

## ACCOUNT OPENING DISCLOSURES AND PRICING INFORMATION

### IMPORTANT INFORMATION FOR OPENING A NEW ACCOUNT

To help the United States fight the funding of terrorism and money laundering activities, U.S. law requires us, like other financial institutions, to obtain, verify, and record information that identifies each customer that opens an Account.

What this means for you: When you open an account with us, we will ask for your name, address, date of birth, social security number, and other identifying information that will assist us with identifying you. We may also ask to see your photo identification (driver's license) or other identifying documents.

As used in this document, "you" and "your" mean any person submitting an application for credit, and "we," "us," and "our," mean Celtic Bank as issuer of the credit card account.

| Interest Rates and Interest Charges                                |                                                                                                                                                                                                                                                                                        |
|--------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Annual Percentage Rate (APR) for Purchases                         | <b>35.90%</b>                                                                                                                                                                                                                                                                          |
| APR for Cash Advances                                              | <b>35.90%</b>                                                                                                                                                                                                                                                                          |
| Paying Interest                                                    | Your payment due date is at least 25 days after the close of each billing cycle. We will not charge you any interest on purchases if you pay your entire account balance by the payment due date each month. We will begin charging interest on cash advances on the transaction date. |
| Minimum Interest Charge                                            | None                                                                                                                                                                                                                                                                                   |
| For Credit Card Tips from the Consumer Financial Protection Bureau | To learn more about factors to consider when applying for or using a credit card, visit the website of the Consumer Financial Protection Bureau at <a href="http://www.consumerfinance.gov/learnmore">http://www.consumerfinance.gov/learnmore</a> .                                   |

| Fees                        |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |
|-----------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Set up and Maintenance Fees | <p>NOTICE: Some of these set-up and maintenance fees will be assessed before you begin using your card and will reduce the amount of credit you initially have available. For example, if you are assigned the minimum credit limit of <b>\$700</b>, your initial available credit will be <b>\$525</b> (or <b>\$485</b> if you choose to have an Additional Card and Premium Card).</p> <p>You may still reject this plan, provided that you have not yet used the card or paid a fee after receiving a monthly billing statement. If you do reject the plan, you are not responsible for any fees or other charges.</p> <ul style="list-style-type: none"> <li>Annual Fee <b>\$175</b> introductory fee for the first year, thereafter <b>\$49</b> annually</li> <li>Monthly Maintenance Fee <b>\$0</b> introductory fee for the first year, then <b>\$231</b> thereafter (billed <b>\$19.25</b> per month).</li> <li>Additional Card Fee <b>\$30</b> (one-time, if applicable)</li> <li>Premium Card Fee <b>\$9.95</b> (one-time, if applicable)</li> </ul> |
| Transaction Fees            | <ul style="list-style-type: none"> <li>Cash Advance Either <b>\$10</b> or <b>3%</b> of the amount of each Cash Advance, whichever is greater.</li> <li>Foreign Transaction <b>3%</b> of each transaction in U.S. dollars.</li> </ul>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |
| Penalty Fees                |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |

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|--------------------|-------------------|
| • Late Payment     | Up to <b>\$41</b> |
| • Returned Payment | Up to <b>\$41</b> |

**How We Will Calculate Your Balance:** We use a method called "average daily balance (including new purchases)."

**Billing Rights:** Information on your rights to dispute transactions and how to exercise those rights is provided in your cardholder agreement.

**Monthly Periodic Rate and Corresponding ANNUAL PERCENTAGE RATE (APR).** Interest charges for purchases and cash advances are calculated at a monthly periodic rate of **2.9917%**, which is a corresponding APR of **35.90%**. We calculate the monthly periodic rate by dividing the APR by 12 months.

