between us to be resolved by BINDING ARBITRATION. You have the right to REJECT this agreement to arbitrate by using the procedure explained below.

If you do not reject this agreement to arbitrate, you GIVE UP YOUR RIGHT TO GO TO COURT and controversies or disputes between us will be resolved by a NEUTRAL ARBITRATOR INSTEAD OF A JUDGE OR JURY, using rules that are simpler and more limited than in a court. Arbitrator decisions are subject to VERY LIMITED REVIEW BY A COURT. Arbitration will proceed INDIVIDUALLY— CLASS ACTIONS AND SIMILAR PROCEDURES WILL NOT BE AVAILABLE TO YOU.

Agreement to Arbitrate: You and we agree that either you or we may, without the other's consent, require that controversies or disputes between you and us (all of which are called "Claims"), be submitted to mandatory, binding arbitration. This agreement to arbitrate is made pursuant to a transaction involving interstate commerce, and shall be governed by, and enforceable under, the Federal Arbitration Act (the "FAA"), 9 U.S.C. §1 et seq., and (to the extent State law is applicable), the laws of the State of Nevada.

For purposes of this agreement to arbitrate, "you" includes you, any co-applicant, any Authorized User (including Additional Cardholders), or anyone else connected with you or claiming through you; and "we" or "us" includes Credit One Bank, N.A., all of its parents, subsidiaries, affiliates, successors, predecessors, employees, and related persons or entities, and all third parties who are regarded as agents or representatives of us in connection with the subject matter of the claim or dispute at issue.

Covered Claims: Claims subject to arbitration include, but are not limited to, any controversies or disputes arising from or relating in any way to your Account; any transactions involving your Account; any disclosures made to you concerning your Account; any interest, charges, or fees assessed on your Account; any service(s) or programs related to your Account; and, if permitted by the rules of the arbitration forum, any collection of debt related to your Account. Claims also include controversies or disputes arising from or relating in any way to advertising, solicitations, or any application for, approval of, or establishment of your Account. Claims subject to arbitration include any controversies or disputes based on any theory of law, whether contract, tort, statute, regulation, common law, or equity, or whether they seek legal or equitable remedies. All Claims are subject to arbitration whether they arose in the past, may currently exist, or may arise in the future. Arbitration will apply even if your Account is closed, you pay us in full any outstanding debt you owe, or you file for bankruptcy. Also, controversies or disputes about the validity, enforceability, coverage, meaning, or scope of this agreement to arbitrate or any part thereof are subject to arbitration and are for the arbitrator to decide. Any questions about what Claims are subject to arbitration shall be resolved by interpreting this agreement to arbitrate in the broadest way the law will allow it to be enforced.

Claims Not Covered: Claims (whether brought initially or by counter or cross-claim) are not subject to arbitration if they are filed by you or us in a small claims court, so long as the case remains in such court and only individual claims for relief are advanced in the case.

No Class Arbitration or Consolidation or Joinder of Parties: Class actions and other similar procedures in which individuals seek to represent similarly situated individuals or seek relief on behalf of the general public, and consolidation or joinder of Claims (except for claimants on the same account), are NOT available under this agreement to arbitrate. Claims in arbitration will proceed on an INDIVIDUAL basis only:

UNLESS YOU REJECT THIS AGREEMENT TO ARBITRATE, YOU AND WE WAIVE THE RIGHT TO ASSERT OR PARTICIPATE IN A CLASS ACTION OR ANY REPRESENTATIVE OR CONSOLIDATED PROCEEDING IN COURT OR IN ARBITRATION.

The arbitrator shall have no authority to entertain any Claim as a class action or private attorney general action or on any other similar representative basis, nor shall the arbitrator have any authority to consolidate or join Claims brought by separate claimants (except for claimants on the same account). This also means that the arbitrator shall have no authority to make any award for the benefit of, or against, any person other than the individual who is the named party.[†]

†Notice to California Account Holders: This agreement to arbitrate shall not be construed to prevent you from seeking in the arbitration the remedy of public injunctive relief if (a) you reside in California, (b) you resided in California at the time you entered into this agreement to arbitrate, or (iii) the billing address for your Account is a California address (hereafter, "California Account Holder").

Initiation of Arbitration: The arbitration shall be administered by the American Arbitration Association ("AAA") before a single arbitrator under the AAA's Consumer Arbitration Rules, or by a mutually agreeable administrator, before a single arbitrator, as modified by this arbitration provision. Information about the arbitration process for AAA can be obtained from the AAA at www.adr.org. The arbitrator shall be selected from the AAA (or mutually agreeable administrator) panel of neutrals then active on the roster maintained by the AAA (or mutually agreeable administrator) office located in the city of or nearest to your billing address and, unless otherwise mutually agreed, the arbitrator shall be a retired federal judge, a retired state appellate judge, a retired state trial judge, or a lawyer with at least 15 years of experience in that order of preference.

In the event that the AAA or mutually agreeable administrator is unable or unwilling to handle the Claim for any reason, then the matter shall be arbitrated instead by a neutral arbitrator selected by agreement of the parties (or, if the parties cannot agree, selected by a court in accordance with the FAA).

Arbitration Procedures and Applicable Law; Offer of Settlement: Unlike a lawsuit in state or federal court, arbitration is conducted by a private organization that specializes in alternative dispute resolution. Disputes in arbitration are decided by a neutral arbitrator instead of a judge or jury. You may represent yourself in arbitration, or you may be represented by a lawyer.

Under this agreement to arbitrate, a single arbitrator designated by the arbitration administrator will decide the Claim under applicable law. The arbitrator is bound by the terms of this agreement to arbitrate. The AAA or mutually agreeable administrator will apply its code of procedures in effect at the time the arbitration claim is filed. If there is a conflict between that code of procedures and this arbitration provision and/or any sections of this Card Agreement, this arbitration provision and/or this Card Agreement will control. The arbitrator will honor all claims of privilege recognized by law. Subject to the prohibition on class, representative, and consolidation procedures set forth above, the arbitrator will have the power to award to a party any damages or other relief (including relief in equity) provided for under applicable law. That is, a party will be entitled to recover in arbitration any damages or other relief that it could recover if it prevailed in a court proceeding. An arbitrator's award shall consist of a written statement setting forth the disposition of each Claim. At the request of any party, the arbitrator shall also set forth a written explanation of the essential findings and conclusions on which the award is based. An arbitration award shall decide the rights and obligations only of the parties named in the arbitration, and shall not have any bearing on another person or dispute.

If your Claim is for \$10,000 or less, you may choose whether the arbitration will be conducted solely on the basis of documents, in a telephonic hearing, or in an in-person hearing.

Any in-person hearing will take place in the federal judicial district that includes your billing address at the time the Claim is filed, unless the parties agree to a different place.

The Arbitrator's Decision: The arbitrator's decision will be final and binding on the parties. A party can file a written appeal to the arbitration administrator within thirty (30) days after an award is issued. The appeal will proceed before a panel of three neutral arbitrators designated by the same arbitration administrator. The panel will decide anew all factual and legal issues, following the same rules of procedure, by majority vote any aspect of the original decision objected to. The costs of such an appeal will be borne in accordance with the below paragraph entitled "Fees and Costs". Any review by a court shall be governed by the Federal Arbitration Act. Any final arbitration award will be binding on the named parties and enforceable by any court having jurisdiction.

Fees and Costs: We will pay any costs that are required to be paid by us under the arbitration administrator's rules of procedure. If you file the arbitration, you will pay your share of the initial filing fee, unless you seek and qualify for a fee waiver under the applicable rules of the arbitration administrator. The party filing an appeal shall be responsible for all filing fees and costs of the appeal unless prohibited by administrator's rules of

procedure. All parties are responsible for their own attorney's fees, expert fees and any other expenses, unless the arbitrator awards such fees or expenses to you or us if allowed by applicable law.

Other Parties Subject to this Agreement to Arbitrate: In addition to you and us, the rights and duties described in this agreement to arbitrate apply to: any third party co-defendant of a claim subject to this arbitration provision; all joint account holders, Additional Cardholders, and Authorized Users of your Account(s).

How to REJECT this Agreement to Arbitrate: You can reject this agreement to arbitrate but only if we receive from you a written notice of rejection within 45 days after it was first provided to you. To reject this agreement to arbitrate you must send the notice of rejection to: Credit One Bank, Attention: Arbitration Opt Out, P. O. Box 98873, Las Vegas, NV 89193-8873. Rejection notices sent to any other address will not be accepted or effective. If you decide to reject this agreement to arbitrate in writing, your notice must state that you reject this agreement to arbitrate and include your name, address, account number, and personal signature. Rejection of arbitration will not affect your other rights or responsibilities under this Card Agreement.

Survival, Severability, and Amendment of Terms:

Survival. This agreement to arbitrate shall survive changes in the Agreement and termination of the Account or the relationship between you and us, including the bankruptcy of any party and any transfer or sale of your Account, or amounts owed on your Account, to another person or entity.

Severability. If any part or parts of your agreement to arbitrate are declared unenforceable, then such specific part or parts shall be of no force or effect and shall be severed, but the remainder of this agreement to arbitrate shall continue in full force and effect. If, however, the entire agreement to arbitrate or your waiver of the right to bring or participate in a class or representative action or in consolidation procedures is unenforceable, then the agreement to arbitrate shall be of no force or effect. Notwithstanding the preceding sentence, with respect to California Account Holders, if arbitration is unenforceable, in whole or in part, you and we agree to resolve any Claim by a judicial reference proceeding as described above.

Amendment in Writing Only. This agreement to arbitrate may not be amended, severed, or waived, except as expressly provided in the Agreement or in a written agreement between you and us.

Other Information

Transactions in Foreign Currencies: If you make a transaction at a merchant that settles in a currency other than U.S. dollars, American Express will convert that charge into a U.S. Dollar amount. That conversion will be done at a rate selected by American Express from the range of rates available in wholesale currency markets for the applicable central processing date, which rate may vary from the rate American Express itself receives, or the government-mandated rate in effect for the applicable central processing date. The currency conversion rate used on the processing date may differ from the rate that would have been used on the purchase date or on the date the transaction is posted to your Account. You agree to pay the converted amount, including any charges for the conversion that may be imposed as described above.

Changes to Your Agreement: The rates, fees and terms of this Agreement may change and we may add or delete any term to this Agreement, consistent with applicable law. We will give you advance written notice of these changes and a right to reject the change, if required by law.

Unauthorized Use: Notify us immediately if your Card is lost or stolen or you suspect that someone is using your Card or Account without your permission.

Assignment: We may assign any or all of our rights and obligations under this Agreement. You may not assign any of your rights or obligations under this Agreement.

No Waiver: We will not lose our rights under this Agreement because we delay or do not enforce them.

Governing Law: This Agreement is governed by and interpreted in accordance with the laws applicable to national banks, and, where no such laws apply, by the laws of the State of Nevada, excluding the conflicts of law provisions thereof, regardless of your state of residence.

Conformance with Law; Severability: If any part of this Agreement conflicts with applicable law, that provision will be considered modified to conform to applicable law. If any part of this Agreement is invalid, the rest shall remain in effect, except as otherwise noted in the Arbitration Provision.

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 the Billing Inquiries address on the statement.

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 \$50.00 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 \$50.00. (Note: Neither of these are necessary if your purchase was based on an advertisement we mailed to you, or if we own or operate 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 the Billing Inquiries address shown on your statement.

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

Cash Back Rewards Program Supplement

This Supplement describes the terms and conditions of the Credit One Cash Back Rewards Program ("Program") and supplements the Card Agreement that governs your credit card account issued by Credit One Bank, N.A. (the "Account"). By using the Account, you agree to participate in the Program. Your participation is subject to the terms of the Card Agreement, including the arbitration provision, if applicable, and this Supplement. In the event of a conflict between the Card Agreement and this Supplement, with respect to matters relating to the Program, this Supplement controls.

Earning Cash Back Rewards: You earn cash back rewards in the form of an automatic statement credit equal to 1% of all Net Purchases made with your Account. You do not earn cash back rewards on Cash Advances, Balance Transfers, interest, fees, and other charges. We will post a statement credit to your Account within seven days after the end of the month based on the Net Purchases made with your Account from the 27th of the previous month to the 26th of the current month. If your Account is in default, as defined in your Card Agreement, at the time the credit is to be posted, you WILL NOT receive the credit. Cash back rewards have no cash value.

Net Purchases: Net Purchases are Purchases minus any returns, disputed charges, unauthorized charges, illegal or fraudulent charges or other credits for such Purchases.

Program Restrictions: You will receive an automatic cash back rewards credit on each statement that has at least one Net Purchase. Automatic statement credits for cash back rewards will reduce the balance on your Account but will not count as payments. You will still be required to pay at least the Minimum Payment Due as shown on your billing statement each month. You WILL NOT earn cash back rewards for Purchases made while your Account is in default as defined within your Card Agreement. This Program excludes Accounts already enrolled in a different Credit One cash back rewards program.

Changes: The Program may be changed (added to, modified or deleted) by us at any time. We will give you prior notice to the extent required by law. The current version of this Program may be found at www.CreditOneBank.com along with the Card Agreement. Any revisions may affect your ability to earn cash back rewards.

Termination: We may suspend or terminate the Program or your participation in the Program at any time without prior notice. In such event, we will evaluate your Account for any eligible cash back rewards as of the Program termination date. Provided that you meet all of the other Program Restrictions listed above at that time, you will receive a distribution of the cash back rewards earned during the current billing period in the form of a statement credit.

Limited Liability: Unless otherwise required by law, this Program, or our Card Agreement with you, we will not be liable to you or anyone making a claim on your behalf, in connection with: (1) any change or termination of the Program; (2) any loss, damage, expense or inconvenience caused by any occurrence outside of our control; (3) any taxes that you incur as a result of receiving cash back rewards, payment of which taxes will be your responsibility; (4) any merchandise or services you purchase, or for any direct, indirect or consequential damages with respect to the use of your Account. In any event, any liability that Credit One may have to you in connection with the Program shall be limited to the amount of any cash back rewards you have earned in this Program. The Program and cash back rewards are void or limited where prohibited or restricted, respectively, by federal, state or local law.

