

CREDIT CARD DISCLOSURES

Interest Rates and Interest Charges

Annual Percentage Rate (APR) for Purchases	22.9%
How to Avoid Paying Interest on Purchases	Your due date is at least 28 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.
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	None
Penalty Fees • Late Payment • Returned Payment	Up to \$20 Up to \$25

How We Will Calculate Your Balance: We use a method called "Average Daily Balance (including new transactions)." See your Credit Card Agreement below for more details.

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

IT'S FASHION CREDIT CARD AGREEMENT

This is your Consumer Credit Card Agreement ("Agreement") with Cedar Hill National Bank ("CHNB"). This Agreement governs the use of your It's Fashion credit card Account. The information about the costs of the Card described in the Credit Card Disclosures and this Agreement is accurate as of April 2024. This information may have changed after that date. To find out what may have changed, write to us at CHNB, PO Box 34216, Charlotte, NC 28234.

- 1. AGREEMENT TERMS.** The word "Card" refers to any credit cards issued to you or to an authorized user by Cedar Hill National Bank. The word "Account" refers to your It's Fashion credit card account. The words "you," "your," and "yours" refer to you, the Card holder, and any person or persons who also are contractually liable under this Agreement. The words "we," "us," and "our" refer to Cedar Hill National Bank and any person or entity to whom or to which this Agreement may be assigned.
- 2. ACCEPTANCE OF AGREEMENT.** Your handwritten, electronic, or digital signature on the application indicates that you been provided a copy of the Agreement and Credit Card Disclosures and agree to comply with their terms. The use of your Account or the Card by you or anyone whom you authorize or permit to use your Account or the Card means you accept the terms and conditions stated in this Agreement, as they may be amended from time to time. You must be a permanent, legal United States ("U.S.") resident who physically resides in one of the 48 continental U.S. or the District of Columbia, and at least 18 years old to qualify. New credit card Accounts are not available to residents of the state of California.
- 3. USE OF YOUR ACCOUNT AND THE CARD.** You agree that you will only use your Account or the Card for personal, family, and household purposes, and you may not use your Account or the Card for any illegal purpose. You may use your Account or the Card at any Cato, It's Fashion, or It's Fashion Metro store or at www.catofashions.com. Prior to use, each Card must be signed by the person to whom it is issued. You agree that if you authorize or permit other persons to use your Account or Card, we will be unable to determine whether any particular purchase charged to your Account or Card by an authorized user was in fact authorized by you or made for your benefit, and you specifically agree that you will pay for all purchases charged to your Account or Card by an authorized user, whether or not such purchases were specifically authorized by you or made for your benefit.
- 4. PROMISE TO PAY.** You agree to pay us in U.S. Dollars for all purchases, including applicable Interest Charges and other charges or fees, incurred by you or anyone you authorize or permit to use your Account or the Card, even if you do not notify us that others are using your Account or the Card. All checks must be drawn on funds on deposit in the U.S. We can accept late payments or partial payments or checks and money orders marked "payment in full" without losing our right to receive the full amount owing on your Account or any of our other rights under this Agreement. I agree to address all communications concerning disputed debts, including instruments tendered as full satisfaction of debt, to the following address: CHNB, PO Box 34216, Charlotte, NC 28234.
- 5. MONTHLY STATEMENTS; BILLING CYCLES.** We will send you a billing statement after each monthly Billing Cycle in which you have a credit balance, an Interest Charge is imposed, or applicable law requires us to send a billing statement. The billing statement will show the Previous Balance, Payments and Credits, Purchases, Interest Charges, other Fees and Charges, Payment Due Date, New Balance and Minimum Payment Due. Purchases will be identified by the amount and date of the transaction, and an abbreviated merchandise description. A "Billing Cycle" means the days between statement Closing Dates.
- 6. MONTHLY PAYMENTS.** You may at any time pay the entire New Balance shown on your monthly billing statement, but each month you must pay at least the Minimum Payment Due no later than the Payment Due Date shown on your monthly billing statement. You may pay your Account by mail, by telephone or online. If paying by mail, send your personal check or money order to us at the address shown on your monthly billing statement. If paying by telephone contact us at 877-557-3526. If paying online, log on to www.catofashions.com. If you pay by telephone or online, you must make your payment by 5:00 p.m. ET on or before your Payment Due Date.
- 7. MINIMUM MONTHLY PAYMENT.** If your New Balance is \$200.00 or less, your minimum monthly payment is \$10.00 or the balance whichever is less. If your Account balance is greater than \$200.00, the minimum monthly payment is 5% of the New Balance. The minimum payment will include any past due amounts or payment shortfalls rounded up to the next highest dollar.