#### **OTHER IMPORTANT DISCLOSURES:**

**Authorization.** By submitting this application, you understand and agree that we will rely on the information provided here in making this credit decision, and you certify that such information is accurate and complete to the best of your knowledge. If we open an account based on this application, you will be individually liable for all authorized charges and for all fees referred to in the most recent cardholder agreement, which will be mailed to you together with your card if your application is approved, and which may be amended from time to time. We may request consumer credit reports about you for evaluating this application, reviewing account credit limits, servicing and collection purposes, and other legitimate purposes associated with your account. Upon request, we will inform you if a consumer report was requested and provide you with the name and address of the consumer reporting agency that furnished the report.

By providing us with a telephone number for a cellular phone or other wireless device, including a number that you later convert to a cellular number, you are expressly consenting to receiving communications - including but not limited to prerecorded or artificial voice message calls, text messages, and calls made by an automatic telephone dialing system - from us, our servicers, and agents at that number. If you provide telephone number(s) for which you are not the subscriber, you understand that you shall indemnify us for any costs and expenses, including reasonable attorneys' fees, incurred as a result of us attempting to contact you at the number(s). This express consent applies to each telephone number you provide to us now or in the future and permits such calls for non-marketing purposes. Calls and messages may incur access fees from your cellular provider. By submitting this application, you also agree that we may verify your address, and all other information provided through credit reporting agencies, third parties, and records maintained by federal and state agencies, and you waive any rights of confidentiality you may have in that information under Applicable Law. By submitting this application, you certify that you have read and understood these Account Opening Disclosures and Pricing Information, and you agree to the terms of this credit application.

By providing us with your email address, you agree to receive correspondence electronically from us and our affiliates and service providers. We may communicate with you by e-mail for any lawful or business purpose.

By submitting this application, you also agree that we may verify your address, and all other information provided through credit reporting agencies, third parties, and records maintained by federal and state agencies, and you waive any rights of confidentiality you may have in that information under Applicable Law. By submitting this application, you certify that you have read and understood these Account Opening Disclosures and Pricing Information, and you agree to the terms of this credit application.

**Authorization for the Social Security Administration to Disclose Your Social Security Number Verification:** In connection with your application for this account and by clicking the ACCEPT AND SUBMIT button, you authorize the Social Security Administration (SSA) to verify and disclose to us, and our service provider Early Warning Services, LLC, whether the name, Social Security Number (SSN) and date of birth you have submitted matches the information in SSA records. This one-time consent is valid for the next 90 days.

**Applicable Law.** This Agreement and your Account are governed by and construed in accordance with applicable federal law and, to the extent not preempted by federal law, by the laws of Utah ("Applicable Law"), except the Arbitration Provision, which is governed by the Federal Arbitration Act ("FAA"), 9 U.S.C. § 1-9. This Agreement is entered into between you and us in Utah, regardless of the state of your residence or whether or not your Account or Card is used in Utah. Our decisions regarding the extension of credit to you are made in the State of Utah.

#### **FEES AND OTHER CHARGES**

Your account may be subject to the following Fees and Other Charges, each of which may be charged to your account:

**Additional Card Fee.** Your account will be assessed a one-time fee ("Additional Card Fee") of \$30 for each authorized user you add to your Account.

**Premium Card Fee.** Your account will be assessed a one-time premium card fee of **\$9.95** if you elect to receive a premium card. Your initial available credit limit may be reduced by the assessment of this fee.

## **STATE DISCLOSURES**

**California Residents.** A married applicant may apply for a separate account. As required by law, you are hereby notified that a negative credit reporting reflecting on your credit record may be submitted to a Consumer Reporting Agency if you fail to fulfill the terms of your credit obligations. After credit approval, each applicant shall have the right to use the account up to the limit of the account. Each applicant may be liable for amounts extended under the plan to any joint applicant.

**Delaware Residents.** Service charges not in excess of those permitted by law will be charged on the outstanding account balances from month to month.

**Kentucky Residents.** You may pay the unpaid balance of your account in whole or in part at any time.

**Maryland Residents.** If you are a Maryland resident at account opening or become one while maintaining this account, we hereby specifically elect to extend credit under Section 12-103(a)(1) of the Maryland Interest and Usury statute and operate this revolving credit account under the Maryland Revolving Credit Accounts statute (Md. Com. Law Code § 12-103(a)(1) and §§ 12-501 et seq.). This election governs your account except where federal law preempts Maryland law or where Utah law applies as permitted by federal law. These Maryland statutes establish specific protections and obligations for your account while preserving our ability to apply Utah law where federally authorized.