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Pricing Summary

Interest Rates and Interest Charges	
ANNUAL PERCENTAGE RATE (APR) for Purchases	24.40% This APR will vary with the market based on the Prime Rate.
APR for Balance Transfers	24.40% This APR will vary with the market based on the Prime Rate.
APR for Cash Advances	24.40% This APR will vary with the market based on the Prime Rate.
Paying Interest	Your due date is at least 24 days after the close of each billing cycle. We will not charge you any interest on Purchases if you pay your entire balance by the due date each month. We will begin charging interest on Cash Advances and Balance Transfers from the posting date.
Minimum Interest Charge	If you are charged interest, the charge will be no less than \$1.00.
For Credit Card Tips from the Consumer Financial Protection Bureau	To learn more about factors to consider when applying for or using a credit card, visit the website of the Consumer Financial Protection Bureau at http:// www.consumerfinance.gov/learnmore .
Fees	
Annual Fee	\$0
Transaction Fees • Balance Transfer • Cash Advance • Foreign Transaction	Either \$5 or 8% of the amount of each Balance Transfer, whichever is greater. Either \$5 or 8% of the amount of each Cash Advance, whichever is greater. Either \$1 or 3% of the amount of each purchase in U.S. dollars, whichever is greater.
Penalty Fees • Late Payment • Returned Payment	Up to \$39* Up to \$39**

How We Will Calculate Your Balance: We use a method called “average daily balance (including new Purchases).” See your Card Agreement for more details.

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

***Late Payment Fee:** We will charge the maximum safe harbor amount, which is set annually in accordance with 12 C.F.R 1026.52(b)(1)(ii)(D). Currently the fee is \$29, unless you incurred a Late Payment Fee during the prior six billing cycles. If you did, the fee is currently \$39. This fee will not exceed

the related Minimum Payment that was due. We charge a Late Payment Fee to your Account if at least the Amount Due This Period (less any Late Payment Fee for the current billing cycle) plus any Past Due Amount is not received by 5:00 p.m. PT on the Payment Due Date shown on your statement.

****Returned Payment Fee:** We will charge the maximum safe harbor amount, which is set annually in accordance with 12 C.F.R 1026.52(b)(1)(ii)(D). If a payment is not honored upon first presentment, even if the payment is later honored, a Returned Payment Fee will be charged to your Account. Currently, the fee is \$29, unless you incurred a Returned Payment Fee in the prior six billing cycles. If you did, the fee is currently \$39. This fee will not exceed the related Minimum Payment that was due.

Additional Rate Information: The Purchase, Balance Transfer and Cash Advance APR equals the Prime Rate plus a margin of 21.15%. This corresponds to a monthly periodic rate of 2.03333%.

Minimum Payments: You may pay the entire New Balance shown on your billing statement at any time. Each billing period you must pay at least the Minimum Payment Due by the Payment Due Date shown on your billing statement. The Minimum Payment Due will be the sum of:

- 5% of your outstanding balance, rounded up to the next whole dollar, or \$30, whichever is greater;
- any Late Payment Fee for the current billing cycle;
- and any Past Due Amount (excluding any past due Late Payment Fees).

The Agreement

This Agreement, together with the Pricing Summary, is your contract with us.

Accepting this Agreement: You accept this Agreement when you use the Account. You may still reject this Agreement if you have not yet used the Card, used the Account, or paid a fee after receiving a billing statement. To reject the Agreement, call us at 866-515-5721 or write us at Bank Card Center, P.O. Box 95516, Las Vegas, NV 89193-5516. If you reject the Agreement, you are not responsible for any fees or charges.

Arbitration: This Agreement includes an Arbitration Provision with class action and jury trial waivers. You can reject the Arbitration Provision. See "How to REJECT this agreement to arbitrate" in the Arbitration section. If you do not, it will be part of this Agreement.

Promise to Pay: You agree to pay us for all amounts due on your Account, including credit for Purchases, Balance Transfers, and Cash Advances, as well as interest charges and fees. This includes charges made by Additional Cardholders and other Authorized Users.

Definitions

Account means the Credit One Bank card account under this Agreement.

Authorized User means any person you allow to use your Account or Card, including Additional Cardholders. If the Authorized User has been issued a Card and you want to terminate the Authorized User, you must notify us by telephone or in writing.

Balance Transfer means a transaction we designate that allows you to use your Account to pay another creditor or yourself. Balance Transfers cannot be used to pay us or our affiliates. A Balance Transfer will be subject to the terms of the Balance Transfer offer and this Agreement.

Card refers to one or more cards or access devices, including your Account number, that we give you or someone else with your authorization to get credit under this Agreement.

Cardholder refers to each person with a card issued in their name.

Cash Advance means the use of your Account to obtain funds at a financial institution or the use of a Convenience Check.

Convenience Check means a check we issue to you to take a Cash Advance. You may not use these checks to pay us or our affiliates.

Purchase means the use of the Account to obtain goods or services.

Prime Rate means the highest U.S. Prime Rate in the Money Rates section of The Wall Street Journal on the 25th day of the month, or the next day if that day is not a publication day. If The Wall Street Journal does not publish the U.S. Prime Rate, we may substitute another index.

we, us, our, and **Credit One Bank** refer to Credit One Bank, N.A., the issuer of your Card.

you, and **your** refer to each person who has applied for the Account and where appropriate, the Authorized User.

Features and Use of Your Account

Using Your Card: You may make Purchases wherever the Card is accepted. You may use the Account to obtain Cash Advances, but you may not make more than two Cash Advance transactions per day and you may not obtain more than \$200 in Cash Advances per day. You may use the Account for only personal, family, household, or charitable purposes, and if your Account is used for any other purpose you are still responsible for such use. You may not use the Account for business or commercial purposes. The Account may not be used for online or internet gambling or illegal purposes.

Your Credit Limit: We will tell you your credit limit. Keep your Account balance below your credit limit. If you do not, you must still pay us. We may designate part of your credit limit as a Cash Advance limit and part as a Balance Transfer limit. We may change your credit limit(s) at any time, without notice. You may use a portion of your credit limit for Cash Advances and Balance Transfers. Each Purchase, Cash Advance, and Balance Transfer obtained will reduce the amount of available credit under your credit limit until it is repaid. We may delay increasing your available credit by the amount of any payment that we receive for up to 12 calendar days.

Credit Limit Increase: To request a credit limit increase contact the Customer Service number on your statement. We may impose a fee for processing the request.

Credit Authorizations: We may decline to authorize a transaction for any reason. We will not be liable to you if we decline a transaction or if anyone refuses any use of your Card.

Automatic Billing: You may set up automatic billing with a merchant. You authorize us to provide an updated Account number or Card expiration date to any merchant at our discretion. Contact the merchant to stop automatic billing.

Joint Accounts: If this is a joint account, each of you is responsible individually and together for all amounts owed. Each of you is responsible even if the Account is used by only one of you. You will continue to be liable for the entire balance of the Account, even if your co-applicant is ordered by a court to pay us. You will remain liable to us if your co-applicant fails to pay as ordered by the court. Your Account status will continue to be reported to the credit reporting agencies under each of your names. The delivery of notices or billing statements to either of you serves as delivery to each of you. We may rely on instructions given by either of you. We are not liable to either of you for relying upon such instructions.

Electronic Access: Applications (apps) on electronic devices (such as mobile wallets) can store your Card and can be used to get credit under this Agreement. Such transactions are covered by this Agreement. Apps may have separate terms of use. We are not responsible if you violate those terms or for any consequences from violating those terms.

Additional Cardholder: At your request, we may, at our discretion, issue, in the name of another person, an additional Card on your Account. That person is an Additional Cardholder, as well as an Authorized User. An Additional Cardholder has access to certain Account information including balance, available credit and payment information. If you advise us that the Additional Cardholder is your spouse, information regarding the Account will be provided to consumer reporting agencies in your name as well as in the name of the Additional Cardholder. By requesting that we add an Additional Cardholder to your Account, you represent that you (1) have the consent of the Additional Cardholder to be added to the Account, (2) have provided a copy of this Agreement to the Additional Cardholder, and (3) if the Additional Cardholder is your spouse, you have told the Additional Cardholder that Credit One Bank will furnish credit information about them to the credit reporting agencies in connection with the Account. The Additional Cardholder may report the Card lost or stolen and may remove him or herself from the Account.

Interest Rates and Interest Changes

Annual Percentage Rates (APRs): See the Pricing Summary for your APRs. The APR for Balance Transfers will be the same as the APR for standard Purchases, unless a promotional rate applies.

Variable Rates: Your Pricing Summary indicates whether you have any variable APRs. Variable APRs are determined by adding to the Prime Rate the number of percentage points ("margin") specified in the Pricing Summary. Variable APRs will increase or decrease when the Prime Rate changes. The APR change will take effect beginning with billing cycles that end on or after the first day of the month after the month in which the Prime Rate changes. An increase in the APR will increase your interest charges and may increase your Minimum Payment Due.

Average Daily Balance Method (including new transactions): We calculate interest each billing cycle by first figuring the "average daily balance" for each type of balance. Standard Purchases, standard Cash Advances, standard Balance Transfers, and each promotional offer, are all types of balances.

For each type of balance, for each billing cycle, we start with the balance on the last day of your previous billing cycle. We subtract any unpaid interest. This is the beginning balance each day. Each day of the billing cycle we subtract any new payments and credits applied to that type of balance. We

add any new transactions and fees for that type of balance. We add Purchases, Cash Advances, and Balance Transfers on the post date. We add transaction fees on promotional rate and non-promotional rate Balance Transfers to the same type of balance as the transaction. We add all other fees to the standard Purchase balance. This gives us the daily balance for that type of balance, except that if the daily balance is negative, we treat it as zero. We then add up all of the daily balances and divide by the number of days in the billing cycle. This gives us the "average daily balance" for that type of balance. We multiply the average daily balance by the applicable monthly periodic rate (the APR divided by 12). This gives us the interest charged for that type of balance for that billing cycle. This interest is included in the Account balance on the last day of the billing cycle. The results for all types of balances are then added together to determine the total interest charged that billing cycle.

When Interest Begins: We begin to impose interest on a transaction or fee from the day we add it to the daily balance. We continue to impose interest until you pay the total amount you owe us. You can avoid paying interest on Purchases as described below. However, you cannot avoid paying interest on Balance Transfers or Cash Advances.

How to Avoid Paying Interest on Purchases ("Grace Period"): If you pay the New Balance on your billing statement by the Payment Due Date shown on that billing statement, we will not impose interest on new Purchases paid by the Payment Due Date on your current billing statement. The Payment Due Date will be at least 24 days after the close of the billing cycle. If you have been paying your Account balance in full and thereby avoiding interest on Purchases, but then do not pay the next New Statement Balance in full by the Payment Due Date, in that billing cycle we will start charging interest on the unpaid portion of your balance.

Fees

See the Pricing Summary for additional Fee information.

Annual Fee: If your Account is subject to an Annual Fee, the amount and when it is billed is shown on the Pricing Summary. The Annual Fee is billed to the Account until the Account is closed and the outstanding balance is paid in full. The Annual Fee is refundable as long as you cancel your Account and have not used your card for any Purchases, Cash Advances, or Balance Transfers and you have not made a payment.

Credit Limit Increase Fee: If a fee is imposed for processing a Credit Limit increase request, we will tell you the amount of the fee at the time of your request and before you agree to it.

Transaction Fee for Balance Transfers: The transaction fee for Balance Transfers will be the same as the transaction fee for Cash Advances, unless a promotional fee applies.

Foreign Transaction Fee: We add this fee for each purchase made outside the U.S. (A purchase is made outside the U.S. unless it is made with a U.S. merchant, processed completely in the U.S., and in U.S. dollars.) The fee is a percentage of the U.S. dollar amount of the purchase. American Express charges a foreign currency conversion fee of 1% of the amount of the transaction in U.S. dollars. This fee is included as part of the Foreign Transaction Fee listed in the Pricing Summary.

Optional Express Payment Service Fee: If a representative of ours helps expedite your payment, we may impose an Express Payment fee. You will be informed of the amount of the fee before you complete the transaction.

Duplicate Statement Fee: If you request a duplicate copy of a monthly statement, for any purpose other than to assert a billing error, you will be charged a fee of up to \$10 for each statement copy requested.

Sales Slip Request Fee: If you request a copy of a sales slip, for any purpose other than to resolve a dispute about the charges on your Account, you will be charged a fee of \$6 for each sales slip copy requested.

Replacement Card Fee: If you request a replacement card, a Replacement Card Fee of up to \$25 may be charged to your Account.

Payments

Minimum Payment Due: See the Pricing Summary for the minimum payment requirements.

Small Balances: As it is uneconomical for both you and us to process payments or maintain credits that are \$1 or less in amount, you agree as follows:

- (1) In any billing cycle in which you have had no transactions and your New Balance on the billing date is \$1 or less, the balance will be rounded to zero and you will not receive a bill for this amount.
- (2) In the event that you have a credit balance of \$1 or less for two consecutive billing cycles, the balance will be rounded to zero and you will not receive a refund of this amount.

Payment Instructions: You must pay us in U.S. dollars, in funds on deposit in the U.S. We credit your payments in accordance with the terms contained on your billing statement. If you mail your payment to an address other than the address designated on your billing statement, there may be a delay in processing and crediting the payment to your Account.

Irregular Payments: Any payment submitted in offer of settlement of a disputed debt, including any item containing a notation such as "paid in full," and any other item with a restrictive endorsement, must be sent to: Credit One Bank, P.O. Box 95516, Las Vegas, NV 89193-5516. We can accept late payments, partial payments, and checks or other items with restrictive endorsements at any other address without losing any of our rights under this Agreement.

Postdated Checks: You agree that we need not examine any payment check to confirm that it is not postdated and that we may deposit any postdated check on the day we receive it.

Payment Allocation: We apply payments up to the Minimum Payment Due and credits at our discretion, which may result in balances at lower APRs being paid first and higher interest charges. Payments over the Minimum Payment Due will be applied to balances with higher APRs first.

Collecting, Sharing, and Updating Information

Customer Privacy: We send you our Privacy Policy when you open your Account and thereafter in accordance with applicable law. It summarizes the personal information we collect; how we safeguard its confidentiality and security; when it may be shared with others; and how you can limit our sharing of this information. You accept the terms of our Privacy Policy when you use the Account. Contact us or visit CreditOne.com if you would like a copy.

Information About You: You authorize us to obtain and/or use information about you from third parties and credit reporting agencies to: (1) verify your identity and/or conduct investigative inquiries; (2) determine your income and credit eligibility; (3) review your Account and provide renewal of credit; (4) verify your current credit standing in order to present future credit limit increases or decreases; (5) qualify you for and present additional lines of credit or other offers; and (6) collect amounts owing on your Account. Upon request, we will tell you the name and address of any credit reporting agency that provided us with information concerning you.

Furnishing Information: We may furnish information concerning your Account or credit file to consumer reporting agencies and others who may properly receive that information. If you believe that information we furnished is inaccurate or incomplete, please write us at Credit One Bank, P. O. Box 98873, Las Vegas, NV 89193-8873. Please include your name, address, home phone number and Account number.