8. APPLICATION OF PAYMENTS. Unless otherwise required by applicable law, all payments will be applied in the following order: Interest Charges and other charges or fees and purchases in the order made. We will apply payments in excess of the Minimum Payment Due to amounts owing on your Account in a manner specified by federal law.

9. CREDIT LIMIT. We may increase or decrease your available credit from time to time. We have the right at any time to limit or terminate the use of your Account without giving you notice in advance, unless we are required to give you notice by law. You agree not to exceed your credit limit(s). If you exceed or attempt to exceed your line of credit, we have the right to refuse further purchases and you may be declared in default. If we approve a purchase that exceeds your credit limit, you must pay us the excess amount in accordance with the terms of this Agreement. Exceeding your credit limit does not constitute an increase to your credit limit. You will be advised of your initial credit line at the time you receive your Card. You agree that we may change your credit line from time to time based on our evaluation of changes in your credit capacity. We will identify any subsequent changes to the "my credit line" on your periodic billing statements.

10. CREDIT BALANCES. We will refund any credit balance in excess of \$1 within seven business days from receipt of your written request mailed to us at CHNB, PO Box 34216, Charlotte, NC 28234.

11. GRACE PERIOD. You will have a grace period of at least 28 days from your Closing Date in which to pay your balance in full each month. If the balance on your Account is paid in full within this grace period, no Interest Charge will be added to your Account.

12. LATE PAYMENT FEE. A Late Payment Fee of up to \$20.00 will be added to your Account for each billing period in which you fail to make the Minimum Payment Due within 10 days of your Payment Due Date. If the Minimum Monthly Payment (on the payment you failed to make) is less than \$20, then your late fee will equal the amount of the Minimum Payment.

13. RETURNED PAYMENT FEE. A Returned Payment Fee of up to \$25.00 will be assessed on Accounts whenever a check or other payment device (including any electronic fund transfer) presented on an Account is returned to us unpaid by your bank or financial institution. We may assess this fee the first time any one of your payments is not honored or paid, even if such payment is later paid following resubmission. If your Monthly Minimum Payment (on the returned payment) is less than \$25, then your Returned Payment Fee will equal the amount of your Minimum Payment. We do not have to attempt to collect any payment more than once.

14. ELECTRONIC CHECK PROCESSING. When you provide a check as payment, you authorize us either to use information from your check to make a one-time electronic fund transfer from your Account or to process the payment as a check transaction. Funds may be withdrawn from your Account as soon as the same day and you will not receive the check back from your financial institution.

15. EXPEDITED PAY BY PHONE FEE. You may contact us via telephone to make an expedited payment. Each time you ask a customer service representative to assist you in making this expedited payment from your bank account, we may add a service fee to the balance of your Account if permitted by applicable law. The amount of the fee will be disclosed at the time you request this optional payment service.

16. INTEREST CHARGES. If the payments and credits in any billing period are less than the Previous Balance shown on your monthly statement for that period, Interest Charges will begin to accrue on the first day of that billing period. Partial payments made on balances that were subject to a grace period will be credited as of the first day in the billing cycle.

The Interest Charge will be computed by applying the monthly periodic rate (below) to the average daily balance (including current transactions) of your Account for each day in the billing cycle. To get the "Average Daily Balance" of your Account, we take the beginning balance of your Account each day of your billing period (including an unpaid Interest Charges and unpaid late fees) and add any new transactions or charges and subtract any credits or payments (or portions thereof) that are applicable to your Account. This gives us the daily balance then we add up all the daily balances for the billing cycle and divide by the number of days in the billing cycle. This gives us the "average daily balance."

We apply the monthly periodic rate of 1.9083% (corresponding annual percentage rate 22.9%) to the "average daily balance" to determine the Interest Charge.

17. A MINIMUM INTEREST CHARGE. We will charge you a minimum Interest Charge of \$1.00 for any Billing Cycle in which an Interest Charge of less than \$1.00 could otherwise be charged.

18. DEFAULT/COLLECTION COSTS. Subject to applicable law, we may, in our discretion, declare your Account to be in default if you fail to comply with the terms of this Agreement, including failing to make a required payment when due or exceeding your Account credit limit, or if you file for bankruptcy or are otherwise insolvent, or if we determine, in our sole discretion, that the prospect of payment on your Account has become significantly impaired. If you are in default, (a) unless otherwise prohibited by applicable law, we may require that you pay the entire balance on your Account immediately, at any time, even though we did not require you to pay the entire balance on any previous occasion when you were in default, and (b) you will pay all collection costs, including reasonable attorneys' fees and legal costs, if we refer your Account for collection, to the extent not prohibited by applicable law. You promise CHNB that you are not planning to file bankruptcy at the time of your application for your Account or when you seek to share your Account.

