

# Embark<sup>SM</sup> Card American Express<sup>®</sup> Cardmember Agreement

**Effective Date: November 1, 2024**

## INTRODUCTION

### About your Cardmember Agreement

This Embark Cardmember Agreement, the Virtual Card Agreement and the Rates and Fees Table you received with your Embark credit card (together, the "Agreement") outline the terms and conditions of the Embark<sup>SM</sup> American Express<sup>®</sup> Card Account (the "Account"). The Embark American Express Card (the "Card") is issued to you by Celtic Bank, a Utah-Chartered Industrial Bank, Member FDIC. When you use the Card (or you sign or keep the Card), you agree to the terms of the Agreement, as may be modified from time to time.

**THIS AGREEMENT REQUIRES CLAIMS TO BE ARBITRATED AND FORBIDS CLASS ACTION LAWSUITS UNLESS YOU (1) ARE A MEMBER OR A DEPENDENT OF A MEMBER OF THE MILITARY ARMED FORCES ON THE DAY YOU ENTERED INTO THIS AGREEMENT, OR (2) PROMPTLY EXERCISE YOUR RIGHT TO REJECT ARBITRATION AS PROVIDED IN THE ARBITRATION PROVISION OF THIS AGREEMENT.**

Please review this Agreement in detail and be sure you understand all of the terms and conditions when using this Card.

### Changes to the Agreement

We may change this Agreement for any reason and at any time, subject to applicable law. We may do so in response to a business need, legal, competitive environment, or other reasons not listed here. This written Agreement, as may be modified, is a final expression of the Agreement governing the Account. The written Agreement may not be contradicted by any alleged oral agreement.

This means that we can change rates and fees that apply to your Account. It also means we can add, replace, or remove provisions of this Agreement. If required by applicable law, we'll give you notice of the changes. Your continued use of the Card constitutes your acceptance of these changes.

If you have the right to reject a change, we will notify you and tell you how to reject. Changes to some terms may require 45 days' advance notice, and we will tell you in the notice if you have the right to reject a change. We cannot change certain terms during the first year of your Account.

If we notify you of a change, we may do so on your statement or send you a separate written notice, either of which may be sent electronically if permitted by applicable law.

Any benefit, reward, service, or feature offered may change or be discontinued at any time for any reason. Benefits, rewards, services or features are defined and described as required by law.

We cannot increase the interest rate on existing balances except in limited circumstances, as specified in this Agreement.

### Terms used in this Agreement

**We, us,** and **our** means Celtic Bank, Salt Lake City, Utah.

**You** and **your** mean the person who applied for this Account and for whom we opened the Account. You and your also mean anyone who agrees to pay for this Account. You are the basic Cardmember. You may request a Card for an Authorized User (see the About Authorized Users section).

**ADB or Average Daily Balance** for a balance, we add up your Account's daily balances for each day of the billing cycle and we divide the result by the number of days the DPR for that balance was in effect. If the daily balance is negative, we treat it as zero.

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

**Balance Transfer** means a transaction where you request us and we agree (i) to use your Account, or you use a Convenience Check we provide you, if applicable, to pay down or pay off a debt you owe a creditor other than us; or (ii) to use your Account to transfer funds through an automated clearing house ("ACH") transaction to a deposit account you designate. **Balance Transfers include any Transaction Fees or credit adjustments associated with any Balance Transfer. Balance transfers are not available for all products. Please see your Rates and Fees Table for more information.**

**Cash Advance Fee** is a charge to get cash or cash equivalents; such as ATM withdrawals, over-the-counter requests at a branch, or other purchases we define as cash-like (travelers' cheques, gift cheques, foreign currency, money orders, and digital currency).

**Closing Date** means the last day of the billing period covered by a statement. Each Closing Date is about 30 days after the previous statement's Closing Date.

**Convenience Check** means a printed check that we may at our discretion, but are not obligated to, issue to you from time to time, which can be used by you to initiate a Cash Advance (if applicable) or Balance Transfer (if available) under this Account.

**Charge** is any amount added to your Account, such as purchases, Cash Advances, Balance Transfers (if available), fees and interest charges.

**Credit Limit** means the total amount of credit available on your Account. "Cash Advance Limit" means the portion of your Credit Limit that is available for Cash Advance transactions.

**DPR or Daily Percentage Rate** is an Annual Percentage Rate divided by 365 days, rounded to one ten-thousandth of a percentage point (by 366 during leap years).

**Interest-Free Period** is a period of time when interest is not charged to the Account on balances owed or new purchases. The Interest-Free Period includes a grace period when you pay your purchase balance in full and do not have a cash balance, or an Interest-Free Period during a promotional offer is applicable. However, interest will be charged if new purchases are made on the Card after completing a Balance Transfer (if available) unless that purchase balance is paid in full by the due date.

**Pay** by a certain date means to send your payment so that we receive it and credit it to your Account by that date (see the About your payments section).

**Purchase** is a Charge for goods or services.

**Rates and Fees Table** is enclosed with your Card carrier and is available in the Embark Card Services Customer Center. It includes your specific APRs, credit limits and any promotional offers, if any.

### Information about using your Card

Keep your Card safe and do not let anyone else use it. If your Card or Virtual Account Number is lost or stolen or your Account is being used without your permission, contact us immediately by calling the number on your billing statement or on the back of your Card.

You may not use your Account for illegal activities.

You may use the Card to make personal, family, or household Purchases. We may offer Cash Advances or Balance Transfers using checks we may provide you for Cash Advances or Balance Transfers. However, you cannot transfer balances from any other account issued by us or our affiliates.

You may arrange for certain merchants and third parties to store your Card number and expiration date, so that, for example:

- The merchant may charge your Account at regular intervals, or you may make charges using that stored Card information.
- We may (but are not required to) tell these merchants and third parties if your expiration date or Card number changes or if your Account status is updated, including if your Account is cancelled. If you do not want us to share your updated Account information, please contact us using the number on the back of your Card.