Telephone Calls, Text Messages and Emails Regarding Your Account: You are providing express written permission and consent authorizing Credit One Bank and our agents, servicers, contractors, subsidiaries, affiliates, officers, and other partners and employees to contact you at any phone number (including mobile, cellular/wireless, or similar devices) or email address you provide at any time, for any lawful purpose. The ways in which we may contact you include live operator, automatic telephone dialing systems (auto-dialer), prerecorded and artificial voice message, text/SMS message or email. Phone numbers and email addresses you provide include those you give to us, those from which you, or someone acting on your behalf, contact us or which we obtain through other means. If you provide a phone number for which you are not the owner, you confirm you are authorized to provide that number. Such lawful purposes include, but are not limited to: obtaining information; activation of the card for verification and identification purposes; account transactions or servicing related matters; suspected fraud or identity theft; collection on the Account; and providing information about special products and services. You agree to pay any fee(s) or charge(s) that you may incur for incoming communications from us or outgoing communications to us, to or from any such number or email address, without reimbursement from us.

Communication Revocation: You may revoke your authorization for most communications. However, you cannot revoke authorization for fraud related communications or legally required communications. To change your communication preferences or to revoke consent you must write us. Please:

- include your name, mailing address, and the last four digits of your Account number;
- specify whether you are changing your preferences regarding mail, telephone calls, emails, and/or text or SMS messages;
- provide the specific phone number(s) and/or email address for which you are requesting communications to cease;
- send this written notice to: Credit One Bank, P.O. Box 98873, Las Vegas, NV 89193-8873.

Certain communication preferences can be changed on-line. Please log in to your Account to see if that option is available.

Telephone Monitoring: You agree that we (and our servicers, agents and contractors) may monitor and record any calls between you and us.

Updating Your Phone Number: Notify us immediately if you change mobile or cell phone numbers or plan to give your phone to someone else. It is your responsibility to provide us with a true, accurate and complete mobile number and to maintain and update promptly any changes in this information. You can update your mobile number by calling us at the phone number on the back of your Card.

Indemnification: If you provide telephone number(s) for which you are not the subscriber, or fail to notify us when you cease to be the subscriber for a telephone number you previously gave us, you agree to indemnify us, our subsidiaries, affiliates, officers, agents, servicers, contractors, and other partners and employees for any costs and expenses, including reasonable attorneys' fees, incurred as a result of us contacting or attempting to contact you at the number(s). Your obligation under this paragraph shall survive termination of the Agreement.

Account Closure

Default: You are in default under this Agreement if (1) bankruptcy or another insolvency proceeding is filed by or against you; (2) we reasonably believe you are unable or unwilling to repay us; (3) you die or are legally incompetent or incapacitated; (4) you fail to comply with the terms of this Agreement, including failing to make a required payment when due, exceeding your credit limit or using your Card or Account for an illegal transaction; (5) you give us misleading, false, incomplete or incorrect information or fail to give us any information we deem necessary; or (6) if you no longer permanently reside in one of the 50 states or the District of Columbia. If you are in default, we may declare the entire Account balance immediately due and payable without advance notice.

Collection Costs: If we use an attorney to collect your Account, we may charge you our legal costs as permitted by law. These include reasonable attorneys' fees, court or other collection costs, and fees and costs of any appeal.

Closing Your Account: You may close your Account at any time. You will remain responsible for any amount you owe us under this Agreement. Any joint Cardholder may cancel a joint Account. However, both of you will remain responsible for paying all amounts owed. If your Account is subject to an Annual Fee, the fee will continue to be charged until you pay your outstanding balance in full.

We may cancel, suspend or not renew your Card, Account, or access to the credit line at any time and for any reason without notice. If your Account is closed by us, the Annual Fee will continue to be charged until you pay your outstanding balance in full.

However, when your Account is closed, if there is: (1) a debit balance of \$1 or less, that balance will be rounded to zero and you will not be required to pay this amount; or (2) a credit balance of \$1 or less, that balance will be rounded to zero and this amount will not be refunded to you. The rounding to zero may occur after your closing statement cycles, and you may not receive a statement reflecting the rounding.

Arbitration Agreement

PLEASE READ CAREFULLY—IMPORTANT—AFFECTS YOUR LEGAL RIGHTS

This agreement to arbitrate provides that you or we can require controversies or disputes between us to be resolved by BINDING ARBITRATION. You have the right to REJECT this agreement to arbitrate by using the procedure explained below.

If you do not reject this agreement to arbitrate, you GIVE UP YOUR RIGHT TO GO TO COURT and controversies or disputes between us will be resolved by a NEUTRAL ARBITRATOR INSTEAD OF A JUDGE OR JURY, using rules that are simpler and more limited than in a court. Arbitrator decisions are subject to VERY LIMITED REVIEW BY A COURT. Arbitration will proceed INDIVIDUALLY— CLASS ACTIONS AND SIMILAR PROCEDURES WILL NOT BE AVAILABLE TO YOU.

Agreement to Arbitrate: You and we agree that either you or we may, without the other's consent, require that controversies or disputes between you and us (all of which are called "Claims"), be submitted to mandatory, binding arbitration. This agreement to arbitrate is made pursuant to a transaction involving interstate commerce, and shall be governed by, and enforceable under, the Federal Arbitration Act (the "FAA"), 9 U.S.C. §1 et seq., and (to the extent State law is applicable), the laws of the State of Nevada.

For purposes of this agreement to arbitrate, "you" includes you, any co-applicant, any Authorized User (including Additional Cardholders), or anyone else connected with you or claiming through you; and "we" or "us" includes Credit One Bank, N.A., all of its parents, subsidiaries, affiliates, successors, predecessors, employees, and related persons or entities, and all third parties who are regarded as agents or representatives of us in connection with the subject matter of the claim or dispute at issue.

Covered Claims: Claims subject to arbitration include, but are not limited to, any controversies or disputes arising from or relating in any way to your Account; any transactions involving your Account; any disclosures made to you concerning your Account; any interest, charges, or fees assessed on your Account; any service(s) or programs related to your Account; and, if permitted by the rules of the arbitration forum, any collection of debt related to your Account. Claims also include controversies or disputes arising from or relating in any way to advertising, solicitations, or any application for, approval of, or establishment of your Account. Claims subject to arbitration include any controversies or disputes based on any theory of law, whether contract, tort, statute, regulation, common law, or equity, or whether they seek legal or equitable remedies. All Claims are subject to arbitration whether they arose in the past, may currently exist, or may arise in the future. Arbitration will apply even if your Account is closed, you pay us in full any outstanding debt you owe, or you file for bankruptcy. Also, controversies or disputes about the validity, enforceability, coverage, meaning, or scope of this agreement to arbitrate or any part thereof are subject to arbitration and are for the arbitrator to decide. Any questions about what Claims are subject to arbitration shall be resolved by interpreting this agreement to arbitrate in the broadest way the law will allow it to be enforced.

Claims Not Covered: Claims (whether brought initially or by counter or cross-claim) are not subject to arbitration if they are filed by you or us in a small claims court, so long as the case remains in such court and only individual claims for relief are advanced in the case.

No Class Arbitration or Consolidation or Joinder of Parties: Class actions and other similar procedures in which individuals seek to represent similarly situated individuals or seek relief on behalf of the general public, and consolidation or joinder of Claims (except for claimants on the same account), are NOT available under this agreement to arbitrate. Claims in arbitration will proceed on an INDIVIDUAL basis only:

UNLESS YOU REJECT THIS AGREEMENT TO ARBITRATE, YOU AND WE WAIVE THE RIGHT TO ASSERT OR PARTICIPATE IN A CLASS ACTION OR ANY REPRESENTATIVE OR CONSOLIDATED PROCEEDING IN COURT OR IN ARBITRATION.

The arbitrator shall have no authority to entertain any Claim as a class action or private attorney general action or on any other similar representative basis, nor shall the arbitrator have any authority to consolidate or join Claims brought by separate claimants (except for claimants on the same account). This also means that the arbitrator shall have no authority to make any award for the benefit of, or against, any person other than the individual who is the named party.[†]

†Notice to California Account Holders: This agreement to arbitrate shall not be construed to prevent you from seeking in the arbitration the remedy of public injunctive relief if (a) you reside in California, (b) you resided in California at the time you entered into this agreement to arbitrate, or (iii) the billing address for your Account is a California address (hereafter, "California Account Holder").

Initiation of Arbitration: The arbitration shall be administered by the American Arbitration Association ("AAA") before a single arbitrator under the AAA's Consumer Arbitration Rules, or by a mutually agreeable administrator, before a single arbitrator, as modified by this arbitration provision. Information about the arbitration process for AAA can be obtained from the AAA at www.adr.org. The arbitrator shall be selected from the AAA (or mutually agreeable administrator) panel of neutrals then active on the roster maintained by the AAA (or mutually agreeable administrator) office located in the city of or nearest to your billing address and, unless otherwise mutually agreed, the arbitrator shall be a retired federal judge, a retired state appellate judge, a retired state trial judge, or a lawyer with at least 15 years of experience in that order of preference.

In the event that the AAA or mutually agreeable administrator is unable or unwilling to handle the Claim for any reason, then the matter shall be arbitrated instead by a neutral arbitrator selected by agreement of the parties (or, if the parties cannot agree, selected by a court in accordance with the FAA).

Arbitration Procedures and Applicable Law; Offer of Settlement: Unlike a lawsuit in state or federal court, arbitration is conducted by a private organization that specializes in alternative dispute resolution. Disputes in arbitration are decided by a neutral arbitrator instead of a judge or jury. You may represent yourself in arbitration, or you may be represented by a lawyer.

Under this agreement to arbitrate, a single arbitrator designated by the arbitration administrator will decide the Claim under applicable law. The arbitrator is bound by the terms of this agreement to arbitrate. The AAA or mutually agreeable administrator will apply its code of procedures in effect at the time the arbitration claim is filed. If there is a conflict between that code of procedures and this arbitration provision and/or any sections of this Card Agreement, this arbitration provision and/or this Card Agreement will control. The arbitrator will honor all claims of privilege recognized by law. Subject to the prohibition on class, representative, and consolidation procedures set forth above, the arbitrator will have the power to award to a party any damages or other relief (including relief in equity) provided for under applicable law. That is, a party will be entitled to recover in arbitration any damages or other relief that it could recover if it prevailed in a court proceeding. An arbitrator's award shall consist of a written statement setting forth the disposition of each Claim. At the request of any party, the arbitrator shall also set forth a written explanation of the essential findings and conclusions on which the award is based. An arbitration award shall decide the rights and obligations only of the parties named in the arbitration, and shall not have any bearing on another person or dispute.

If your Claim is for \$10,000 or less, you may choose whether the arbitration will be conducted solely on the basis of documents, in a telephonic hearing, or in an in-person hearing.

Any in-person hearing will take place in the federal judicial district that includes your billing address at the time the Claim is filed, unless the parties agree to a different place.

The Arbitrator's Decision: The arbitrator's decision will be final and binding on the parties. A party can file a written appeal to the arbitration administrator within thirty (30) days after an award is issued. The appeal will proceed before a panel of three neutral arbitrators designated by the same arbitration administrator. The panel will decide anew all factual and legal issues, following the same rules of procedure, by majority vote any aspect of the original decision objected to. The costs of such an appeal will be borne in accordance with the below paragraph entitled "Fees and Costs". Any review by a court shall be governed by the Federal Arbitration Act. Any final arbitration award will be binding on the named parties and enforceable by any court having jurisdiction.

Fees and Costs: We will pay any costs that are required to be paid by us under the arbitration administrator's rules of procedure. If you file the arbitration, you will pay your share of the initial filing fee, unless you seek and qualify for a fee waiver under the applicable rules of the arbitration administrator. The party filing an appeal shall be responsible for all filing fees and costs of the appeal unless prohibited by administrator's rules of procedure. All parties are responsible for their own attorney's fees, expert fees and any other expenses, unless the arbitrator awards such fees or expenses to you or us if allowed by applicable law.

Other Parties Subject to this Agreement to Arbitrate: In addition to you and us, the rights and duties described in this agreement to arbitrate apply to: any third party co-defendant of a claim subject to this arbitration provision; all joint account holders, Additional Cardholders, and Authorized Users of your Account(s).

How to REJECT this Agreement to Arbitrate: You can reject this agreement to arbitrate but only if we receive from you a written notice of rejection within 45 days after it was first provided to you. To reject this agreement to arbitrate you must send the notice of rejection to: Credit One Bank, Attention: Arbitration Opt Out, P. O. Box 98873, Las Vegas, NV 89193-8873. Rejection notices sent to any other address will not be accepted or effective. If you decide to reject this agreement to arbitrate in writing, your notice must state that you reject this agreement to arbitrate and include your name, address, account number, and personal signature. Rejection of arbitration will not affect your other rights or responsibilities under this Card Agreement.

Survival, Severability, and Amendment of Terms:

Survival. This agreement to arbitrate shall survive changes in the Agreement and termination of the Account or the relationship between you and us, including the bankruptcy of any party and any transfer or sale of your Account, or amounts owed on your Account, to another person or entity.

Severability. If any part or parts of your agreement to arbitrate are declared unenforceable, then such specific part or parts shall be of no force or effect and shall be severed, but the remainder of this agreement to arbitrate shall continue in full force and effect. If, however, the entire agreement to arbitrate or your waiver of the right to bring or participate in a class or representative action or in consolidation procedures is unenforceable, then the agreement to arbitrate shall be of no force or effect. Notwithstanding the preceding sentence, with respect to California Account Holders, if arbitration is unenforceable, in whole or in part, you and we agree to resolve any Claim by a judicial reference proceeding as described above.

Amendment in Writing Only. This agreement to arbitrate may not be amended, severed, or waived, except as expressly provided in the Agreement or in a written agreement between you and us.

Other Information

Transactions in Foreign Currencies: If you make a transaction at a merchant that settles in a currency other than U.S. dollars, American Express will convert that charge into a U.S. Dollar amount. That conversion will be done at a rate selected by American Express from the range of rates available in wholesale currency markets for the applicable central processing date, which rate may vary from the rate American Express itself receives, or the government-mandated rate in effect for the applicable central processing date. The currency conversion rate used on the processing date may differ from the rate that would have been used on the purchase date or on the date the transaction is posted to your Account. You agree to pay the converted amount, including any charges for the conversion that may be imposed as described above.

Changes to Your Agreement: The rates, fees and terms of this Agreement may change and we may add or delete any term to this Agreement, consistent with applicable law. We will give you advance written notice of these changes and a right to reject the change, if required by law.