19. LIABILITY FOR UNAUTHORIZED USE. If you notice the loss or theft of your Card or a possible unauthorized use of your Card or Account, you should write to us immediately at: CHNB, PO Box 34216, Charlotte, NC 28234 or call us at 877-557-3526. You will not be liable for any unauthorized use that occurs after you notify us. You may, however, be liable for unauthorized use that occurs before your notice to us. In any case, your liability will not exceed \$50.00.

20. CHANGE OF TERMS. As permitted by law, CHNB may change the terms of this Agreement and any attached disclosure from time to time. We will give you notice of any change as required by applicable law. The changes may add, replace or remove provisions of this Agreement. We will give you advance written notice of the changes and the right to opt out to the extent required by law.

21. CREDIT AUTHORIZATION. Some purchases made with your Account or Card will require our prior authorization and you may be asked to provide identification. If our authorization system is not working, we may not be able to authorize a transaction, even if you have sufficient available credit. We will not be liable to you if this occurs.

22. MISREPRESENTATION. In the event that any information given to us in connection with your application or any future transaction involving your Account or Card is false or misleading, we reserve the right to terminate this Agreement and take any and all legal action available under applicable law.

23. CREDIT INVESTIGATION AND REPORTING. You authorize us to investigate and verify your credit, employment, and income records. You understand and agree that we may request a consumer report from a consumer reporting agency in considering your application for this Account and later in connection with updates, renewals, extensions of credit, or to collect amounts owed on your Account. Upon your request we will tell you whether a consumer report was requested and the name and address of any consumer reporting agency that furnished the report. You agree we may, in our discretion, report your performance under this Agreement and furnish information concerning your Account to consumer reporting agencies and others who may properly receive such information. If you believe we have reported inaccurate information about you to a consumer reporting agency, please contact us at CHNB, PO Box 34216, Charlotte, NC 28234. When you notify us, provide your name, address, It's Fashion Account Number and identify the inaccurate information and tell us why you believe it is inaccurate. If you have a copy of the credit report that includes the inaccurate information, please send a copy of that report to us as well.

24. COMMUNICATIONS. You agree and expressly consent that we (which includes our servicers, service providers, third party-debt collectors or assignees) may communicate with you by mail, telephone (including wireless telephone device), email, fax, prerecorded message, automated voice message, text message, any data or voice transmission technology, Voice over Internet Protocol (VoIP) service, or any other means allowed by law regarding your Account or to collect any amounts that you may owe. You agree that any of your contact information may be used for this purpose and

that this may include any telephone number or email that you have provided, from which you called or contacted us, or at which it was reasonably believed you could be reached. You agree that for text message communications, message rates and data charges may apply. You agree that contact by automated dialing device ("Autodialer"), prerecorded/artificial voice message, mail, e-mail, text messages and calls to your telephone or mobile device or any other data or voice transmission technology are not "unsolicited" calls or contact for the purpose of state or federal law. We may monitor and/or record telephone calls or other communications between you and us to assure we are providing you with our high standard of customer service and for other appropriate purposes. You agree that monitoring and/or recording may be done and that no additional approval from you is needed. You further agree that you have an established business relationship with us and that we may contact you from time to time regarding your Account and also products and services that we believe may be of interest to you. You agree that all such contacts are not unsolicited and may be monitored to assure quality service.

25. CANCELLATION. You may cancel your Account by notifying us in writing at CHNB, PO Box 34216, Charlotte, NC 28234, but you will still be responsible for paying any amount owed us according to the terms of this Agreement. We may cancel or suspend your Account at any time for any reason without giving you notice in advance unless we are required to give you notice by law. However, you still must pay the full amount you owe us, and the Agreement will continue to apply to any unpaid balance. The Card is our property, and you must return it to us or our agent upon request. If you want to cancel the authorized or permitted use of your Account or the Card by another person, please notify us in writing at CHNB, PO Box 34216, Charlotte, NC 28234.

26. CHANGE OF ADDRESS. You agree to notify us promptly in writing at CHNB, PO Box 34216, Charlotte, NC 28234 if you have changes in your name, residence, or billing address. We will continue to send monthly billing statements and other notices to the last address we have on file for your Account until we receive and process your new address. Any notice required by law will be deemed received if mailed to your current address.

27. ASSIGNMENT OF ACCOUNT. We may sell, assign, or transfer your Account or any portion thereof without notice to you. You may not sell, assign, or transfer your Account.

28. DISPUTE RESOLUTION. Any and all disputes, differences and disagreements arising hereunder that you and we are unable to resolve will first be submitted to non-binding mediation in accordance with the then-governing American Arbitration Association's Commercial Arbitration Rules and Mediation Procedures, or any other mediation procedure to which you and we agree, which procedure will be non-binding and confidential unless otherwise agreed upon by you and us.