You promise to pay all credit we extend, interest charges, other fees or charges, and any collection costs and/or attorney fees as allowed by law, including:

- charges you make, even if you do not present your Card or sign for the transaction,
- charges that other people make if you let them use your Account, and
- charges that Authorized Users make or permit others to make.

You acknowledge that use of a Virtual Account Number is subject to the Virtual Card Agreement you received when you applied for the Card.

We assign a credit limit to your Account. We may make part of your credit limit available for cash advances (Cash Advance Limit). There may also be a limit on the amount you can withdraw from ATMs in a given period. You will receive a notification that includes your Card and your credit limit information. You can also find your credit limit and Cash Advance Limit on your monthly billing statement or by using your Embark Card Mobile app, or internet banking.

We may increase or reduce your credit limit and Cash Advance Limit. We may do so even if you pay on time and your Account is not in default. When this occurs, we will notify you via statement message, email, or direct mail.

You agree to manage your Account so that:

- your Account balance (including fees and interest) is not more than your credit limit, and
- your Cash Advance balance (including fees and interest) is not more than your Cash Advance Limit.

We are not required to honor every transaction. We may decline transactions for any reason, including insufficient available credit, or if the Account is in default, or if we suspect fraudulent or unlawful activity. We are not responsible for any losses you incur if we do not authorize a charge. We are not responsible if any merchant refuses to accept the Card.

We may approve Purchases that cause your Account balance to go over your credit limit. If we do this, we will not charge an overlimit fee. If we ask you to promptly pay the amount of your Account balance above your credit limit, you agree to do so. Unpaid overlimit Purchases carried over to the next month are subject to interest charges.

If a merchant agrees to give you a refund for goods or services purchased with your Card, you will accept a credit on your Account instead of a cash refund. We do not control when a merchant sends us your refund and we will have a reasonable amount of time after which we receive your refund to process it.

## How Your Account Works

| About your payments                              |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |
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| <b>When you must pay</b>                         | <p>You must pay at least the Minimum Payment Due by the Payment Due Date. The Minimum Payment Due and Payment Due Date are shown on each billing statement.</p> <p>Each statement defines the time and manner by which you must make your payment for it to be credited as of the same business day it is received. For your payment to be considered on time, we must receive at least the Minimum Payment Due in such time and manner by the Payment Due Date shown on your billing statement. Each statement also shows a Closing Date.</p> <p>You can pay down balances faster by paying more than the minimum payment or the total unpaid balance on your Account.</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |
| <b>How to make payments</b>                      | <p>Make payments to us with:</p> <ul style="list-style-type: none"><li>• a single check drawn on a U.S. bank,</li><li>• a single negotiable instrument clearable through the U.S. banking system, for example a money order, or</li><li>• an electronic payment (by phone or online) that can be cleared through the U.S. banking system.</li></ul> <p>You authorize us to collect any payment check either electronically or by draft. All payments must be in U.S. dollars and drawn through the U.S. Banking system.</p> <p>When making a payment by mail:</p> <ul style="list-style-type: none"><li>• make a separate payment for each Account,</li><li>• mail your payment to the address shown on the payment coupon on your billing statement, and</li><li>• write your Account number on your check or negotiable instrument and include the payment coupon.</li></ul> <p>If your payment meets the above requirements, we will credit the payment to your Account as of the business day we receive it, as long as we receive it by the time disclosed in your billing statement. Payments received after the times indicated will be credited as of the next business day.</p> <p>If your payment is not made with guaranteed funds, such as a bank or postal money order, bank cashier's check, or PayNearMe, you should allow your payment up to fourteen (14) days to clear, or longer if circumstances warrant an additional hold as determined in our discretion. Payments may not increase your available credit until the payments have cleared.</p> <p>Payments marked "paid in full" must be sent to the Billing Inquiries address shown on your billing statement. We may accept and process any payments marked as "paid in full" without losing or limiting our rights.</p> |
| <b>How we apply payments and credits</b>         | <p>Payments are applied to the balances noted on your monthly billing statement. We decide how to apply your payment, up to the Minimum Payment Due, to the balances on your Account. We may apply the Minimum Payment Due first to delinquent balances, then to interest charges, then to the balance with the lowest APR and then to balances with higher APRs. If you pay more than the Minimum Payment Due, we'll apply the amount over the Minimum Payment Due first to the balance with the highest APR, then to the balances with the next highest APR, and so on, except as otherwise required by applicable law.</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |
| About your Minimum Payment Due                   |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |
| <b>How we calculate your Minimum Payment Due</b> | <p>To calculate the Minimum Payment Due for each billing statement, we start with the greater of:</p> <ol style="list-style-type: none"><li>1) 1% of your total balance (plus any applicable annual membership fee, penalty fees, as set forth in the Rates and Fees Table, incurred and interest accrued in the billing cycle); or</li><li>2) \$40.</li></ol> <p>Then we add any past due amounts from the previous billing statement.</p> <p>Your Minimum Payment Due will not exceed your new balance. You may pay more than the Minimum Payment Due, up to your new balance, at any time. If a payment is credited to your Account but is returned unpaid in a later billing cycle, we will recalculate the Minimum Payment Due for the billing cycle in which the payment was originally credited.</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |
| About Interest Charges                           |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |
| <b>When we charge interest</b>                   | <ul style="list-style-type: none"><li>• You are not charged interest on purchases when you are in an Interest-Free Period. However, interest is charged if new purchases are made on the Card after completing a Balance Transfer (if available). In these cases, interest is charged on purchases from the time transactions are posted.</li><li>• Your Account enters an Interest-Free Period when you pay your new balance as shown on your statement by the Payment Due Date or your Account had no previous balance.</li><li>• When your Account is not in an Interest-Free Period, we charge interest on purchases from the date of the transaction.</li><li>• Non-Promotional Balance Transfers (if available) and Cash Advances will be charged interest from the date of the transaction and do not have an Interest-Free Period.</li></ul>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |

| How we calculate interest                                   |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |
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| <p><b>When we charge interest</b></p>                       | <p>We calculate interest for a billing period by first figuring the interest on each balance. Different categories of transactions, such as purchases and Cash Advances, may have different interest rates. Balances within each category may also have different interest rates.</p> <p>We use the Average Daily Balance (ADB) method (including new transactions) to figure interest charges for each balance. The total interest charged for a billing period is the sum of the interest charged on each balance.</p> <p><b>Interest</b><br/>The interest charged for a balance in a billing period, except for variations caused by rounding, equals:<br/>Average Daily Balance (ADB) multiplied by Daily Periodic Rate (DPR) multiplied by number of days the DPR was in effect.</p> <div> <p><b>EXAMPLE:</b> Assume that you have a single interest rate of 25.99%, your ADB is \$2,250 and there are 30 days in the billing period.</p> <p>Calculating Interest The DPR is 25.99% divided by 365 days = .0712% daily.</p> <p>The Interest is equal to \$2,250 multiplied by the daily rate of .000712 for 30 days = \$48.06.</p> </div> <p><b>Daily Balance</b><br/>For each day a DPR is in effect, we figure the daily balance by:</p> <ul style="list-style-type: none"> <li>• taking the beginning balance for the day,</li> <li>• adding any new charges,</li> <li>• subtracting any payments or credits; and</li> <li>• making any appropriate adjustments.</li> </ul> <p>We add a new charge to a daily balance as of its transaction date.</p> <p><u>Beginning balance</u><br/>For the first day of a billing period, the beginning balance is the ending balance for the prior billing period, including unpaid interest. For the rest of the billing period, the beginning balance is the previous day's daily balance plus an amount of interest equal to the previous day's daily balance multiplied by the DPR for that balance. This method of figuring the beginning balance results in daily compounding of interest.</p> <p>When an interest rate changes, the new DPR may come into effect during, not just at the beginning of, the billing period. When this happens, we will create a new balance and apply the new DPR to it. To get the beginning balance on the first day for this new balance, we multiply the previous day's daily balance by the old DPR and add the result to that day's daily balance.</p> <p><u>Other methods</u><br/>To figure the ADB and interest charges, we may use other formulas or methods that produce equivalent results. Also, we may choose not to charge interest on certain types of charges.</p> |
| <p><b>Determining the Prime Rate</b></p>                    | <p>The "Prime Rate" in effect for a given month is the highest U.S. Prime Rate published in the print edition of The Wall Street Journal (WSJ) on the last day of the prior month that the Prime Rate was published. If the WSJ does not publish the Prime Rate on that day, then we will look to the last day before such rate was published. If the WSJ temporarily or permanently discontinues publishing the Prime Rate or if the WSJ changes its definition of the Prime Rate, then we may substitute another publicly available index not within our control and adjust the margin, in our sole discretion, subject to applicable law.</p> <p>If the Prime Rate increases, variable APRs (and corresponding DPRs) will increase. In that case, you may pay more interest and may have a higher Minimum Payment Due. When the Prime Rate changes, the resulting changes to variable APRs take effect as of the first day of the billing period during which the Prime Rate has changed. The Prime Rate is simply a reference index and is not the lowest rate available.</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |
| Other Important Information                                 |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |
| <p><b>Military Lending Act</b></p>                          | <p>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); any applicable annual membership fee; and any participation fee (other than certain participation fees for a credit card account).</p> <p>To listen to this statement, as well as a description of your payment obligation for this Account, call us at (877) 388-1688. If you are a covered borrower, the Claims Resolution section of this Agreement will not apply to you in connection with this Account. Instead, the Claims Resolution for Covered Borrowers section will apply.</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |
| <p><b>Servicemembers' Civil Relief Act</b></p>              | <p>The Servicemembers' Civil Relief Act (SCRA), formerly known as the Soldiers' and Sailors' Civil Relief Act, is a federal law that provides certain protections for military members as they enter active duty. The SCRA covers all active-duty service members, reservists, and members of the National Guard while on active duty. The act addresses, among other things, outstanding credit card debt. You should contact your nearest Armed Forces Legal Assistance Program office to see if the SCRA applies.</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |
| <p><b>About Authorized Users</b></p>                        | <p>At your request, we may issue Cards to additional individuals that allow access to your Account. They do not have Accounts with us, but they can use your Account subject to the terms of this Agreement. We may report an Authorized User's use of your Account to credit reporting agencies. Authorized Users can purchase items, take Cash Advances and, in general use your Account in the same ways as you can.</p> <p>You are responsible for all use of your Account by Authorized Users and anyone they allow to use your Account. You must pay for all charges they make. You authorize us to give Authorized Users information about your Account and to discuss it with them.</p> <p>If you want to cancel an Authorized User's right to use your Account (and cancel their Card) you must contact us, in which case we may close your Account and open a new Account with a different Account number.</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |
| <p><b>Converting charges made in a foreign currency</b></p> | <p>If you make a charge in a foreign currency, AE Exposure Management Ltd. ("AEEML") will convert it into U.S. dollars on the date we or our agents process it, so that we bill you for the charge in U.S. dollars based upon this conversion. Unless a particular rate is required by law, AEEML will choose a conversion rate that is acceptable to us for that date. The rate AEEML uses is no more than the highest official rate published by a government agency or the highest interbank rate AEEML identifies from customary banking sources on the conversion date or the prior business day. This rate may differ from rates that are in effect on the date of your charge. We will bill charges converted by establishments (such as airlines) at the rates they use.</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |
| <p><b>Changing your Account information</b></p>             | <p>Notify us if you change any of your contact information such as address, name, email and/or phone number by calling the phone number on your billing statement, or on the back of your Card. We may update your billing address if we receive information from the U.S. Postal Service that it has changed or that the information we have is incorrect.</p> <p>If you have more than one Account, you need to notify us separately for each Account. We may update your billing address as we receive information that it has changed or is incorrect.</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |

| Other Important Information (cont.)             |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |
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| <b>Voice Call/Text Messaging Communications</b> | By providing your phone number(s), you give affiliates, our service providers and us permission to contact you by voice call or via text message (SMS); either using an auto dialing system and/or using prerecorded voice. You do not need to agree to receive these calls or texts in order to receive our products or services. You may opt out of receiving auto dialed or prerecorded calls or texts. Should you provide a phone number for which you are not the subscriber, you understand and agree that you will indemnify us for any and all costs and expenses incurred as a result of us trying to contact you at the number provided. Costs and expenses include reasonable attorneys' fees. You agree that we may monitor and record calls with you for training and quality assurance purposes.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |
| <b>Closing your Account</b>                     | <p>You may close your Account at any time by calling us or writing to us. We also reserve the right to close your Account based upon how you manage your Account, Card inactivity (as set forth below), or for our business needs or any other reason or no reason. Once your Account is closed, by you or us, please destroy all Card(s) and any unused checks.</p> <p>If you do not log into your Account, either receive or redeem cash back for one (1) year or more, or have a zero balance on a Card in good standing for one (1) year or more, your Account will be deemed inactive, and we will close your Account.</p> <p>We may modify our inactive Account rules and policies in our Program from time to time, and if your Account becomes inactive pursuant to such then-current rules or policies, we may close your Account accordingly, without any compensation or further obligation to you regarding the closed Account. If you have any questions or concerns regarding these actions or wish to request Account reactivation (subject to such terms, limitations and requirements as we may impose from time to time), please contact us.</p> <p>If you are enrolled in a Rewards Program, and your Account is closed, by you or by us, you will forfeit all your Rewards Program benefits earned as of the date the Account is closed, unless applicable law provides otherwise.</p> |
| <b>Cancelling or suspending your Account</b>    | <p>We may:</p> <ul style="list-style-type: none"> <li>• cancel your Account,</li> <li>• suspend the ability to make charges,</li> <li>• cancel or suspend any feature on your Account, and</li> <li>• notify merchants that your Account has been cancelled or suspended.</li> </ul> <p>If we do any of these, you must still pay us for all charges under the terms of this Agreement.</p> <p>We may do any of these things at our discretion, even if you pay on time and your Account is not in default. If your Account is cancelled, you must destroy your Card(s).</p> <p>We may agree to reinstate your Account after being closed, cancelled or suspended. If we do this, we may:</p> <ul style="list-style-type: none"> <li>• reinstate any additional Cards issued on your Account, and</li> <li>• charge you a fee for reinstating the Account.</li> </ul>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |
| <b>About default</b>                            | <p>We may consider your Account to be in default if:</p> <ul style="list-style-type: none"> <li>• you violate a provision of this Agreement,</li> <li>• you give us false information,</li> <li>• you file for bankruptcy,</li> <li>• you default under another agreement you have with us or an affiliate,</li> <li>• you become incapacitated or die,</li> <li>• we believe you are unable or unwilling to pay your debts when due, or</li> <li>• we are unable to contact you, and you have returned mail for an extended period of time.</li> </ul> <p>If we consider your Account in default, we may, to the extent permitted by federal and applicable state law:</p> <ul style="list-style-type: none"> <li>• suspend your ability to make charges,</li> <li>• cancel or suspend any feature on your Account,</li> <li>• require you to pay more than your Minimum Payment Due immediately, and</li> <li>• require you to pay your Account balance immediately.</li> </ul>                                                                                                                                                                                                                                                                                                                                                                                                                          |
| <b>Collection costs</b>                         | You agree to pay all reasonable costs, including attorneys' fees, that we incur to collect amounts you owe.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |
| <b>Credit reports</b>                           | You agree that we will obtain credit reports about you, investigate your ability to pay, and obtain information about you from other sources including information to verify and re-verify your employment and income. And you agree that we will use such information for any purposes (for example, marketing to you or evaluating you for a new account), subject to applicable law. You agree that we will give information about the Account to credit reporting agencies. We will tell a credit reporting agency if you fail to comply with any terms of this Agreement. This may have a negative impact on your credit report. If you believe information, we have given to a credit reporting agency is incorrect, write to us at: Embark Card Services, P.O. Box 88943, Sioux Falls, SD 57109. When you write to us, tell us the specific information you believe is incorrect.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |
| <b>Sending you notices</b>                      | We mail you notices through the U.S. mail, postage prepaid, and address them to you at the latest billing address on our records, or by email to the address you gave us. Any notice that we send you this way is deemed to be given when deposited in the U.S. mail. We consider an electronic notice sent as soon as it is emailed unless returned as undeliverable. If you consented to the Electronic Communication Disclosure when you applied for the Card, you will receive notices electronically.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |
| <b>We may contact you</b>                       | <p><u>Service and Collections</u></p> <p>You certify, warrant, and represent that the telephone numbers that you have provided to us are your contact numbers.</p> <p>You represent that you are permitted to receive calls at each of the telephone numbers you have provided to us. You also agree to promptly alert us whenever you stop using a particular telephone number.</p> <p>If we need to contact you to service your Account or to collect amounts you owe, you authorize us (and our affiliates, agents and contractors, such as debt collection agencies and service providers) to contact you at any phone number or email address you provide, from which you contact us, or at which we believe we can reach you. We may contact you in any way, such as calling, texting, emailing, sending mobile application push notifications, or using any other method of communication permitted by law. We may contact you using an automated dialer or prerecorded messages. We may contact you on a mobile, wireless, or similar device, even if you are charged for it.</p> <p><u>Call Monitoring</u></p> <p>We may monitor and record any calls between you and us.</p>                                                                                                                                                                                                                     |
| <b>About insurance products</b>                 | We or our affiliates may tell you about insurance and non-insurance products, services or features that may have a fee. One of our affiliates may act on behalf of a provider of these products. The affiliate may be compensated for this. The insurance products are not offered or sold by us or on our behalf. Our affiliates may get additional compensation. Compensation may influence what products and providers we or our affiliates tell you about. We may share information about you with our affiliates so they can identify products that may interest you. We may be compensated for this information.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |

| Other Important Information (cont.)                               |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |
|-------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>How we handle electronic debits from your checking account</b> | <p>When you pay us by check, you authorize us to electronically deduct the amount from your bank or other asset account. We may process the check electronically by transmitting to your financial institution:</p> <ul style="list-style-type: none"> <li>• the amount,</li> <li>• the routing number,</li> <li>• the account number, and</li> <li>• the check serial number.</li> </ul> <p>If we do this, your payment may be deducted from your bank or other asset account on the same day we receive your check. Also, you will not receive that cancelled check with your bank or asset account billing statement. If we cannot collect the funds electronically, we may issue a draft against your bank or other asset account.</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |
| <b>Privacy Act of 1974 notice</b>                                 | Some federal agencies may accept the Card under authority of statute. When you make charges at these Privacy Act of 1974 notice agencies, we collect certain charge information. That information may be put to routine uses such as processing, billing, and collections. It may also be aggregated for reporting, analysis, and marketing use. Other routine uses by agencies may be published in the Federal Register.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |
| <b>Convenience checks, if applicable</b>                          | Convenience checks (including Cash Advances or Balance Transfer checks), if applicable, are checks that we may send you to access your Account. The APR for convenience checks will be at the purchase APR, if applicable. The following terms will apply to use of those checks unless otherwise disclosed with the check. If you use a convenience check, we may decline it. If we decline it, you may have to pay returned check fees or other penalties to whomever you wrote the check. If you use a convenience check and we honor it, we will charge interest beginning as of the date we receive the check. You cannot avoid paying interest on convenience check transactions. We will charge a fee for each convenience check transaction. This fee is 4% of the transaction, with a minimum of \$5. This fee is a finance charge. We will add the fee to the same balance that we add the convenience check transaction to. We will charge \$29 each time you ask us to stop payment on a convenience check. A convenience check is not a Card. You may not use convenience checks to pay this or any other account with us or our affiliates.                                                                                                                                                                                                                                                                                                                         |
| <b>Changing benefits</b>                                          | We have the right to add, modify or delete any benefit, service, or feature of your Account at our discretion.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |
| <b>Rewards, Special Programs and Benefits</b>                     | <p>We may offer from time to time rewards or special programs and benefits ("Programs") for Cardmembers. This Agreement will apply to these Programs except to the extent it is inconsistent with the specific offer. The features of these Programs will vary and use of the Account under the terms of these Programs constitutes acceptance of the terms of the Programs without modifying or amending this Agreement. By participating in any Program, you agree to the terms and conditions of such Program, and to receiving those Program terms and conditions electronically through the Embark Card Mobile app or at My.EmbarkCard.com.</p> <p>The value of this reward may constitute taxable income to you. You may be issued an Internal Revenue Service Form 1099 (or other appropriate form) that reflects the value of such a reward. Please consult your tax advisor, as neither we, nor our affiliates, provide tax advice.</p> <p>The Embark Card Rewards Program is governed by the Embark Card Rewards Terms and Conditions.</p> <p>The American Express insurances are governed by the American Express insurance terms and conditions My.EmbarkCard.com/docs/InsuranceTermsConditions.pdf</p> <p>The Amex Offers, experiences and benefits are governed by the Amex Offers terms and conditions <a href="https://www.americanexpress.com/en-us/benefits/offers/partner-terms/">https://www.americanexpress.com/en-us/benefits/offers/partner-terms/</a></p> |
| <b>Recurring Bill Payments</b>                                    | If you authorize a merchant to charge your Account on a recurring basis, you must notify the merchant when you want to discontinue the recurring payments, or in the event you or we close your Account, there is any change of Account number, or there is any change to your Card(s)' expiration date. You are solely responsible for notification of these changes and reinstating any recurring authorized transactions.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |
| <b>Assigning the Agreement</b>                                    | We may sell, transfer, or assign all or any part of your Agreement and your Account, and any amounts due on your Account, or our rights or obligations under your Account or this Agreement to any person or entity, without prior notice to you. We may do so at any time without notifying you. You may not sell, assign, or transfer your Account or any of your obligations under this Agreement.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |
| <b>Assigning claims</b>                                           | If you dispute a charge with a merchant, we may credit the Account for all or part of the disputed charge. If we do so, you assign and transfer to us all rights and claims (excluding tort claims) against the merchant. You agree that you will not pursue any claim against the merchant for the credited amount. And you must cooperate with us if we decide to do so.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |
| <b>We do not waive our rights</b>                                 | We may choose to delay enforcing or to not exercise rights under this Agreement for any reason. If we do this, we do not waive or limit our rights to exercise or enforce them on any other occasion.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |
| <b>Severability</b>                                               | If a term is found to be invalid under any applicable law, rule or regulation, then all other terms of this Agreement will still remain valid.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |
| <b>Governing law</b>                                              | The terms and enforcement of this Agreement and your Account shall be governed and interpreted in accordance with federal law and, to the extent state law applies, the law of the State of Utah, without regard to conflict of law principles, excluding Arbitration which is set forth herein. Except for as set forth in the previous sentence, the law of the State of Utah, where we and your Account are located and from which we extend credit to you, will apply no matter where you live or use the Account.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |
| <b>Certain State Disclosures</b>                                  | <p><b>California Residents:</b> A married applicant may apply for a separate account. After credit approval, each applicant shall have the right to use this account to the extent of any credit limit set by the creditor and each applicant may be liable for all amounts of credit extended under this account to each joint applicant.</p> <p><b>Ohio Residents:</b> The Ohio laws against discrimination require that all creditors make credit equally available to all credit-worthy customers, and that credit reporting agencies maintain separate credit histories on each individual upon request. The Ohio Civil Rights Commission administers compliance with this law.</p> <p><b>New York Residents:</b> New York residents may contact the New York State Department of Financial Services by telephone or visit its website for free information on comparative credit card rates, fees and grace periods. New York State Department of Financial Services: (800) 342-3736 or <a href="http://www.dfs.ny.gov">www.dfs.ny.gov</a>.</p> <p><b>Delaware Residents:</b> Service charges not in excess of those permitted by law will be charged on the outstanding balances from month to month. You may pay more than the minimum payment due, up to your entire outstanding balance, at any time.</p>                                                                                                                                                               |

## Arbitration Provision

This **ARBITRATION PROVISION** does not apply if you are a covered borrower under the Military Lending Act on the date this Account is opened. To the extent permitted under federal law, you and we agree that either party may elect to arbitrate – and require the other party to arbitrate – any Claim under the following terms.