**New York and Vermont Residents.** We may obtain a consumer report for any legitimate purpose in connection with your account or your application, including but not limited to reviewing, modifying, renewing and collecting on your account. Upon your request, we will inform you of the names and addresses of any Consumer Reporting Agencies that have furnished the reports. New York residents may contact the New York State Banking Department (1-800-342-3736) to obtain a comparative list of credit card rates, fees and grace periods.

**Ohio Residents.** The Ohio laws against discrimination require that all creditors make credit equally available to all credit worthy customers, and that Consumer Reporting Agencies maintain separate credit histories on each individual upon request. The Ohio Civil Rights Commission administers compliance with this law.

**Married Wisconsin Residents.** No provision of any marital property agreement, unilateral statement, or court order applying to marital property will adversely affect a creditor's interests unless prior to the time credit is granted, the creditor is furnished with a copy of the agreement, statement, or court order, or has actual knowledge of that provision. Married Wisconsin residents are required to contact us at Cardholder Services, P.O. Box 3220, Buffalo, NY 14240-3220 to provide the name and address of your spouse.

**Arbitration Provision.** By submitting this application for credit to us, you agree that any claim, controversy, or dispute ("Claim") that arises out of or in any way relates to this application and the disclosures contained herein (the "Claims") shall be resolved exclusively by mutual binding bilateral arbitration in accordance with the terms set forth below. Likewise, upon receipt of this application, we agree to arbitrate any claims we have against you according to the same terms. Without limiting the generality of the foregoing, the term Claims means any Claims arising out of or relating to conduct leading to or occurring during the application process, the decision to grant or deny you credit, a credit card or credit card account, credit reporting or the use of credit reports, claims arising from data collection, data breaches, privacy rights including alleged violation of wiretapping statutes, the E-Sign Act, the Telephone Consumer Protection Act, website use, content, or tracking, and, generally, the marketing, advertising, or application process for or relating to your application for credit or the provision of these disclosures.

**CARDHOLDERS COVERED BY THE MILITARY LENDING ACT.** Notwithstanding any other provision of this Agreement, if you are a "covered borrower" under the Military Lending Act, as defined in at 32 CFR § 232.3(g), the Arbitration Provision does not apply to you.

a) This Arbitration Provision ("Provision") is contained in a contract evidencing interstate commerce and is governed by the Federal Arbitration Act ("FAA"), 9 U.S.C. Sections 1-16.

b) Arbitration in accordance with this Provision shall be conducted by the American Arbitration Association ("AAA") by a single arbitrator (the "Arbitrator") using the applicable rules and procedures established by the AAA for expedited consumer arbitration. To the extent any of the AAA's rules and procedures contradict the express terms of the Provision, the Provision shall control, and the contradictory portions of the AAA's rules and procedures shall not apply.