29. GOVERNING LAW. You understand and agree that this Agreement is entered into between you and us in North Carolina and any credit we extend to you is extended from North Carolina. You further understand and agree that this Agreement is governed only by applicable federal law and the law of the State of North Carolina (without regard to any conflict of law principles), whether or not you live in North Carolina and whether or not you use your Card in North Carolina.

30. SEVERABILITY. If any provision of this Agreement is finally determined to be unenforceable under any law, rule, or regulation, all other provisions of this Agreement will still be valid and enforceable.

31. WAIVER. We reserve the right not to assess part or all of any fee or other amounts, or not to exercise any other of its rights under this Agreement, and, by doing so, we will not have waived our right to assess such fee or other amounts or exercise other rights under this Agreement in the future. We reserve the right to reject, or refuse to accept, payments or credits, for any reason, including based on the frequency or amount of the transaction.

32. MILITARY LENDING ACT. Federal law provides important protections to members of the Armed Forces and their dependents relating to extensions of consumer credit. In general, the cost of consumer credit to a member of the Armed Forces and his or her dependent may not exceed an annual percentage rate of 36 percent. This rate must include, as applicable to the credit transaction or account: The costs associated with credit insurance premiums; fees for ancillary products sold in connection with the credit transaction; any application fee charged (other than certain application fees for specified credit transactions or accounts); and any participation fee charged (other than certain participation fees for a credit card account). **You may contact us toll-free at 877-557-3526 for information about the Military Annual Percentage Rate and/or your payment schedule.**

33. CORRESPONDENCE. Mail legal and attorney correspondence to CHNB, PO Box 34216, Charlotte, NC 28234.

34. INFORMATION SHARING. You authorize us to share information about you as permitted by law. This includes information we get from you and others. It also includes information about your transactions with us. Please see our Privacy Notice for details about our information sharing practices.

OHIO RESIDENTS: The Ohio laws against discrimination require that all creditors make credit equally available to all creditworthy customers and that credit reporting agencies maintain separate credit histories on each individual upon request. The Ohio Civil rights Commission administers compliance with this law.

WISCONSIN RESIDENTS: If you are a married resident, credit extended under this Agreement will be incurred in the interest of your marriage or family. No provision of any marital property agreement, unilateral statement, or court decree shall adversely affect the interest of CHNB unless CHNB, prior to the time credit is granted, is furnished a copy of the agreement, statement, or decree or has actual knowledge of the adverse provision when the obligation to CHNB is incurred. Married Wisconsin residents applying for credit separately must furnish name, Social Security number and address of their spouse to us at CHNB, PO Box 34216, Charlotte, NC 28234. We are required to inform your spouse that we have opened an account for you.

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:

*Cedar Hill National Bank
PO Box 34216, Charlotte, NC 28234*

In your letter, give us the following information:

- *Account information:* Your name and account number.
- *Dollar amount:* The dollar amount of the suspected error.
- *Description of problem:* If you think there is an error on your bill, describe what you believe is wrong and why you believe it is a mistake.

You must contact us:

- Within 60 days after the error appeared on your statement.
- At least 3 business days before an automated payment is scheduled, if you want to stop payment on the amount you think is wrong.

You must notify us of any potential errors *in writing*. You may call us, but if you do we are not required to investigate any potential errors and you may have to pay the amount in question

What Will Happen After We Receive Your Letter

When we receive your letter, we must do two things:

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

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

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

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

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

If you receive our explanation but still believe your bill is wrong, you must write to us within *10 days* telling us that you still refuse to pay. If you do so, we cannot report you as delinquent without also reporting that you are questioning your bill. We must tell you the name of anyone to whom we reported you as delinquent, and we must let those organizations know when the matter has been settled between us.

If we do not follow all of the rules above, you do not have to pay the first \$50 of the amount you question even if your bill is correct.

Your Rights If You Are Dissatisfied With Your Credit Card Purchases

If you are dissatisfied with the goods or services that you have purchased with your credit card, and you have tried in good faith to correct the problem with the merchant, you may have the right to not pay the remaining amount due on the purchase. To use this right, all of the following must be true:

1. The purchase must have been made in your home state or within 100 miles of your current mailing address, and the purchase price must have been more than \$50. (Note: Neither of these are necessary if your purchase was based on an advertisement we mailed to you, or if we own the company that sold you the goods or services.)
2. You must have used your credit card for the purchase. Purchases made with cash advances from an ATM or with a check that accesses your credit card account do not qualify.
3. You must not yet have fully paid for the purchase.

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

Cedar Hill National Bank

PO Box 34216, Charlotte, NC 28234

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