**A. RIGHT TO REJECT:** You may reject this Arbitration Provision by mailing a personally signed rejection notice to Embark Card Services, P.O. Box 88943, Sioux Falls, SD 57109, certified mail, return receipt requested, within 75 days after the date the Account is opened. Any Rejection Notice must include your name, address, telephone number and Account number. No other person may submit a rejection notice for you. If you send a rejection notice, we will give you a credit for the standard cost of a letter sent by certified mail. Rejecting this Arbitration Provision will not affect any other provision of this Agreement.

**B. IMPORTANT WAIVERS:** If you or we elect to arbitrate a Claim, **YOU AND WE BOTH WAIVE THE RIGHT TO: (1) HAVE A COURT OR JURY DECIDE THE CLAIM; (2) PARTICIPATE IN A CLASS ACTION IN COURT OR IN ARBITRATION, WHETHER AS A CLASS REPRESENTATIVE, CLASS MEMBER OR OTHERWISE; (3) ACT AS A PRIVATE ATTORNEY GENERAL IN COURT OR IN ARBITRATION; OR (4) JOIN OR CONSOLIDATE CLAIM(S) WITH CLAIMS INVOLVING ANY OTHER PERSON IN COURT OR IN ARBITRATION.** Other rights are more limited in arbitration than in court or are not available in arbitration. The waivers in subsections (2)-(4) above are called the “Class Action and Multi-Party Waivers.” The arbitrator shall have no authority to conduct any arbitration inconsistent with the Class Action and Multi-Party Waivers or to issue any relief that applies to any person or entity except you or us individually.

**C. DEFINITIONS:** In this Arbitration Provision, the following definitions will apply: “You,” “your” and “yours” mean all persons whom we approve to accept or use the Account, and any person who agrees to be responsible for payment of the Account, and the heirs, executors and assigns of all of the foregoing. “We,” “us,” “our” and “ours” mean Celtic Bank; any servicer or any agent acting on behalf of Celtic Bank; all of their parents, wholly or majority owned subsidiaries and other affiliates; any predecessors, successors, and assigns of these entities; and all officers, directors, employees, agents, controlling persons and representatives thereof. These terms also include any party named as a co-defendant with us in a Claim (as defined in Section D of this Arbitration Provision) asserted by you, such as a credit reporting agency, a merchant accepting a credit card, a servicing company or a debt collector. “Claimant” means the party who asserts or seeks to assert a Claim in a lawsuit or arbitration proceeding. “Administrator” means either the American Arbitration Association (the “AAA”), 120 Broadway, Floor 21, New York, NY 10271, www.adr.org, or JAMS, 620 Eighth Avenue, 34th Floor, New York, NY 10018, www.jamsadr.com, provided that, if the Claimant seeks to assert a Claim in a class or multi-party basis, the Administrator must not have in place a formal or informal policy that is inconsistent with and purports to override the Class Action and Multi-Party Waivers set forth in Section B of this Arbitration Provision. The Claimant will select the Administrator by filing a Claim with the Administrator of that party’s choice. (If a Claimant files a lawsuit in court asserting Claim(s) that are subject to arbitration and the other party files a motion to compel arbitration, which is granted, it will be up to the Claimant to commence the arbitration proceeding.) If for any reason the selected Administrator is unable or unwilling to serve or continue to serve as Administrator, the other company will serve as Administrator. If neither the AAA nor JAMS is able or willing to serve as Administrator, you and we will mutually agree upon an Administrator or arbitrator, or the court will appoint the Administrator or arbitrator or arbitrators (in the case of a three-arbitrator panel provided for in Section H of this Arbitration Provision), subject to the limitations set forth above regarding the Class Action and Multi-Party Waivers.

**D. A “Claim”** means any legal claim, dispute or controversy between you and us that arises from or relates in any way to this Agreement, including, but not limited to, any dispute arising before the date of this Arbitration Provision and any dispute relating to: (1) any Card or Convenience Check; (2) your Account; (3) any transaction in your Account; (4) fees, charges or interest; (5) the events leading up to the Agreement (for example, any disclosure, advertisement, application, solicitation, promotion or oral or written statement, warranty or representation made by us); (6) an application for or denial of credit; (7) credit reporting; (8) benefit programs related to your Account including any reward program; (9) any product or service provided by or through us or third parties in connection with the Agreement and any associated fees; (10) the collection of amounts due and the manner of collection; (11) our use or failure to protect any personal information you give us in connection with this Agreement; (12) enforcement of any and all of the obligations a party hereto may have to another party; (13) compliance with applicable laws and/or regulations; or (14) the relationships resulting from the Agreement or any of the foregoing. “Claim” has the broadest possible meaning. It includes initial claims, counterclaims, cross-claims, third-party claims and federal, state, local and administrative claims and claims which arose before the effective date of this Arbitration Provision. It also includes disputes based upon contract, tort, consumer rights, fraud and other intentional torts, constitution, statute, regulation, ordinance, common law and equity and claims for money damages and injunctive or declaratory relief. However, “Claim” does not include any individual action brought by you in small claims court or your state’s equivalent court, unless such action is transferred, removed, or appealed to a different court. **Also, “Claim” does not include disputes about the validity, enforceability, coverage or scope of this Arbitration Provision or any part thereof (including, without limitation, this sentence, the Class Action and Multi-Party Waivers or, subparts (A) and (B) of Section K of this Arbitration Provision, captioned “SEVERABILITY”); all such disputes are for a court and not an arbitrator to decide. Notwithstanding the foregoing, the term “Claim” includes any dispute about the validity or enforceability of this Agreement, as a whole; any such Claim is for the arbitrator, not a court, to decide.**

**E. ELECTING OR REQUIRING ARBITRATION:** The Claimant may elect arbitration of a Claim by initiating an arbitration in accordance with the Administrator’s rules. The other party may elect arbitration by giving written notice of an election to arbitrate. This notice may be given after a lawsuit has been filed and may be given in papers or motions in the lawsuit. If such a notice is given, the Claim shall be resolved by arbitration under this Arbitration Provision and the applicable rules of the Administrator then in effect. It will be up to the Claimant to commence the arbitration proceeding. Even if all parties have opted to litigate a Claim in court, you or we may elect arbitration with respect to any Claim made by a new party or any Claim later asserted by a party in that or any related or unrelated lawsuit (including a Claim initially asserted on an individual basis but modified to be asserted on a class, representative or multi-party basis). Nothing in that litigation shall constitute a waiver of any rights under this Arbitration Provision. The Arbitrator will be selected under the Administrator’s rules, except that the arbitrator must be a lawyer with at least ten years of experience or a retired judge, unless you and we agree otherwise.