Unauthorized Use: Notify us immediately if your Card is lost or stolen or you suspect that someone is using your Card or Account without your permission.

Assignment: We may assign any or all of our rights and obligations under this Agreement. You may not assign any of your rights or obligations under this Agreement.

No Waiver: We will not lose our rights under this Agreement because we delay or do not enforce them.

Governing Law: This Agreement is governed by and interpreted in accordance with the laws applicable to national banks, and, where no such laws apply, by the laws of the State of Nevada, excluding the conflicts of law provisions thereof, regardless of your state of residence.

Conformance with Law; Severability: If any part of this Agreement conflicts with applicable law, that provision will be considered modified to conform to applicable law. If any part of this Agreement is invalid, the rest shall remain in effect, except as otherwise noted in the Arbitration Provision.

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 the Billing Inquiries address on the statement.

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 \$50.00 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 \$50.00. (Note: Neither of these are necessary if your purchase was based on an advertisement we mailed to you, or if we own or operate 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 the Billing Inquiries address shown on your statement.

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

Cash Back Rewards Program Supplement

This Supplement describes the terms and conditions of the Credit One Cash Back Rewards Program ("Program") and supplements the Card Agreement that governs your credit card account issued by Credit One Bank, N.A. (the "Account"). By using the Account, you agree to participate in the Program. Your participation is subject to the terms of the Card Agreement, including the arbitration provision, if applicable, and this Supplement. In the event of a conflict between the Card Agreement and this Supplement, with respect to matters relating to the Program, this Supplement controls.

Earning Cash Back Rewards: You earn cash back rewards in the form of an automatic statement credit equal to 1% of all Net Purchases made with your Account. You do not earn cash back rewards on Cash Advances, Balance Transfers, interest, fees, and other charges. We will post a statement credit to your Account within seven days after the end of the month based on the Net Purchases made with your Account from the 27th of the previous month to the 26th of the current month. If your Account is in default, as defined in your Card Agreement, at the time the credit is to be posted, you WILL NOT receive the credit. Cash back rewards have no cash value.

Net Purchases: Net Purchases are Purchases minus any returns, disputed charges, unauthorized charges, illegal or fraudulent charges or other credits for such Purchases.

Program Restrictions: You will receive an automatic cash back rewards credit on each statement that has at least one Net Purchase. Automatic statement credits for cash back rewards will reduce the balance on your Account but will not count as payments. You will still be required to pay at least the Minimum Payment Due as shown on your billing statement each month. You WILL NOT earn cash back rewards for Purchases made while your Account is in default as defined within your Card Agreement. This Program excludes Accounts already enrolled in a different Credit One cash back rewards program.

Changes: The Program may be changed (added to, modified or deleted) by us at any time. We will give you prior notice to the extent required by law. The current version of this Program may be found at www.CreditOneBank.com along with the Card Agreement. Any revisions may affect your ability to earn cash back rewards.

Termination: We may suspend or terminate the Program or your participation in the Program at any time without prior notice. In such event, we will evaluate your Account for any eligible cash back rewards as of the Program termination date. Provided that you meet all of the other Program Restrictions listed above at that time, you will receive a distribution of the cash back rewards earned during the current billing period in the form of a statement credit.

Limited Liability: Unless otherwise required by law, this Program, or our Card Agreement with you, we will not be liable to you or anyone making a claim on your behalf, in connection with: (1) any change or termination of the Program; (2) any loss, damage, expense or inconvenience caused by any occurrence outside of our control; (3) any taxes that you incur as a result of receiving cash back rewards, payment of which taxes will be your responsibility; (4) any merchandise or services you purchase, or for any direct, indirect or consequential damages with respect to the use of your Account. In any event, any liability that Credit One may have to you in connection with the Program shall be limited to the amount of any cash back rewards you have earned in this Program. The Program and cash back rewards are void or limited where prohibited or restricted, respectively, by federal, state or local law.

American Express is a federally registered service mark of American Express. This credit card program is issued and administered by Credit One Bank, N.A., pursuant to a license from American Express.

Pricing Summary

Interest Rates and Interest Charges	
ANNUAL PERCENTAGE RATE (APR) for Purchases	23.99% This APR will vary with the market based on the Prime Rate.
ANNUAL PERCENTAGE RATE (APR) for Balance Transfers	23.99% This APR will vary with the market based on the Prime Rate.
ANNUAL PERCENTAGE RATE (APR) for Cash Advances	23.99% This APR will vary with the market based on the Prime Rate.
Paying Interest	Your due date is at least 24 days after the close of each billing cycle. We will not charge you any interest on Purchases if you pay your entire balance by the due date each month. We will begin charging interest on Cash Advances and Balance Transfers from the posting date.
Minimum Interest Charge	If you are charged interest, the charge will be no less than \$1.00.
For Credit Card Tips from the Consumer Financial Protection Bureau	To learn more about factors to consider when applying for or using a credit card, visit the website of the Consumer Financial Protection Bureau at http:// www.consumerfinance.gov/learnmore .
Fees	
Annual Fee	\$39
Transaction Fees • Balance Transfer • Cash Advance • Foreign Transaction	Either \$5 or 8% of the amount of each Balance Transfer, whichever is greater. Either \$5 or 8% of the amount of each Cash Advance, whichever is greater. Either \$1 or 3% of the amount of each purchase in U.S. dollars, whichever is greater.
Penalty Fees • Late Payment • Returned Payment	Up to \$39* Up to \$39**

How We Will Calculate Your Balance: We use a method called “average daily balance (including new Purchases).” See your Card Agreement for more details.

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

***Late Payment Fee:** We will charge the maximum safe harbor amount, which is set annually in accordance with 12 C.F.R 1026.52(b)(1)(ii)(D). Currently the fee is \$29, unless you incurred a Late Payment Fee during the prior six billing cycles. If you did, the fee is currently \$39. This fee will not exceed the related Minimum Payment that was due. We charge a Late Payment Fee to your Account if at least the Amount Due This Period (less any Late

Payment Fee for the current billing cycle) plus any Past Due Amount is not received by 5:00 p.m. PT on the Payment Due Date shown on your statement.

****Returned Payment Fee:** We will charge the maximum safe harbor amount, which is set annually in accordance with 12 C.F.R 1026.52(b)(1)(ii)(D). If a payment is not honored upon first presentment, even if the payment is later honored, a Returned Payment Fee will be charged to your Account. Currently, the fee is \$29, unless you incurred a Returned Payment Fee in the prior six billing cycles. If you did, the fee is currently \$39. This fee will not exceed the related Minimum Payment that was due.

Additional Rate Information: The Purchase, Balance Transfer and Cash Advance APR equals the Prime Rate plus a margin of 20.74%. This corresponds to a monthly periodic rate of 1.99917%.

Minimum Payments: You may pay the entire New Balance shown on your billing statement at any time. Each billing period you must pay at least the Minimum Payment Due by the Payment Due Date shown on your billing statement. The Minimum Payment Due will be the sum of:

- 5% of your outstanding balance, rounded up to the next whole dollar, or \$30, whichever is greater;
- any Late Payment Fee for the current billing cycle;
- and any Past Due Amount (excluding any past due Late Payment Fees).

The Agreement

This Agreement, together with the Pricing Summary, is your contract with us.

Accepting this Agreement: You accept this Agreement when you use the Account. You may still reject this Agreement if you have not yet used the Card, used the Account, or paid a fee after receiving a billing statement. To reject the Agreement, call us at 866-515-5721 or write us at Bank Card Center, P.O. Box 95516, Las Vegas, NV 89193-5516. If you reject the Agreement, you are not responsible for any fees or charges.

Arbitration: This Agreement includes an Arbitration Provision with class action and jury trial waivers. You can reject the Arbitration Provision. See "How to REJECT this agreement to arbitrate" in the Arbitration section. If you do not, it will be part of this Agreement.

Promise to Pay: You agree to pay us for all amounts due on your Account, including credit for Purchases, Balance Transfers, and Cash Advances, as well as interest charges and fees. This includes charges made by Additional Cardholders and other Authorized Users.

Definitions

Account means the Credit One Bank card account under this Agreement.

Authorized User means any person you allow to use your Account or Card, including Additional Cardholders. If the Authorized User has been issued a Card and you want to terminate the Authorized User, you must notify us by telephone or in writing.

Balance Transfer means a transaction we designate that allows you to use your Account to pay another creditor or yourself. Balance Transfers cannot be used to pay us or our affiliates. A Balance Transfer will be subject to the terms of the Balance Transfer offer and this Agreement.

Card refers to one or more cards or access devices, including your Account number, that we give you or someone else with your authorization to get credit under this Agreement.

Cardholder refers to each person with a card issued in their name.

Cash Advance means the use of your Account to obtain funds at a financial institution or the use of a Convenience Check.

Convenience Check means a check we issue to you to take a Cash Advance. You may not use these checks to pay us or our affiliates.

Purchase means the use of the Account to obtain goods or services.

Prime Rate means the highest U.S. Prime Rate in the Money Rates section of The Wall Street Journal on the 25th day of the month, or the next day if that day is not a publication day. If The Wall Street Journal does not publish the U.S. Prime Rate, we may substitute another index.

we, us, our, and **Credit One Bank** refer to Credit One Bank, N.A., the issuer of your Card.

you, and **your** refer to each person who has applied for the Account and where appropriate, the Authorized User.

Features and Use of Your Account

Using Your Card: You may make Purchases wherever the Card is accepted. You may use the Account to obtain Cash Advances, but you may not make more than two Cash Advance transactions per day and you may not obtain more than \$200 in Cash Advances per day. You may use the Account for only personal, family, household, or charitable purposes, and if your Account is used for any other purpose you are still responsible for such use. You may not use the Account for business or commercial purposes. The Account may not be used for online or internet gambling or illegal purposes.

Your Credit Limit: We will tell you your credit limit. Keep your Account balance below your credit limit. If you do not, you must still pay us. We may designate part of your credit limit as a Cash Advance limit and part as a Balance Transfer limit. We may change your credit limit(s) at any time, without notice. You may use a portion of your credit limit for Cash Advances and Balance Transfers. Each Purchase, Cash Advance, and Balance Transfer obtained will reduce the amount of available credit under your credit limit until it is repaid. We may delay increasing your available credit by the amount of any payment that we receive for up to 12 calendar days.

Credit Limit Increase: To request a credit limit increase contact the Customer Service number on your statement. We may impose a fee for processing the request.

Credit Authorizations: We may decline to authorize a transaction for any reason. We will not be liable to you if we decline a transaction or if anyone refuses any use of your Card.

Automatic Billing: You may set up automatic billing with a merchant. You authorize us to provide an updated Account number or Card expiration date to any merchant at our discretion. Contact the merchant to stop automatic billing.

Joint Accounts: If this is a joint account, each of you is responsible individually and together for all amounts owed. Each of you is responsible even if the Account is used by only one of you. You will continue to be liable for the entire balance of the Account, even if your co-applicant is ordered by a court to pay us. You will remain liable to us if your co-applicant fails to pay as ordered by the court. Your Account status will continue to be reported to the credit reporting agencies under each of your names. The delivery of notices or billing statements to either of you serves as delivery to each of you. We may rely on instructions given by either of you. We are not liable to either of you for relying upon such instructions.

Electronic Access: Applications (apps) on electronic devices (such as mobile wallets) can store your Card and can be used to get credit under this Agreement. Such transactions are covered by this Agreement. Apps may have separate terms of use. We are not responsible if you violate those terms or for any consequences from violating those terms.

Additional Cardholder: At your request, we may, at our discretion, issue, in the name of another person, an additional Card on your Account. That person is an Additional Cardholder, as well as an Authorized User. An Additional Cardholder has access to certain Account information including balance, available credit and payment information. If you advise us that the Additional Cardholder is your spouse, information regarding the Account will be provided to consumer reporting agencies in your name as well as in the name of the Additional Cardholder. By requesting that we add an Additional Cardholder to your Account, you represent that you (1) have the consent of the Additional Cardholder to be added to the Account, (2) have provided a copy of this Agreement to the Additional Cardholder, and (3) if the Additional Cardholder is your spouse, you have told the Additional Cardholder that Credit One Bank will furnish credit information about them to the credit reporting agencies in connection with the Account. The Additional Cardholder may report the Card lost or stolen and may remove him or herself from the Account.

Interest Rates and Interest Changes

Annual Percentage Rates (APRs): See the Pricing Summary for your APRs. The APR for Balance Transfers will be the same as the APR for standard Purchases, unless a promotional rate applies.

Variable Rates: Your Pricing Summary indicates whether you have any variable APRs. Variable APRs are determined by adding to the Prime Rate the number of percentage points ("margin") specified in the Pricing Summary. Variable APRs will increase or decrease when the Prime Rate changes. The APR change will take effect beginning with billing cycles that end on or after the first day of the month after the month in which the Prime Rate changes. An increase in the APR will increase your interest charges and may increase your Minimum Payment Due.

Average Daily Balance Method (including new transactions): We calculate interest each billing cycle by first figuring the "average daily balance" for each type of balance. Standard Purchases, standard Cash Advances, standard Balance Transfers, and each promotional offer, are all types of balances.

For each type of balance, for each billing cycle, we start with the balance on the last day of your previous billing cycle. We subtract any unpaid interest. This is the beginning balance each day. Each day of the billing cycle we subtract any new payments and credits applied to that type of balance. We add any new transactions and fees for that type of balance. We add Purchases, Cash Advances, and Balance Transfers on the post date. We add

transaction fees on promotional rate and non-promotional rate Balance Transfers to the same type of balance as the transaction. We add all other fees to the standard Purchase balance. This gives us the daily balance for that type of balance, except that if the daily balance is negative, we treat it as zero. We then add up all of the daily balances and divide by the number of days in the billing cycle. This gives us the "average daily balance" for that type of balance. We multiply the average daily balance by the applicable monthly periodic rate (the APR divided by 12). This gives us the interest charged for that type of balance for that billing cycle. This interest is included in the Account balance on the last day of the billing cycle. The results for all types of balances are then added together to determine the total interest charged that billing cycle.

When Interest Begins: We begin to impose interest on a transaction or fee from the day we add it to the daily balance. We continue to impose interest until you pay the total amount you owe us. You can avoid paying interest on Purchases as described below. However, you cannot avoid paying interest on Balance Transfers or Cash Advances.

How to Avoid Paying Interest on Purchases ("Grace Period"): If you pay the New Balance on your billing statement by the Payment Due Date shown on that billing statement, we will not impose interest on new Purchases paid by the Payment Due Date on your current billing statement. The Payment Due Date will be at least 24 days after the close of the billing cycle. If you have been paying your Account balance in full and thereby avoiding interest on Purchases, but then do not pay the next New Statement Balance in full by the Payment Due Date, in that billing cycle we will start charging interest on the unpaid portion of your balance.