- c) The Arbitrator shall apply substantive law consistent with the FAA and shall honor applicable statutes of limitations and claims of privilege.
- d) You or we may choose to have a hearing, appear at any hearing by phone or other electronic means, and/or be represented by counsel. Any in-person arbitration hearing or proceeding shall be held in the same city as the U.S. District Court closest to your billing address unless you and we agree otherwise.
- e) The Arbitrator has no authority to conduct class, joint, private attorney general or consolidated arbitration proceedings on any Claim and may award relief only on an individual basis. Claims brought as part of a class action, or any other representative action can be arbitrated only on an individual basis. In arbitration, neither you nor we may pursue a Claim as part of a class action or other representative action. Claims of two (2) or more persons may not be combined in the same arbitration.
- f) In the event the AAA or its rules and procedures are unavailable for any reason, you or we may agree to a substitute Arbitrator, and, if you and we are unable to agree, you or we may ask a court to appoint a substitute Arbitrator to arbitrate under comparable rules and procedures. The unavailability of the AAA or its rules and procedures shall not render the Provision unenforceable.
- g) The Provision covers any Claim arising out of or in any way relating to the Provision itself. All issues of arbitrability must be arbitrated, including but not limited to whether the Provision or any of its terms is enforceable or applicable.
- h) The Provision remains in full force and effect unless you and we otherwise agree in writing to set the Provision aside. The Provision survives, for example but without limitation, the denial of your application for credit, the cancellation or termination of any account issued to you, the satisfaction of any obligations under any cardholder agreement or account that may be opened or become effective, the transfer, sale, or assignment of this application, any cardholder agreement or account or any rights under any of the foregoing, and the bankruptcy of any party.
- i) Each of the following persons or entities is an intended beneficiary of the Provision and may enforce the Provision in full with respect to any Claims between such persons or entities on the one hand and you on the other: Continental Finance Company, as service provider to us, and any of its, or our past, present, and future employees, agents, principals, representatives, directors, officers, shareholders, governors, managers, members, parent companies, subsidiaries, affiliated entities, partners, licensees, attorneys, predecessors, successors, joint venturers, contractors, assigns, designees, servicers, and any other "service provider" (defined as any third party providing us or any of the foregoing entities or persons any goods or services that arise out of or in any way relate to the disclosures or this application).
- j) The Provision may be enforced by or against any person or entity purporting to bring Claims on your behalf, including but not limited to any agent, representative, guardian, or trustee. The Provision may also be enforced by or against any person or entity who acquires any right or interest that, but for the transfer of the right or interest, would have belonged to us or an intended beneficiary of the Provision. You and we shall retain the right to bring in the small claims court for the county of your residence any claims that are within the small claims court's jurisdiction. In the event of the foregoing, and pursuant to the applicable AAA Rules, you or we may instruct the Arbitrator to close the arbitration proceedings for the Claim to proceed in the small claims court for the county of your residence. Any appeal or other review of a small claims court judgment or order shall be undertaken exclusively by arbitration in accordance with the Provision.
- k) If any part of the Provision is found unenforceable, subject to any rights to judicial and/or appellate review, the offending part shall be severed and the balance of the Provision shall remain in effect and shall be construed in light of the express intent of you and us to resolve all claims on a bilateral basis in binding arbitration, except that: (1) if all or any portion of subpart (e) is declared invalid in a proceeding between you and us, without in any way impairing the right to appeal such decision, this entire Provision (other than this sentence) shall be null and void in such proceeding; and (2) if a Claim is brought seeking public injunctive relief and a court determines that the restrictions in subpart (e) or elsewhere in this Provision 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 the event that any Claim is permitted to proceed in court as a result of the application of sub-part (1) of this sub-paragraph or otherwise, it will be heard by a judge sitting without a jury on an individual, not class action basis, unless this jury trial and/or class action waiver is prohibited by law.
- l) If your application is approved, your cardholder agreement will contain a binding arbitration provision. Upon the effective date of the cardholder agreement, all Claims subject to arbitration under this Provision shall also be Claims that must be arbitrated pursuant to the arbitration provision of the cardholder agreement. In the event of a conflict between this Provision and the arbitration provision contained in the cardholder agreement, the terms of the latter will govern. The arbitrator selected in accordance with the cardholder agreement will determine any dispute as to which arbitration provision or terms govern. For avoidance of doubt, if your application for credit is denied or the cardholder agreement does not become effective for any reason, this Provision will continue to govern resolution of all Claims between or among you, us, or any intended beneficiary.

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Surge<sup>®</sup> is issued by Celtic Bank, pursuant to a license from Mastercard International.

Continental Finance Company provides services for your account but is not a bank. The bank issuing your card will be identified on the back of your credit card and in your cardholder agreement, which governs your use of the account. This is a credit solicitation only. Continental Finance Company is not the lender. Information received will be shared with one or more third parties in connection with your credit inquiry.