**F. LOCATION AND COSTS:** Any arbitration hearing that you attend will take place in a location that is reasonably near your residence or in another location agreed to by you and us. We will consider (and generally honor) any good faith request to bear the fees charged by the Administrator and the arbitrator. We will pay the reasonable and actual expense of our attorneys, experts and witnesses, regardless of which party prevails in the arbitration, and we will pay all such reasonable and actual fees of yours if you prevail in an arbitration where you are the Claimant (even if we are not required to pay such fees under applicable law). We will also pay all such fees we are required to bear: (a) under applicable law; or (b) in order to enforce this Arbitration Provision.

**G. DISCOVERY; GETTING INFORMATION:** Either party may obtain from the other party prior to the hearing any information available under the Administrator’s rules or any relevant information the arbitrator determines should in fairness be made available.

**H. EFFECT OF ARBITRATION AWARD:** Any state or federal court with jurisdiction and venue may enter an order enforcing this Arbitration Provision, enter judgment upon the arbitrator’s award and/or take any action authorized under the Federal Arbitration Act, 9 U.S.C. §§1 et seq. (the “FAA”). For any arbitration-related proceedings in which courts are authorized to take actions under the FAA, each party hereto expressly consents to the non-exclusive jurisdiction and venue of any state court of general jurisdiction or any state court of equity that is reasonably convenient to you, provided that the parties to any such judicial proceeding shall have the right to initiate such proceeding in federal court or remove the proceeding to federal court if authorized to do so by applicable federal law. The arbitrator’s award will be final and binding, except for: (1) any appeal right under the FAA; and (2) Claims involving more than \$50,000. For Claims involving more than \$50,000 (including claims where the cost of any requested injunctive or declaratory relief would potentially exceed \$50,000), if permitted by the rules of the Administrator, any party may appeal the award to a three-arbitrator panel appointed by the Administrator, which will reconsider de novo any aspect of the initial award that is appealed. The panel’s decision will be final and binding, except for any appeal right under the FAA. Costs of any appeal will be governed by Section F above. No arbitration award involving the parties will have any preclusive effect as to issues or claims in any dispute involving anyone who is not a party to the arbitration, nor will an arbitration award in prior disputes involving other parties have a preclusive effect in an arbitration between the parties to this Agreement.

**I. GOVERNING LAW/ARBITRATION:** This Arbitration Provision is made pursuant to a transaction involving interstate commerce and shall be governed by the FAA, and not by any state law concerning arbitration. The arbitrator shall follow applicable substantive law to the extent consistent with the FAA, applicable statutes of limitation and applicable privilege rules, and shall be authorized to award all remedies permitted by applicable substantive law, including, without limitation, compensatory, statutory and punitive damages (subject to constitutional limits that would apply in court), declaratory, injunctive and other equitable relief, and attorneys’ fees and costs. Upon the timely request of either party, the arbitrator shall write a brief explanation of the basis of his or her award. The arbitrator will follow rules of procedure and evidence consistent with the FAA, this Arbitration Provision and the Administrator’s rules.

**J. SURVIVAL; PRIMACY:** This Arbitration Provision shall survive your full payment of amounts due on your Account under the Agreement; termination or cancellation of the Agreement; our sale, assignment or transfer of the Agreement, the Account or any Account receivables; any legal proceeding to collect a debt owed by you; any bankruptcy or insolvency; and any postponement of payments, waiver of payments or modification granted pursuant to the Agreement. In the event of any conflict or inconsistency between this Arbitration Provision and the Administrator’s rules or the Agreement, this Arbitration Provision will govern.

## Arbitration Provision (cont'd)

**K. SEVERABILITY:** If any portion of this Arbitration Provision cannot be enforced, the rest of the Arbitration Provision will continue to apply, except that (1) the entire Arbitration Provision (other than this sentence) shall be null and void with respect to any Claim asserted on a class, representative or multi-party basis if the Class Action and Multi-Party Waivers are held to be invalid, subject to any right to appeal such holding, and (2) if a Claim is brought seeking public injunctive relief and a court determines that the restrictions in the Class Action and Multi-Party Waivers prohibiting the arbitrator from awarding relief on behalf of third parties are unenforceable with respect to such Claim (and that determination becomes final after all appeals have been exhausted), the Claim for public injunctive relief will be determined in court and any individual Claims seeking monetary relief will be arbitrated. In such a case the parties will request that the court stay the Claim for public injunctive relief until the arbitration award pertaining to individual relief has been entered in court. In no event will a Claim for public injunctive relief be arbitrated.

**L. NOTICE OF CLAIM; RIGHT TO RESOLVE; SPECIAL PAYMENT:** Prior to initiating, joining or participating in any judicial or arbitration proceeding, whether individually, as a class representative or participant or otherwise, regarding any Claim, the Claimant shall give the other party written notice within 7 days of the Claim (a "Claim Notice") and a reasonable opportunity, not less than 30 days, to resolve the Claim. Any Claim Notice you send must include your name, address, telephone number and Account number. Any Claim Notice must explain the nature of the Claim and the relief that is demanded. You may only submit a Claim Notice on your own behalf and not on behalf of any other party. The Claimant must reasonably cooperate in providing any information about the Claim that the other party reasonably requests. If: (1) you submit a Claim Notice in accordance with this paragraph on your own behalf (and not on behalf of any other party); (2) we refuse to provide the relief you request before an arbitrator is appointed; and (3) an arbitrator subsequently determines that you were entitled to such relief (or greater relief), the arbitrator shall award you at least \$7,500 plus any arbitration fees and attorneys' fees and costs to which you may be entitled under this Arbitration Provision or applicable law.