Fees

See the Pricing Summary for additional Fee information.

Annual Fee: If your Account is subject to an Annual Fee, the amount and when it is billed is shown on the Pricing Summary. The Annual Fee is billed to the Account until the Account is closed and the outstanding balance is paid in full. The Annual Fee is refundable as long as you cancel your Account and have not used your card for any Purchases, Cash Advances, or Balance Transfers and you have not made a payment.

Credit Limit Increase Fee: If a fee is imposed for processing a Credit Limit increase request, we will tell you the amount of the fee at the time of your request and before you agree to it.

Transaction Fee for Balance Transfers: The transaction fee for Balance Transfers will be the same as the transaction fee for Cash Advances, unless a promotional fee applies.

Foreign Transaction Fee: We add this fee for each purchase made outside the U.S. (A purchase is made outside the U.S. unless it is made with a U.S. merchant, processed completely in the U.S., and in U.S. dollars.) The fee is a percentage of the U.S. dollar amount of the purchase. American Express charges a foreign currency conversion fee of 1% of the amount of the transaction in U.S. dollars. This fee is included as part of the Foreign Transaction Fee listed in the Pricing Summary.

Optional Express Payment Service Fee: If a representative of ours helps expedite your payment, we may impose an Express Payment fee. You will be informed of the amount of the fee before you complete the transaction.

Duplicate Statement Fee: If you request a duplicate copy of a monthly statement, for any purpose other than to assert a billing error, you will be charged a fee of up to \$10 for each statement copy requested.

Sales Slip Request Fee: If you request a copy of a sales slip, for any purpose other than to resolve a dispute about the charges on your Account, you will be charged a fee of \$6 for each sales slip copy requested.

Replacement Card Fee: If you request a replacement card, a Replacement Card Fee of up to \$25 may be charged to your Account.

Payments

Minimum Payment Due: See the Pricing Summary for the minimum payment requirements.

Small Balances: As it is uneconomical for both you and us to process payments or maintain credits that are \$1 or less in amount, you agree as follows:

- (1) In any billing cycle in which you have had no transactions and your New Balance on the billing date is \$1 or less, the balance will be rounded to zero and you will not receive a bill for this amount.
- (2) In the event that you have a credit balance of \$1 or less for two consecutive billing cycles, the balance will be rounded to zero and you will not receive a refund of this amount.

Payment Instructions: You must pay us in U.S. dollars, in funds on deposit in the U.S. We credit your payments in accordance with the terms contained on your billing statement. If you mail your payment to an address other than the address designated on your billing statement, there may be a delay in processing and crediting the payment to your Account.

Irregular Payments: Any payment submitted in offer of settlement of a disputed debt, including any item containing a notation such as "paid in full," and any other item with a restrictive endorsement, must be sent to: Credit One Bank, P.O. Box 95516, Las Vegas, NV 89193-5516. We can accept late payments, partial payments, and checks or other items with restrictive endorsements at any other address without losing any of our rights under this Agreement.

Postdated Checks: You agree that we need not examine any payment check to confirm that it is not postdated and that we may deposit any postdated check on the day we receive it.

Payment Allocation: We apply payments up to the Minimum Payment Due and credits at our discretion, which may result in balances at lower APRs being paid first and higher interest charges. Payments over the Minimum Payment Due will be applied to balances with higher APRs first.

Collecting, Sharing, and Updating Information

Customer Privacy: We send you our Privacy Policy when you open your Account and thereafter in accordance with applicable law. It summarizes the personal information we collect; how we safeguard its confidentiality and security; when it may be shared with others; and how you can limit our sharing of this information. You accept the terms of our Privacy Policy when you use the Account. Contact us or visit CreditOne.com if you would like a copy.

Information About You: You authorize us to obtain and/or use information about you from third parties and credit reporting agencies to: (1) verify your identity and/or conduct investigative inquiries; (2) determine your income and credit eligibility; (3) review your Account and provide renewal of credit; (4) verify your current credit standing in order to present future credit limit increases or decreases; (5) qualify you for and present additional lines of credit or other offers; and (6) collect amounts owing on your Account. Upon request, we will tell you the name and address of any credit reporting agency that provided us with information concerning you.

Furnishing Information: We may furnish information concerning your Account or credit file to consumer reporting agencies and others who may properly receive that information. If you believe that information we furnished is inaccurate or incomplete, please write us at Credit One Bank, P. O. Box 98873, Las Vegas, NV 89193-8873. Please include your name, address, home phone number and Account number.

Telephone Calls, Text Messages and Emails Regarding Your Account: You are providing express written permission and consent authorizing Credit One Bank and our agents, servicers, contractors, subsidiaries, affiliates, officers, and other partners and employees to contact you at any phone number (including mobile, cellular/wireless, or similar devices) or email address you provide at any time, for any lawful purpose. The ways in which we may contact you include live operator, automatic telephone dialing systems (auto-dialer), prerecorded and artificial voice message, text/SMS message or email. Phone numbers and email addresses you provide include those you give to us, those from which you, or someone acting on your behalf, contact us or which we obtain through other means. If you provide a phone number for which you are not the owner, you confirm you are authorized to provide that number. Such lawful purposes include, but are not limited to: obtaining information; activation of the card for verification and identification purposes; account transactions or servicing related matters; suspected fraud or identity theft; collection on the Account; and providing information about special products and services. You agree to pay any fee(s) or charge(s) that you may incur for incoming communications from us or outgoing communications to us, to or from any such number or email address, without reimbursement from us.

Communication Revocation: You may revoke your authorization for most communications. However, you cannot revoke authorization for fraud related communications or legally required communications. To change your communication preferences or to revoke consent you must write us. Please:

- include your name, mailing address, and the last four digits of your Account number;
- specify whether you are changing your preferences regarding mail, telephone calls, emails, and/or text or SMS messages;
- provide the specific phone number(s) and/or email address for which you are requesting communications to cease;
- send this written notice to: Credit One Bank, P.O. Box 98873, Las Vegas, NV 89193-8873.

Certain communication preferences can be changed on-line. Please log in to your Account to see if that option is available.

Telephone Monitoring: You agree that we (and our servicers, agents and contractors) may monitor and record any calls between you and us.

Updating Your Phone Number: Notify us immediately if you change mobile or cell phone numbers or plan to give your phone to someone else. It is your responsibility to provide us with a true, accurate and complete mobile number and to maintain and update promptly any changes in this information. You can update your mobile number by calling us at the phone number on the back of your Card.

Indemnification: If you provide telephone number(s) for which you are not the subscriber, or fail to notify us when you cease to be the subscriber for a telephone number you previously gave us, you agree to indemnify us, our subsidiaries, affiliates, officers, agents, servicers, contractors, and other partners and employees for any costs and expenses, including reasonable attorneys' fees, incurred as a result of us contacting or attempting to contact you at the number(s). Your obligation under this paragraph shall survive termination of the Agreement.

Account Closure

Default: You are in default under this Agreement if (1) bankruptcy or another insolvency proceeding is filed by or against you; (2) we reasonably believe you are unable or unwilling to repay us; (3) you die or are legally incompetent or incapacitated; (4) you fail to comply with the terms of this Agreement, including failing to make a required payment when due, exceeding your credit limit or using your Card or Account for an illegal transaction; (5) you give us misleading, false, incomplete or incorrect information or fail to give us any information we deem necessary; or (6) if you no longer permanently reside in one of the 50 states or the District of Columbia. If you are in default, we may declare the entire Account balance immediately due and payable without advance notice.

Collection Costs: If we use an attorney to collect your Account, we may charge you our legal costs as permitted by law. These include reasonable attorneys' fees, court or other collection costs, and fees and costs of any appeal.

Closing Your Account: You may close your Account at any time. You will remain responsible for any amount you owe us under this Agreement. Any joint Cardholder may cancel a joint Account. However, both of you will remain responsible for paying all amounts owed. If your Account is subject to an Annual Fee, the fee will continue to be charged until you pay your outstanding balance in full.

We may cancel, suspend or not renew your Card, Account, or access to the credit line at any time and for any reason without notice. If your Account is closed by us, the Annual Fee will continue to be charged until you pay your outstanding balance in full.

However, when your Account is closed, if there is: (1) a debit balance of \$1 or less, that balance will be rounded to zero and you will not be required to pay this amount; or (2) a credit balance of \$1 or less, that balance will be rounded to zero and this amount will not be refunded to you. The rounding to zero may occur after your closing statement cycles, and you may not receive a statement reflecting the rounding.

Arbitration Agreement

PLEASE READ CAREFULLY—IMPORTANT—AFFECTS YOUR LEGAL RIGHTS

This agreement to arbitrate provides that you or we can require controversies or disputes between us to be resolved by BINDING ARBITRATION. You have the right to REJECT this agreement to arbitrate by using the procedure explained below.

If you do not reject this agreement to arbitrate, you GIVE UP YOUR RIGHT TO GO TO COURT and controversies or disputes between us will be resolved by a NEUTRAL ARBITRATOR INSTEAD OF A JUDGE OR JURY, using rules that are simpler and more limited than in a court. Arbitrator decisions are subject to VERY LIMITED REVIEW BY A COURT. Arbitration will proceed INDIVIDUALLY— CLASS ACTIONS AND SIMILAR PROCEDURES WILL NOT BE AVAILABLE TO YOU.

Agreement to Arbitrate: You and we agree that either you or we may, without the other's consent, require that controversies or disputes between you and us (all of which are called "Claims"), be submitted to mandatory, binding arbitration. This agreement to arbitrate is made pursuant to a transaction involving interstate commerce, and shall be governed by, and enforceable under, the Federal Arbitration Act (the "FAA"), 9 U.S.C. §1 et seq., and (to the extent State law is applicable), the laws of the State of Nevada.

For purposes of this agreement to arbitrate, "you" includes you, any co-applicant, any Authorized User (including Additional Cardholders), or anyone else connected with you or claiming through you; and "we" or "us" includes Credit One Bank, N.A., all of its parents, subsidiaries, affiliates, successors, predecessors, employees, and related persons or entities, and all third parties who are regarded as agents or representatives of us in connection with the subject matter of the claim or dispute at issue.

Covered Claims: Claims subject to arbitration include, but are not limited to, any controversies or disputes arising from or relating in any way to your Account; any transactions involving your Account; any disclosures made to you concerning your Account; any interest, charges, or fees assessed on your Account; any service(s) or programs related to your Account; and, if permitted by the rules of the arbitration forum, any collection of debt related to your Account. Claims also include controversies or disputes arising from or relating in any way to advertising, solicitations, or any application for, approval of, or establishment of your Account. Claims subject to arbitration include any controversies or disputes based on any theory of law, whether contract, tort, statute, regulation, common law, or equity, or whether they seek legal or equitable remedies. All Claims are subject to arbitration whether they arose in the past, may currently exist, or may arise in the future. Arbitration will apply even if your Account is closed, you pay us in full any outstanding debt you owe, or you file for bankruptcy. Also, controversies or disputes about the validity, enforceability, coverage, meaning, or scope of this agreement to arbitrate or any part thereof are subject to arbitration and are for the arbitrator to decide. Any questions about what Claims are subject to arbitration shall be resolved by interpreting this agreement to arbitrate in the broadest way the law will allow it to be enforced.

Claims Not Covered: Claims (whether brought initially or by counter or cross-claim) are not subject to arbitration if they are filed by you or us in a small claims court, so long as the case remains in such court and only individual claims for relief are advanced in the case.

No Class Arbitration or Consolidation or Joinder of Parties: Class actions and other similar procedures in which individuals seek to represent similarly situated individuals or seek relief on behalf of the general public, and consolidation or joinder of Claims (except for claimants on the same account), are NOT available under this agreement to arbitrate. Claims in arbitration will proceed on an INDIVIDUAL basis only:

UNLESS YOU REJECT THIS AGREEMENT TO ARBITRATE, YOU AND WE WAIVE THE RIGHT TO ASSERT OR PARTICIPATE
IN A CLASS ACTION OR ANY REPRESENTATIVE OR CONSOLIDATED PROCEEDING IN COURT OR IN ARBITRATION.

The arbitrator shall have no authority to entertain any Claim as a class action or private attorney general action or on any other similar representative basis, nor shall the arbitrator have any authority to consolidate or join Claims brought by separate claimants (except for claimants on the same account). This also means that the arbitrator shall have no authority to make any award for the benefit of, or against, any person other than the individual who is the named party.[†]

†Notice to California Account Holders: This agreement to arbitrate shall not be construed to prevent you from seeking in the arbitration the remedy of public injunctive relief if (a) you reside in California, (b) you resided in California at the time you entered into this agreement to arbitrate, or (iii) the billing address for your Account is a California address (hereafter, "California Account Holder").

Initiation of Arbitration: The arbitration shall be administered by the American Arbitration Association ("AAA") before a single arbitrator under the AAA's Consumer Arbitration Rules, or by a mutually agreeable administrator, before a single arbitrator, as modified by this arbitration provision. Information about the arbitration process for AAA can be obtained from the AAA at www.adr.org. The arbitrator shall be selected from the AAA (or mutually agreeable administrator) panel of neutrals then active on the roster maintained by the AAA (or mutually agreeable administrator) office located in the city of or nearest to your billing address and, unless otherwise mutually agreed, the arbitrator shall be a retired federal judge, a retired state appellate judge, a retired state trial judge, or a lawyer with at least 15 years of experience in that order of preference. In the event that the AAA or mutually agreeable administrator is unable or unwilling to handle the Claim for any reason, then the matter shall be arbitrated instead by a neutral arbitrator selected by agreement of the parties (or, if the parties cannot agree, selected by a court in accordance with the FAA).

Arbitration Procedures and Applicable Law; Offer of Settlement: Unlike a lawsuit in state or federal court, arbitration is conducted by a private organization that specializes in alternative dispute resolution. Disputes in arbitration are decided by a neutral arbitrator instead of a judge or jury. You may represent yourself in arbitration, or you may be represented by a lawyer.

Under this agreement to arbitrate, a single arbitrator designated by the arbitration administrator will decide the Claim under applicable law. The arbitrator is bound by the terms of this agreement to arbitrate. The AAA or mutually agreeable administrator will apply its code of procedures in effect at the time the arbitration claim is filed. If there is a conflict between that code of procedures and this arbitration provision and/or any sections of this Card Agreement, this arbitration provision and/or this Card Agreement will control. The arbitrator will honor all claims of privilege recognized by law. Subject to the prohibition on class, representative, and consolidation procedures set forth above, the arbitrator will have the power to award to a party any damages or other relief (including relief in equity) provided for under applicable law. That is, a party will be entitled to recover in arbitration any damages or other relief that it could recover if it prevailed in a court proceeding. An arbitrator's award shall consist of a written statement setting forth the disposition of each Claim. At the request of any party, the arbitrator shall also set forth a written explanation of the essential findings and conclusions on which the award is based. An arbitration award shall decide the rights and obligations only of the parties named in the arbitration, and shall not have any bearing on another person or dispute.

If your Claim is for \$10,000 or less, you may choose whether the arbitration will be conducted solely on the basis of documents, in a telephonic hearing, or in an in-person hearing.

Any in-person hearing will take place in the federal judicial district that includes your billing address at the time the Claim is filed, unless the parties agree to a different place.

The Arbitrator's Decision: The arbitrator's decision will be final and binding on the parties. A party can file a written appeal to the arbitration administrator within thirty (30) days after an award is issued. The appeal will proceed before a panel of three neutral arbitrators designated by the same arbitration administrator. The panel will decide anew all factual and legal issues, following the same rules of procedure, by majority vote any aspect of the original decision objected to. The costs of such an appeal will be borne in accordance with the below paragraph entitled "Fees and Costs". Any review by a court shall be governed by the Federal Arbitration Act. Any final arbitration award will be binding on the named parties and enforceable by any court having jurisdiction.

Fees and Costs: We will pay any costs that are required to be paid by us under the arbitration administrator's rules of procedure. If you file the arbitration, you will pay your share of the initial filing fee, unless you seek and qualify for a fee waiver under the applicable rules of the arbitration

administrator. The party filing an appeal shall be responsible for all filing fees and costs of the appeal unless prohibited by administrator's rules of procedure. All parties are responsible for their own attorney's fees, expert fees and any other expenses, unless the arbitrator awards such fees or expenses to you or us if allowed by applicable law.

Other Parties Subject to this Agreement to Arbitrate: In addition to you and us, the rights and duties described in this agreement to arbitrate apply to: any third party co-defendant of a claim subject to this arbitration provision; all joint account holders, Additional Cardholders, and Authorized Users of your Account(s).

How to REJECT this Agreement to Arbitrate: You can reject this agreement to arbitrate but only if we receive from you a written notice of rejection within 45 days after it was first provided to you. To reject this agreement to arbitrate you must send the notice of rejection to: Credit One Bank, Attention: Arbitration Opt Out, P. O. Box 98873, Las Vegas, NV 89193-8873. Rejection notices sent to any other address will not be accepted or effective. If you decide to reject this agreement to arbitrate in writing, your notice must state that you reject this agreement to arbitrate and include your name, address, account number, and personal signature. Rejection of arbitration will not affect your other rights or responsibilities under this Card Agreement.

Survival, Severability, and Amendment of Terms:

Survival. This agreement to arbitrate shall survive changes in the Agreement and termination of the Account or the relationship between you and us, including the bankruptcy of any party and any transfer or sale of your Account, or amounts owed on your Account, to another person or entity.

Severability. If any part or parts of your agreement to arbitrate are declared unenforceable, then such specific part or parts shall be of no force or effect and shall be severed, but the remainder of this agreement to arbitrate shall continue in full force and effect. If, however, the entire agreement to arbitrate or your waiver of the right to bring or participate in a class or representative action or in consolidation procedures is unenforceable, then the agreement to arbitrate shall be of no force or effect. Notwithstanding the preceding sentence, with respect to California Account Holders, if arbitration is unenforceable, in whole or in part, you and we agree to resolve any Claim by a judicial reference proceeding as described above.

Amendment in Writing Only. This agreement to arbitrate may not be amended, severed, or waived, except as expressly provided in the Agreement or in a written agreement between you and us.

Other Information

Transactions in Foreign Currencies: If you make a transaction at a merchant that settles in a currency other than U.S. dollars, American Express will convert that charge into a U.S. Dollar amount. That conversion will be done at a rate selected by American Express from the range of rates available in wholesale currency markets for the applicable central processing date, which rate may vary from the rate American Express itself receives, or the government-mandated rate in effect for the applicable central processing date. The currency conversion rate used on the processing date may differ from the rate that would have been used on the purchase date or on the date the transaction is posted to your Account. You agree to pay the converted amount, including any charges for the conversion that may be imposed as described above.

Changes to Your Agreement: The rates, fees and terms of this Agreement may change and we may add or delete any term to this Agreement, consistent with applicable law. We will give you advance written notice of these changes and a right to reject the change, if required by law.

Unauthorized Use: Notify us immediately if your Card is lost or stolen or you suspect that someone is using your Card or Account without your permission.

Assignment: We may assign any or all of our rights and obligations under this Agreement. You may not assign any of your rights or obligations under this Agreement.

No Waiver: We will not lose our rights under this Agreement because we delay or do not enforce them.

Governing Law: This Agreement is governed by and interpreted in accordance with the laws applicable to national banks, and, where no such laws apply, by the laws of the State of Nevada, excluding the conflicts of law provisions thereof, regardless of your state of residence.

Conformance with Law; Severability: If any part of this Agreement conflicts with applicable law, that provision will be considered modified to conform to applicable law. If any part of this Agreement is invalid, the rest shall remain in effect, except as otherwise noted in the Arbitration Provision.

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 the Billing Inquiries address on the statement.

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 \$50.00 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 \$50.00. (Note: Neither of these are necessary if your purchase was based on an advertisement we mailed to you, or if we own or operate 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 the Billing Inquiries address shown on your statement.

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

Cash Back Rewards Program Supplement

This Supplement describes the terms and conditions of the Credit One Cash Back Rewards Program ("Program") and supplements the Card Agreement that governs your credit card account issued by Credit One Bank, N.A. (the "Account"). By using the Account, you agree to participate in the Program. Your participation is subject to the terms of the Card Agreement, including the arbitration provision, if applicable, and this Supplement. In the event of a conflict between the Card Agreement and this Supplement, with respect to matters relating to the Program, this Supplement controls.

Earning Cash Back Rewards: You earn cash back rewards in the form of an automatic statement credit equal to 1% of all Net Purchases made with your Account. You do not earn cash back rewards on Cash Advances, Balance Transfers, interest, fees, and other charges. We will post a statement credit to your Account within seven days after the end of the month based on the Net Purchases made with your Account from the 27th of the previous month to the 26th of the current month. If your Account is in default, as defined in your Card Agreement, at the time the credit is to be posted, you WILL NOT receive the credit. Cash back rewards have no cash value.

Net Purchases: Net Purchases are Purchases minus any returns, disputed charges, unauthorized charges, illegal or fraudulent charges or other credits for such Purchases.

Program Restrictions: You will receive an automatic cash back rewards credit on each statement that has at least one Net Purchase. Automatic statement credits for cash back rewards will reduce the balance on your Account but will not count as payments. You will still be required to pay at least the Minimum Payment Due as shown on your billing statement each month. You WILL NOT earn cash back rewards for Purchases made while your Account is in default as defined within your Card Agreement. This Program excludes Accounts already enrolled in a different Credit One cash back rewards program.

Changes: The Program may be changed (added to, modified or deleted) by us at any time. We will give you prior notice to the extent required by law. The current version of this Program may be found at www.CreditOneBank.com along with the Card Agreement. Any revisions may affect your ability to earn cash back rewards.

Termination: We may suspend or terminate the Program or your participation in the Program at any time without prior notice. In such event, we will evaluate your Account for any eligible cash back rewards as of the Program termination date. Provided that you meet all of the other Program Restrictions listed above at that time, you will receive a distribution of the cash back rewards earned during the current billing period in the form of a statement credit.

Limited Liability: Unless otherwise required by law, this Program, or our Card Agreement with you, we will not be liable to you or anyone making a claim on your behalf, in connection with: (1) any change or termination of the Program; (2) any loss, damage, expense or inconvenience caused by any occurrence outside of our control; (3) any taxes that you incur as a result of receiving cash back rewards, payment of which taxes will be your responsibility; (4) any merchandise or services you purchase, or for any direct, indirect or consequential damages with respect to the use of your Account. In any event, any liability that Credit One may have to you in connection with the Program shall be limited to the amount of any cash back rewards you have earned in this Program. The Program and cash back rewards are void or limited where prohibited or restricted, respectively, by federal, state or local law.

American Express is a federally registered service mark of American Express. This credit card program is issued and administered by Credit One Bank, N.A., pursuant to a license from American Express.

Pricing Summary

Interest Rates and Interest Charges	
ANNUAL PERCENTAGE RATE (APR) for Purchases	23.99% This APR will vary with the market based on the Prime Rate.
ANNUAL PERCENTAGE RATE (APR) for Balance Transfers	23.99% This APR will vary with the market based on the Prime Rate.
ANNUAL PERCENTAGE RATE (APR) for Cash Advances	23.99% This APR will vary with the market based on the Prime Rate.
Paying Interest	Your due date is at least 24 days after the close of each billing cycle. We will not charge you any interest on Purchases if you pay your entire balance by the due date each month. We will begin charging interest on Cash Advances and Balance Transfers from the posting date.
Minimum Interest Charge	If you are charged interest, the charge will be no less than \$1.00.
For Credit Card Tips from the Consumer Financial Protection Bureau	To learn more about factors to consider when applying for or using a credit card, visit the website of the Consumer Financial Protection Bureau at http:// www.consumerfinance.gov/learnmore .
Fees	
Annual Fee	\$95
Transaction Fees • Balance Transfer • Cash Advance • Foreign Transaction	Either \$10 or 5% of the amount of each Balance Transfer, whichever is greater. Either \$10 or 5% of the amount of each Cash Advance, whichever is greater. Either \$1 or 3% of the amount of each purchase in U.S. dollars, whichever is greater.
Penalty Fees • Late Payment • Returned Payment	Up to \$39* Up to \$39**

How We Will Calculate Your Balance: We use a method called "average daily balance (including new Purchases)." See your Card Agreement for more details.

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

***Late Payment Fee:** We will charge the maximum safe harbor amount, which is set annually in accordance with 12 C.F.R 1026.52(b)(1)(ii)(D). Currently the fee is \$29, unless you incurred a Late Payment Fee during the prior six billing cycles. If you did, the fee is currently \$39. This fee will not exceed the related Minimum Payment that was due. We charge a Late Payment Fee to your Account if at least the Amount Due This Period (less any Late

Payment Fee for the current billing cycle) plus any Past Due Amount is not received by 5:00 p.m. PT on the Payment Due Date shown on your statement.

****Returned Payment Fee:** We will charge the maximum safe harbor amount, which is set annually in accordance with 12 C.F.R 1026.52(b)(1)(ii)(D). If a payment is not honored upon first presentment, even if the payment is later honored, a Returned Payment Fee will be charged to your Account. Currently, the fee is \$29, unless you incurred a Returned Payment Fee in the prior six billing cycles. If you did, the fee is currently \$39. This fee will not exceed the related Minimum Payment that was due.

Additional Rate Information: The Purchase, Balance Transfer and Cash Advance APR equals the Prime Rate plus a margin of 21.15%. This corresponds to a monthly periodic rate of 2.03333%.

Minimum Payments: You may pay the entire New Balance shown on your billing statement at any time. Each billing period you must pay at least the Minimum Payment Due by the Payment Due Date shown on your billing statement. The Minimum Payment Due will be the sum of:

- 3.5% of your outstanding balance, rounded up to the next whole dollar, or \$30, whichever is greater;
- any Late Payment Fee for the current billing cycle;
- and any Past Due Amount (excluding any past due Late Payment Fees).

The Agreement

This Agreement, together with the Pricing Summary, is your contract with us.

Accepting this Agreement: You accept this Agreement when you use the Account. You may still reject this Agreement if you have not yet used the Card, used the Account, or paid a fee after receiving a billing statement. To reject the Agreement, call us at 866-515-5721 or write us at Bank Card Center, P.O. Box 95516, Las Vegas, NV 89193-5516. If you reject the Agreement, you are not responsible for any fees or charges.

Arbitration: This Agreement includes an Arbitration Provision with class action and jury trial waivers. You can reject the Arbitration Provision. See "How to REJECT this agreement to arbitrate" in the Arbitration section. If you do not, it will be part of this Agreement.

Promise to Pay: You agree to pay us for all amounts due on your Account, including credit for Purchases, Balance Transfers, and Cash Advances, as well as interest charges and fees. This includes charges made by Additional Cardholders and other Authorized Users.

Definitions

Account means the Credit One Bank card account under this Agreement.

Authorized User means any person you allow to use your Account or Card, including Additional Cardholders. If the Authorized User has been issued a Card and you want to terminate the Authorized User, you must notify us by telephone or in writing.

Balance Transfer means a transaction we designate that allows you to use your Account to pay another creditor or yourself. Balance Transfers cannot be used to pay us or our affiliates. A Balance Transfer will be subject to the terms of the Balance Transfer offer and this Agreement.

Card refers to one or more cards or access devices, including your Account number, that we give you or someone else with your authorization to get credit under this Agreement.

Cardholder refers to each person with a card issued in their name.

Cash Advance means the use of your Account to obtain funds at a financial institution or the use of a Convenience Check.

Convenience Check means a check we issue to you to take a Cash Advance. You may not use these checks to pay us or our affiliates.

Purchase means the use of the Account to obtain goods or services.

Prime Rate means the highest U.S. Prime Rate in the Money Rates section of The Wall Street Journal on the 25th day of the month, or the next day if that day is not a publication day. If The Wall Street Journal does not publish the U.S. Prime Rate, we may substitute another index.

we, us, our, and **Credit One Bank** refer to Credit One Bank, N.A., the issuer of your Card.

you, and **your** refer to each person who has applied for the Account and where appropriate, the Authorized User.

Features and Use of Your Account

Using Your Card: You may make Purchases wherever the Card is accepted. You may use the Account to obtain Cash Advances, but you may not make more than two Cash Advance transactions per day and you may not obtain more than \$200 in Cash Advances per day. You may use the Account for only personal, family, household, or charitable purposes, and if your Account is used for any other purpose you are still responsible for such use. You may not use the Account for business or commercial purposes. The Account may not be used for online or internet gambling or illegal purposes.

Your Credit Limit: We will tell you your credit limit. Keep your Account balance below your credit limit. If you do not, you must still pay us. We may designate part of your credit limit as a Cash Advance limit and part as a Balance Transfer limit. We may change your credit limit(s) at any time, without notice. You may use a portion of your credit limit for Cash Advances and Balance Transfers. Each Purchase, Cash Advance, and Balance Transfer obtained will reduce the amount of available credit under your credit limit until it is repaid. We may delay increasing your available credit by the amount of any payment that we receive for up to 12 calendar days.