## Billing Rights Summary

### YOUR BILLING RIGHTS: KEEP THIS DOCUMENT FOR FUTURE USE

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

### WHAT TO DO IF YOU FIND A MISTAKE ON YOUR STATEMENT

If you think there is an error on your statement, write to us at: Embark Card Services, P.O. Box 88943, Sioux Falls, SD 57109. 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 or electronically. 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 set forth in this Billing Rights Summary, you do not have to pay the first \$50 of the amount you question even if your bill is correct.

### YOUR RIGHTS IF YOU ARE DISSATISFIED WITH YOUR CARD PURCHASES:

If you are dissatisfied with the goods or services that you have purchased with your Card, and you have tried in good faith to correct the problem with the merchant, you may have the right not to pay the remaining amount due on the purchase.

To use this right, all of the following must be true:

1. The purchase must have been made in your home state or within 100 miles of your current mailing address, and the purchase price must have been more than \$50. (Note: Neither of these is necessary if your purchase was based on an advertisement we mailed to you, or if we own the company that sold you the goods or services.)
2. You must have used your Card for the purchase. Purchases made with Cash Advances from an ATM or with a check that accesses your 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 or electronically at: Embark Card Services, P.O. Box 88943, Sioux Falls, SD 57109 or via the Embark Card Mobile app or at My.EmbarkCard.com if you have online access to your Account.

While we investigate, the same rules apply to the disputed amount as discussed in this Billing Rights Summary. 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.

If a disputed transaction is resolved between you and us in your favor, you agree that you have assigned to us, without further action, all rights and claims that you may have against any merchant relating to such dispute.

This credit card program is issued by Celtic Bank, Member FDIC, pursuant to a license from American Express®.

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## Rates and Fees Table

| Interest Rates                                                                                                                     |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         | Note that promotional rates may apply for a limited time as specified in initial offers. |
|------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------|
| Annual Percentage Rate (APR) for Purchases                                                                                         | <b>22.99% to 31.99%.</b> This APR will vary with the market based on the Prime Rate.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |                                                                                          |
| APR for Balance Transfers                                                                                                          | <b>22.99% to 31.99%.</b> This APR will vary with the market based on the Prime Rate.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |                                                                                          |
| APR for Cash Advances                                                                                                              | <b>31.99%.</b> This APR will vary with the market based on the Prime Rate.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |                                                                                          |
| Penalty APR                                                                                                                        | <b>None</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |                                                                                          |
| Paying Interest                                                                                                                    | Your due date is at least 25 days after the close of each billing period unless otherwise specified by a promotional offer. Billing periods can range from 28 to 33 days. We will begin charging interest on cash advances, non-promotional balance transfers, and check transactions on the transaction date. We may adjust the interest rate on your promotional offer(s) (if applicable) and charge you interest at the APR for Purchases, beginning with the next billing cycle, if you have not made a payment on your Account for two consecutive billing cycles. |                                                                                          |
| Minimum Interest Charge                                                                                                            | In the event you have interest due, our minimum interest charge during any billing cycle is \$1.00.                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |                                                                                          |
| For Credit Card Tips from the Consumer Financial Protection Bureau                                                                 | <b>To learn more about factors to consider when applying for or using a credit card, visit the Consumer Financial Protection Bureau website at <a href="http://www.consumerfinance.gov/learnmore">http://www.consumerfinance.gov/learnmore</a>.</b>                                                                                                                                                                                                                                                                                                                     |                                                                                          |
| Fees                                                                                                                               |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |                                                                                          |
| Annual Membership Fee                                                                                                              | <b>None</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |                                                                                          |
| Transaction Fees <ul style="list-style-type: none"><li>Balance Transfer</li><li>Cash Advance</li><li>Foreign Transaction</li></ul> | <b>\$5 or 4%</b> of the amount of each transaction, whichever is greater.<br><b>\$5 or 4%</b> of the amount of each transaction, whichever is greater.<br><b>4%</b> of each transaction after conversion to U.S. dollars.                                                                                                                                                                                                                                                                                                                                               |                                                                                          |
| Penalty Fees <ul style="list-style-type: none"><li>Late and Returned Payments</li><li>Overlimit</li></ul>                          | <b>\$29</b> per late or returned payment.<br><b>None</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |                                                                                          |
| Other Fees <ul style="list-style-type: none"><li>Re-Open Account</li></ul>                                                         | <b>\$29</b> if your Account is closed and you request us to re-open it.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |                                                                                          |

**How We Will Calculate Your Balance:** We use a method called “average daily balance (including new purchases).” See “How we calculate interest” in the Cardmember Agreement.

**APR for Purchases and Balance Transfers:** To determine the variable APR for purchases and balance transfers, we add a margin of 15.49% to 24.49% to the Index (Prime Rate).

**APR for Cash Advances:** To determine the variable APR for cash advances, we add a margin of 24.49% to the Index (Prime Rate).

**Loss of Promotional APR:** We may adjust the interest rate on your promotional offer(s) (if applicable) and charge you interest at the APR for Purchases, beginning with the next billing cycle, if you have not made a payment on your Account for two consecutive billing cycles.

**Variable Rates:** Variable APRs are based on the Prime Rate as described in the “Determining the Prime Rate” section in the Cardmember Agreement. When the Prime Rate changes, the resulting changes to variable APRs take effect as of the first day of the billing period.

**Prime Rate:** The Index for variable APRs is based on the Prime Rate. See “Determining the Prime Rate” in the Cardmember Agreement.

**Balance Transfers and Cash Advances:** Your Account may not be eligible for Balance Transfers or Cash Advances at all times. We may make Balance Transfers and Cash Advances available to you as we determine in our sole discretion.