Credit Limit Increase: To request a credit limit increase contact the Customer Service number on your statement. We may impose a fee for processing the request.

Credit Authorizations: We may decline to authorize a transaction for any reason. We will not be liable to you if we decline a transaction or if anyone refuses any use of your Card.

Automatic Billing: You may set up automatic billing with a merchant. You authorize us to provide an updated Account number or Card expiration date to any merchant at our discretion. Contact the merchant to stop automatic billing.

Joint Accounts: If this is a joint account, each of you is responsible individually and together for all amounts owed. Each of you is responsible even if the Account is used by only one of you. You will continue to be liable for the entire balance of the Account, even if your co-applicant is ordered by a court to pay us. You will remain liable to us if your co-applicant fails to pay as ordered by the court. Your Account status will continue to be reported to the credit reporting agencies under each of your names. The delivery of notices or billing statements to either of you serves as delivery to each of you. We may rely on instructions given by either of you. We are not liable to either of you for relying upon such instructions.

Electronic Access: Applications (apps) on electronic devices (such as mobile wallets) can store your Card and can be used to get credit under this Agreement. Such transactions are covered by this Agreement. Apps may have separate terms of use. We are not responsible if you violate those terms or for any consequences from violating those terms.

Additional Cardholder: At your request, we may, at our discretion, issue, in the name of another person, an additional Card on your Account. That person is an Additional Cardholder, as well as an Authorized User. An Additional Cardholder has access to certain Account information including balance, available credit and payment information. If you advise us that the Additional Cardholder is your spouse, information regarding the Account will be provided to consumer reporting agencies in your name as well as in the name of the Additional Cardholder. By requesting that we add an Additional Cardholder to your Account, you represent that you (1) have the consent of the Additional Cardholder to be added to the Account, (2) have provided a copy of this Agreement to the Additional Cardholder, and (3) if the Additional Cardholder is your spouse, you have told the Additional Cardholder that Credit One Bank will furnish credit information about them to the credit reporting agencies in connection with the Account. The Additional Cardholder may report the Card lost or stolen and may remove him or herself from the Account.

Interest Rates and Interest Changes

Annual Percentage Rates (APRs): See the Pricing Summary for your APRs. The APR for Balance Transfers will be the same as the APR for standard Purchases, unless a promotional rate applies.

Variable Rates: Your Pricing Summary indicates whether you have any variable APRs. Variable APRs are determined by adding to the Prime Rate the number of percentage points ("margin") specified in the Pricing Summary. Variable APRs will increase or decrease when the Prime Rate changes. The APR change will take effect beginning with billing cycles that end on or after the first day of the month after the month in which the Prime Rate changes. An increase in the APR will increase your interest charges and may increase your Minimum Payment Due.

Average Daily Balance Method (including new transactions): We calculate interest each billing cycle by first figuring the "average daily balance" for each type of balance. Standard Purchases, standard Cash Advances, standard Balance Transfers, and each promotional offer, are all types of balances.

For each type of balance, for each billing cycle, we start with the balance on the last day of your previous billing cycle. We subtract any unpaid interest. This is the beginning balance each day. Each day of the billing cycle we subtract any new payments and credits applied to that type of balance. We add any new transactions and fees for that type of balance. We add Purchases, Cash Advances, and Balance Transfers on the post date. We add

transaction fees on promotional rate and non-promotional rate Balance Transfers to the same type of balance as the transaction. We add all other fees to the standard Purchase balance. This gives us the daily balance for that type of balance, except that if the daily balance is negative, we treat it as zero. We then add up all of the daily balances and divide by the number of days in the billing cycle. This gives us the "average daily balance" for that type of balance. We multiply the average daily balance by the applicable monthly periodic rate (the APR divided by 12). This gives us the interest charged for that type of balance for that billing cycle. This interest is included in the Account balance on the last day of the billing cycle. The results for all types of balances are then added together to determine the total interest charged that billing cycle.

When Interest Begins: We begin to impose interest on a transaction or fee from the day we add it to the daily balance. We continue to impose interest until you pay the total amount you owe us. You can avoid paying interest on Purchases as described below. However, you cannot avoid paying interest on Balance Transfers or Cash Advances.

How to Avoid Paying Interest on Purchases ("Grace Period"): If you pay the New Balance on your billing statement by the Payment Due Date shown on that billing statement, we will not impose interest on new Purchases paid by the Payment Due Date on your current billing statement. The Payment Due Date will be at least 24 days after the close of the billing cycle. If you have been paying your Account balance in full and thereby avoiding interest on Purchases, but then do not pay the next New Statement Balance in full by the Payment Due Date, in that billing cycle we will start charging interest on the unpaid portion of your balance.

Fees

See the Pricing Summary for additional Fee information.

Annual Fee: If your Account is subject to an Annual Fee, the amount and when it is billed is shown on the Pricing Summary. The Annual Fee is billed to the Account until the Account is closed and the outstanding balance is paid in full. The Annual Fee is refundable as long as you cancel your Account and have not used your card for any Purchases, Cash Advances, or Balance Transfers and you have not made a payment.

Credit Limit Increase Fee: If a fee is imposed for processing a Credit Limit increase request, we will tell you the amount of the fee at the time of your request and before you agree to it.

Transaction Fee for Balance Transfers: The transaction fee for Balance Transfers will be the same as the transaction fee for Cash Advances, unless a promotional fee applies.

Foreign Transaction Fee: We add this fee for each purchase made outside the U.S. (A purchase is made outside the U.S. unless it is made with a U.S. merchant, processed completely in the U.S., and in U.S. dollars.) The fee is a percentage of the U.S. dollar amount of the purchase. American Express charges a foreign currency conversion fee of 1% of the amount of the transaction in U.S. dollars. This fee is included as part of the Foreign Transaction Fee listed in the Pricing Summary.

Optional Express Payment Service Fee: If a representative of ours helps expedite your payment, we may impose an Express Payment fee. You will be informed of the amount of the fee before you complete the transaction.

Duplicate Statement Fee: If you request a duplicate copy of a monthly statement, for any purpose other than to assert a billing error, you will be charged a fee of up to \$10 for each statement copy requested.

Sales Slip Request Fee: If you request a copy of a sales slip, for any purpose other than to resolve a dispute about the charges on your Account, you will be charged a fee of \$6 for each sales slip copy requested.

Replacement Card Fee: If you request a replacement card, a Replacement Card Fee of up to \$25 may be charged to your Account.

Payments

Minimum Payment Due: See the Pricing Summary for the minimum payment requirements.

Small Balances: As it is uneconomical for both you and us to process payments or maintain credits that are \$1 or less in amount, you agree as follows:

- (1) In any billing cycle in which you have had no transactions and your New Balance on the billing date is \$1 or less, the balance will be rounded to zero and you will not receive a bill for this amount.
- (2) In the event that you have a credit balance of \$1 or less for two consecutive billing cycles, the balance will be rounded to zero and you will not receive a refund of this amount.

Payment Instructions: You must pay us in U.S. dollars, in funds on deposit in the U.S. We credit your payments in accordance with the terms contained on your billing statement. If you mail your payment to an address other than the address designated on your billing statement, there may be a delay in processing and crediting the payment to your Account.

Irregular Payments: Any payment submitted in offer of settlement of a disputed debt, including any item containing a notation such as "paid in full," and any other item with a restrictive endorsement, must be sent to: Credit One Bank, P.O. Box 95516, Las Vegas, NV 89193-5516. We can accept late payments, partial payments, and checks or other items with restrictive endorsements at any other address without losing any of our rights under this Agreement.

Postdated Checks: You agree that we need not examine any payment check to confirm that it is not postdated and that we may deposit any postdated check on the day we receive it.

Payment Allocation: We apply payments up to the Minimum Payment Due and credits at our discretion, which may result in balances at lower APRs being paid first and higher interest charges. Payments over the Minimum Payment Due will be applied to balances with higher APRs first.

Collecting, Sharing, and Updating Information

Customer Privacy: We send you our Privacy Policy when you open your Account and thereafter in accordance with applicable law. It summarizes the personal information we collect; how we safeguard its confidentiality and security; when it may be shared with others; and how you can limit our sharing of this information. You accept the terms of our Privacy Policy when you use the Account. Contact us or visit CreditOne.com if you would like a copy.

Information About You: You authorize us to obtain and/or use information about you from third parties and credit reporting agencies to: (1) verify your identity and/or conduct investigative inquiries; (2) determine your income and credit eligibility; (3) review your Account and provide renewal of credit; (4) verify your current credit standing in order to present future credit limit increases or decreases; (5) qualify you for and present additional lines of credit or other offers; and (6) collect amounts owing on your Account. Upon request, we will tell you the name and address of any credit reporting agency that provided us with information concerning you.

Furnishing Information: We may furnish information concerning your Account or credit file to consumer reporting agencies and others who may properly receive that information. If you believe that information we furnished is inaccurate or incomplete, please write us at Credit One Bank, P. O. Box 98873, Las Vegas, NV 89193-8873. Please include your name, address, home phone number and Account number.

Telephone Calls, Text Messages and Emails Regarding Your Account: You are providing express written permission and consent authorizing Credit One Bank and our agents, servicers, contractors, subsidiaries, affiliates, officers, and other partners and employees to contact you at any phone number (including mobile, cellular/wireless, or similar devices) or email address you provide at any time, for any lawful purpose. The ways in which we may contact you include live operator, automatic telephone dialing systems (auto-dialer), prerecorded and artificial voice message, text/SMS message or email. Phone numbers and email addresses you provide include those you give to us, those from which you, or someone acting on your behalf, contact us or which we obtain through other means. If you provide a phone number for which you are not the owner, you confirm you are authorized to provide that number. Such lawful purposes include, but are not limited to: obtaining information; activation of the card for verification and identification purposes; account transactions or servicing related matters; suspected fraud or identity theft; collection on the Account; and providing information about special products and services. You agree to pay any fee(s) or charge(s) that you may incur for incoming communications from us or outgoing communications to us, to or from any such number or email address, without reimbursement from us.

Communication Revocation: You may revoke your authorization for most communications. However, you cannot revoke authorization for fraud related communications or legally required communications. To change your communication preferences or to revoke consent you must write us. Please:

- include your name, mailing address, and the last four digits of your Account number;
- specify whether you are changing your preferences regarding mail, telephone calls, emails, and/or text or SMS messages;
- provide the specific phone number(s) and/or email address for which you are requesting communications to cease;
- send this written notice to: Credit One Bank, P.O. Box 98873, Las Vegas, NV 89193-8873.

Certain communication preferences can be changed on-line. Please log in to your Account to see if that option is available.

Telephone Monitoring: You agree that we (and our servicers, agents and contractors) may monitor and record any calls between you and us.

Updating Your Phone Number: Notify us immediately if you change mobile or cell phone numbers or plan to give your phone to someone else. It is your responsibility to provide us with a true, accurate and complete mobile number and to maintain and update promptly any changes in this information. You can update your mobile number by calling us at the phone number on the back of your Card.

Indemnification: If you provide telephone number(s) for which you are not the subscriber, or fail to notify us when you cease to be the subscriber for a telephone number you previously gave us, you agree to indemnify us, our subsidiaries, affiliates, officers, agents, servicers, contractors, and other partners and employees for any costs and expenses, including reasonable attorneys' fees, incurred as a result of us contacting or attempting to contact you at the number(s). Your obligation under this paragraph shall survive termination of the Agreement.

Account Closure

Default: You are in default under this Agreement if (1) bankruptcy or another insolvency proceeding is filed by or against you; (2) we reasonably believe you are unable or unwilling to repay us; (3) you die or are legally incompetent or incapacitated; (4) you fail to comply with the terms of this Agreement, including failing to make a required payment when due, exceeding your credit limit or using your Card or Account for an illegal transaction; (5) you give us misleading, false, incomplete or incorrect information or fail to give us any information we deem necessary; or (6) if you no longer permanently reside in one of the 50 states or the District of Columbia. If you are in default, we may declare the entire Account balance immediately due and payable without advance notice.

Collection Costs: If we use an attorney to collect your Account, we may charge you our legal costs as permitted by law. These include reasonable attorneys' fees, court or other collection costs, and fees and costs of any appeal.

Closing Your Account: You may close your Account at any time. You will remain responsible for any amount you owe us under this Agreement. Any joint Cardholder may cancel a joint Account. However, both of you will remain responsible for paying all amounts owed. If your Account is subject to an Annual Fee, the fee will continue to be charged until you pay your outstanding balance in full.

We may cancel, suspend or not renew your Card, Account, or access to the credit line at any time and for any reason without notice. If your Account is closed by us, the Annual Fee will continue to be charged until you pay your outstanding balance in full.

However, when your Account is closed, if there is: (1) a debit balance of \$1 or less, that balance will be rounded to zero and you will not be required to pay this amount; or (2) a credit balance of \$1 or less, that balance will be rounded to zero and this amount will not be refunded to you. The rounding to zero may occur after your closing statement cycles, and you may not receive a statement reflecting the rounding.

Arbitration Agreement

PLEASE READ CAREFULLY—IMPORTANT—AFFECTS YOUR LEGAL RIGHTS

This agreement to arbitrate provides that you or we can require controversies or disputes between us to be resolved by BINDING ARBITRATION. You have the right to REJECT this agreement to arbitrate by using the procedure explained below.

If you do not reject this agreement to arbitrate, you GIVE UP YOUR RIGHT TO GO TO COURT and controversies or disputes between us will be resolved by a NEUTRAL ARBITRATOR INSTEAD OF A JUDGE OR JURY, using rules that are simpler and more limited than in a court. Arbitrator decisions are subject to VERY LIMITED REVIEW BY A COURT. Arbitration will proceed INDIVIDUALLY— CLASS ACTIONS AND SIMILAR PROCEDURES WILL NOT BE AVAILABLE TO YOU.

Agreement to Arbitrate: You and we agree that either you or we may, without the other's consent, require that controversies or disputes between you and us (all of which are called "Claims"), be submitted to mandatory, binding arbitration. This agreement to arbitrate is made pursuant to a transaction involving interstate commerce, and shall be governed by, and enforceable under, the Federal Arbitration Act (the "FAA"), 9 U.S.C. §1 et seq., and (to the extent State law is applicable), the laws of the State of Nevada.

For purposes of this agreement to arbitrate, "you" includes you, any co-applicant, any Authorized User (including Additional Cardholders), or anyone else connected with you or claiming through you; and "we" or "us" includes Credit One Bank, N.A., all of its parents, subsidiaries, affiliates, successors, predecessors, employees, and related persons or entities, and all third parties who are regarded as agents or representatives of us in connection with the subject matter of the claim or dispute at issue.

Covered Claims: Claims subject to arbitration include, but are not limited to, any controversies or disputes arising from or relating in any way to your Account; any transactions involving your Account; any disclosures made to you concerning your Account; any interest, charges, or fees assessed on your Account; any service(s) or programs related to your Account; and, if permitted by the rules of the arbitration forum, any collection of debt related to your Account. Claims also include controversies or disputes arising from or relating in any way to advertising, solicitations, or any application for, approval of, or establishment of your Account. Claims subject to arbitration include any controversies or disputes based on any theory of law, whether contract, tort, statute, regulation, common law, or equity, or whether they seek legal or equitable remedies. All Claims are subject to arbitration whether they arose in the past, may currently exist, or may arise in the future. Arbitration will apply even if your Account is closed, you pay us in full any outstanding debt you owe, or you file for bankruptcy. Also, controversies or disputes about the validity, enforceability, coverage, meaning, or scope of this agreement to arbitrate or any part thereof are subject to arbitration and are for the arbitrator to decide. Any questions about what Claims are subject to arbitration shall be resolved by interpreting this agreement to arbitrate in the broadest way the law will allow it to be enforced.

Claims Not Covered: Claims (whether brought initially or by counter or cross-claim) are not subject to arbitration if they are filed by you or us in a small claims court, so long as the case remains in such court and only individual claims for relief are advanced in the case.

No Class Arbitration or Consolidation or Joinder of Parties: Class actions and other similar procedures in which individuals seek to represent similarly situated individuals or seek relief on behalf of the general public, and consolidation or joinder of Claims (except for claimants on the same account), are NOT available under this agreement to arbitrate. Claims in arbitration will proceed on an INDIVIDUAL basis only:

UNLESS YOU REJECT THIS AGREEMENT TO ARBITRATE, YOU AND WE WAIVE THE RIGHT TO ASSERT OR PARTICIPATE
IN A CLASS ACTION OR ANY REPRESENTATIVE OR CONSOLIDATED PROCEEDING IN COURT OR IN ARBITRATION.

The arbitrator shall have no authority to entertain any Claim as a class action or private attorney general action or on any other similar representative basis, nor shall the arbitrator have any authority to consolidate or join Claims brought by separate claimants (except for claimants on the same account). This also means that the arbitrator shall have no authority to make any award for the benefit of, or against, any person other than the individual who is the named party.[†]

†Notice to California Account Holders: This agreement to arbitrate shall not be construed to prevent you from seeking in the arbitration the remedy of public injunctive relief if (a) you reside in California, (b) you resided in California at the time you entered into this agreement to arbitrate, or (iii) the billing address for your Account is a California address (hereafter, "California Account Holder").

Initiation of Arbitration: The arbitration shall be administered by the American Arbitration Association ("AAA") before a single arbitrator under the AAA's Consumer Arbitration Rules, or by a mutually agreeable administrator, before a single arbitrator, as modified by this arbitration provision. Information about the arbitration process for AAA can be obtained from the AAA at www.adr.org. The arbitrator shall be selected from the AAA (or mutually agreeable administrator) panel of neutrals then active on the roster maintained by the AAA (or mutually agreeable administrator) office located in the city of or nearest to your billing address and, unless otherwise mutually agreed, the arbitrator shall be a retired federal judge, a retired state appellate judge, a retired state trial judge, or a lawyer with at least 15 years of experience in that order of preference.

In the event that the AAA or mutually agreeable administrator is unable or unwilling to handle the Claim for any reason, then the matter shall be arbitrated instead by a neutral arbitrator selected by agreement of the parties (or, if the parties cannot agree, selected by a court in accordance with the FAA).

Arbitration Procedures and Applicable Law; Offer of Settlement: Unlike a lawsuit in state or federal court, arbitration is conducted by a private organization that specializes in alternative dispute resolution. Disputes in arbitration are decided by a neutral arbitrator instead of a judge or jury. You may represent yourself in arbitration, or you may be represented by a lawyer.

Under this agreement to arbitrate, a single arbitrator designated by the arbitration administrator will decide the Claim under applicable law. The arbitrator is bound by the terms of this agreement to arbitrate. The AAA or mutually agreeable administrator will apply its code of procedures in effect at the time the arbitration claim is filed. If there is a conflict between that code of procedures and this arbitration provision and/or any sections of this Card Agreement, this arbitration provision and/or this Card Agreement will control. The arbitrator will honor all claims of privilege recognized by law. Subject to the prohibition on class, representative, and consolidation procedures set forth above, the arbitrator will have the power to award to a party any damages or other relief (including relief in equity) provided for under applicable law. That is, a party will be entitled to recover in arbitration any damages or other relief that it could recover if it prevailed in a court proceeding. An arbitrator's award shall consist of a written statement setting forth the disposition of each Claim. At the request of any party, the arbitrator shall also set forth a written explanation of the essential findings and conclusions on which the award is based. An arbitration award shall decide the rights and obligations only of the parties named in the arbitration, and shall not have any bearing on another person or dispute.

If your Claim is for \$10,000 or less, you may choose whether the arbitration will be conducted solely on the basis of documents, in a telephonic hearing, or in an in-person hearing.

Any in-person hearing will take place in the federal judicial district that includes your billing address at the time the Claim is filed, unless the parties agree to a different place.

The Arbitrator's Decision: The arbitrator's decision will be final and binding on the parties. A party can file a written appeal to the arbitration administrator within thirty (30) days after an award is issued. The appeal will proceed before a panel of three neutral arbitrators designated by the same arbitration administrator. The panel will decide anew all factual and legal issues, following the same rules of procedure, by majority vote any aspect of the original decision objected to. The costs of such an appeal will be borne in accordance with the below paragraph entitled "Fees and Costs". Any review by a court shall be governed by the Federal Arbitration Act. Any final arbitration award will be binding on the named parties and enforceable by any court having jurisdiction.

Fees and Costs: We will pay any costs that are required to be paid by us under the arbitration administrator's rules of procedure. If you file the arbitration, you will pay your share of the initial filing fee, unless you seek and qualify for a fee waiver under the applicable rules of the arbitration

administrator. The party filing an appeal shall be responsible for all filing fees and costs of the appeal unless prohibited by administrator's rules of procedure. All parties are responsible for their own attorney's fees, expert fees and any other expenses, unless the arbitrator awards such fees or expenses to you or us if allowed by applicable law.

Other Parties Subject to this Agreement to Arbitrate: In addition to you and us, the rights and duties described in this agreement to arbitrate apply to: any third party co-defendant of a claim subject to this arbitration provision; all joint account holders, Additional Cardholders, and Authorized Users of your Account(s).

How to REJECT this Agreement to Arbitrate: You can reject this agreement to arbitrate but only if we receive from you a written notice of rejection within 45 days after it was first provided to you. To reject this agreement to arbitrate you must send the notice of rejection to: Credit One Bank, Attention: Arbitration Opt Out, P. O. Box 98873, Las Vegas, NV 89193-8873. Rejection notices sent to any other address will not be accepted or effective. If you decide to reject this agreement to arbitrate in writing, your notice must state that you reject this agreement to arbitrate and include your name, address, account number, and personal signature. Rejection of arbitration will not affect your other rights or responsibilities under this Card Agreement.

Survival, Severability, and Amendment of Terms:

Survival. This agreement to arbitrate shall survive changes in the Agreement and termination of the Account or the relationship between you and us, including the bankruptcy of any party and any transfer or sale of your Account, or amounts owed on your Account, to another person or entity.

Severability. If any part or parts of your agreement to arbitrate are declared unenforceable, then such specific part or parts shall be of no force or effect and shall be severed, but the remainder of this agreement to arbitrate shall continue in full force and effect. If, however, the entire agreement to arbitrate or your waiver of the right to bring or participate in a class or representative action or in consolidation procedures is unenforceable, then the agreement to arbitrate shall be of no force or effect. Notwithstanding the preceding sentence, with respect to California Account Holders, if arbitration is unenforceable, in whole or in part, you and we agree to resolve any Claim by a judicial reference proceeding as described above.

Amendment in Writing Only. This agreement to arbitrate may not be amended, severed, or waived, except as expressly provided in the Agreement or in a written agreement between you and us.

Other Information

Transactions in Foreign Currencies: If you make a transaction at a merchant that settles in a currency other than U.S. dollars, American Express will convert that charge into a U.S. Dollar amount. That conversion will be done at a rate selected by American Express from the range of rates available in wholesale currency markets for the applicable central processing date, which rate may vary from the rate American Express itself receives, or the government-mandated rate in effect for the applicable central processing date. The currency conversion rate used on the processing date may differ from the rate that would have been used on the purchase date or on the date the transaction is posted to your Account. You agree to pay the converted amount, including any charges for the conversion that may be imposed as described above.

Changes to Your Agreement: The rates, fees and terms of this Agreement may change and we may add or delete any term to this Agreement, consistent with applicable law. We will give you advance written notice of these changes and a right to reject the change, if required by law.

Unauthorized Use: Notify us immediately if your Card is lost or stolen or you suspect that someone is using your Card or Account without your permission.

Assignment: We may assign any or all of our rights and obligations under this Agreement. You may not assign any of your rights or obligations under this Agreement.

No Waiver: We will not lose our rights under this Agreement because we delay or do not enforce them.

Governing Law: This Agreement is governed by and interpreted in accordance with the laws applicable to national banks, and, where no such laws apply, by the laws of the State of Nevada, excluding the conflicts of law provisions thereof, regardless of your state of residence.

Conformance with Law; Severability: If any part of this Agreement conflicts with applicable law, that provision will be considered modified to conform to applicable law. If any part of this Agreement is invalid, the rest shall remain in effect, except as otherwise noted in the Arbitration Provision.

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 the Billing Inquiries address on the statement.

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 \$50.00 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 \$50.00. (Note: Neither of these are necessary if your purchase was based on an advertisement we mailed to you, or if we own or operate 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 the Billing Inquiries address shown on your statement.

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

Cash Back Rewards Program Supplement

This Supplement describes the terms and conditions of the Credit One Bank Cash Back Rewards Program ("Program") and supplements the Card Agreement that governs your credit card account issued by Credit One Bank, N.A. (the "Account"). By using the Account, you agree to participate in the Program. Your participation is subject to the terms of the Card Agreement, including the arbitration provision, if applicable, and this Supplement. In the event of a conflict between the Card Agreement and this Supplement, with respect to matters relating to the Program, this Supplement controls.

Earning Cash Back Rewards: You earn cash back rewards in the form of an automatic statement credit for purchases using your Account minus returns, refunds, disputed charges and fraudulent transactions ("Net Eligible Purchases"), as follows:

- 5% cash back rewards on eligible gas, grocery, mobile phone service, and internet, cable and satellite TV service purchases for the first \$5,000 per calendar year in eligible gas, grocery, mobile phone service, and internet, cable and satellite TV service purchases, and then 1% thereafter.
- ❖ Certain Non-Eligible Purchases. You will only earn 1% cash back rewards, not 5%, for:
 - Any purchase at a warehouse club (including but not limited to Sam's Club and Costco);
 - Groceries purchased at stores that sell groceries and other products like drugstores and convenience stores or at smaller stores like bakeries, candy, nut or confection stores;
 - Purchases for oil or propane or at home heating companies; and
 - Purchases made with PayPal or at a discount supercenter (including but not limited to Wal-Mart and Target).
- 1% cash back rewards on all other purchases, including, the non-eligible purchases listed above.

You do not earn cash back rewards on Cash Advances, Balance Transfers, unauthorized charges, items returned for credit, interest, fees, and other charges. We will post a statement credit to your Account within seven days after the end of the month based on the Net Eligible Purchases made with your Account from the 27th of the previous month to the 26th of the current month. If your Account is in default, as defined in your Card Agreement, at the time any credit is to be posted, you WILL NOT receive the applicable credit. Cash back rewards have no cash value.

Merchant Categories: Merchants who accept credit cards are assigned a merchant code, which is determined by the merchant or its processor in accordance with the applicable credit card network' procedures based on the kinds of products and services they primarily sell. We have no control over merchant codes. Please note:

- We make every effort to include all relevant merchant codes in our cash back rewards categories. However, even though a merchant or some of the items that it sells may appear to fit within a cash back rewards category, the merchant may not have a merchant code in that category. When this occurs, purchases with that merchant won't qualify for cash back rewards on purchases in that category.
- Although a merchant or the items that it sells may appear to fit the cash back rewards categories, the merchant may not have or use an eligible merchant code. Purchases made without an eligible code WILL NOT qualify for cash back rewards. A merchant with more than one location may submit purchases using different codes, including codes that are not eligible under this Program. This means that purchases from the same merchant at a different location may result in no cash back rewards.
- Purchases submitted by you, an authorized user, or the merchant through third-party payment accounts, mobile or wireless card readers, online or mobile digital wallets, or similar technology will not qualify in a cash back rewards category if the technology is not set up to process the purchase in that cash back rewards category.

Program Restrictions: You will receive an automatic cash back rewards credit on each statement that has at least one Net Purchase. Automatic statement credits for cash back rewards will reduce the balance on your Account but will not count as payments. You will still be required to pay at least the Minimum Payment Due as shown on your billing statement each month. You WILL NOT earn cash back rewards for Purchases made while your Account is in default as defined within your Card Agreement. This Program excludes Accounts already enrolled in a different Credit One Bank cash back rewards program.

Changes: The Program may be changed (added to, modified or deleted) by us at any time, including without limitation amendments to the definition of eligible and non-eligible purchase at any time without notice. We will give you prior notice to the extent required by law. Any revisions may affect your ability to earn cash back rewards.

Termination: We may suspend or terminate the Program or your participation in the Program at any time without prior notice. In such event, we will evaluate your Account for any eligible cash back rewards as of the Program termination date. Provided that you meet all of the other Program Restrictions listed above at that time, you will receive a distribution of the cash back rewards earned during the current billing period in the form of a statement credit.

Limited Liability: Unless otherwise required by law, this Program, or our Card Agreement with you, we will not be liable to you or anyone making a claim on your behalf, in connection with: (1) any change or termination of the Program; (2) any loss, damage, expense or inconvenience caused by any occurrence outside of our control; (3) any taxes that you incur as a result of receiving cash back rewards, payment of which taxes will be your responsibility; (4) any merchandise or services you purchase, or for any direct, indirect or consequential damages with respect to the use of your Account. In any event, any liability that Credit One Bank may have to you in connection with the Program shall be limited to the amount of any cash back rewards you have earned in this Program. The Program and cash back rewards are void or limited where prohibited or restricted, respectively, by federal, state or local law.

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