

IMPORTANT INFORMATION REGARDING RATES, FEES, AND OTHER COSTS

Interest Rates and Interest Charges	
Annual Percentage Rate (APR) for Purchases	27.74% to 35.99% when you open your account, based on your creditworthiness. After that, your APR will vary with the market based on the Prime Rate.
How to Avoid Paying Interest on Purchases	Your due date is at least 25 days after the close of each billing cycle. We will not charge you any interest on new purchases if you pay your entire balance by the due date each month.
Minimum Interest Charge	If you are charged interest, the charge will be no less than \$1.00.
For Credit Card Tips from the Consumer Financial Protection Bureau	To learn more about factors to consider when applying for or using a credit card, visit the website of the Consumer Financial Protection Bureau at http://www.consumerfinance.gov/learnmore

Fees	
Annual Fee	NOTICE: The Annual Fee will be assessed on the last day of your first billing cycle and will reduce the amount of credit you initially have available. For example, if you are assigned the minimum credit limit of \$400, your initial available credit will be only about \$301. \$0, \$49 or \$89 based on creditworthiness
Transaction Fees Foreign Transaction Fee	3% of each transaction amount in U.S. dollars.
Penalty Fees - Late Payment - Returned Payment	- Up to \$41 - Up to \$41
Other Fees Paper Statements	\$1.99 per statement. To avoid this fee, enroll in paperless billing.

How We Will Calculate Your Balance: We use a method called Daily Balance (including new Transactions).

Explanation of Variable Rates: Variable APRs are based on the Prime Rate. To determine the Prime Rate each Billing Cycle, we use the highest Prime Rate published in the "Money Rates" section of the digital edition of *The Wall Street Journal*. As of September 17, 2025, the Prime Rate is 7.25%. To determine your APR, we assign to you a margin based on your creditworthiness and apply this margin to the Prime Rate. Purchase Balance margins currently range from 20.49% to 32.49%. Your APR will not exceed 35.99%.

The issuer of the World Finance Smile Credit Card is Continental Bank Salt Lake City, Utah.

The information above was printed on and accurate as of your Account open date. After this date, the terms may have changed. You should contact us at World Finance on behalf of Continental Bank PO Box 6429 Greenville, SC 29606 for any change in this information since it was printed.

TERMS & CONDITIONS

When you submit an application for credit to us, you are agreeing to the following terms and conditions. You also represent that the information you are providing is verifiable and accurate. If approved: (1) your Account will be governed by the terms of the World Finance Smile Visa Credit Card Agreement ("Agreement") provided when the Account is issued, and (2) we will inform you of the terms specific to your Account, including your APRs and credit limit. The Account is intended for personal, family, or household use.

Credit Reports

You authorize Continental Bank and its service providers, including World Finance, to obtain credit reports and other information about you from consumer reporting agencies and other sources, including information about your credit or deposit accounts with other financial institutions. We may use this information to determine whether to approve your application, in the servicing and administration of your Account, to offer enhanced or additional products or services to you,

and for other purposes permitted by law. If you ask us, we will tell you whether we obtained a credit report and the names and addresses of the credit bureaus from which we obtained a report about you.

Communications

By submitting an application, you agree that we and our service providers, including World Finance, may contact you regarding your application at any phone number, email address, or mailing address that you provide to us. This includes communications to mobile devices. This includes contacts initiated through an autodialer, text message, email, or that deliver a prerecorded or artificial voice (including AI). Message and data rates may apply.

Rates, Fees, and Terms May Change

Your Account's APRs, fees, and other terms may change in accordance with your Agreement.

Rewards

Rewards terms are available at <https://apply.cardsbyworld.com/rewards.pdf> Rewards terms are subject to change.

USA PATRIOT Act

Federal law requires all financial institutions to obtain, verify, and record information that identifies each person who opens an account. We require the following information or documents as a condition to your opening an account: your name, residential address, date of birth, Social Security number, driver's license or other identifying documents.

Military Lending Act

Federal law provides important protections to active-duty 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%. This rate must include, as applicable to the credit transaction or account: (1) the costs associated with credit insurance premiums; (2) fees for ancillary products sold in connection with the credit transaction; (3) any application fee charged (other than certain application fees for specified credit transactions or accounts); and (4) any participation fee charged (other than certain participation fees for a credit card account). If you are a Covered Borrower and would like to hear important Military Lending Act disclosures and a description of the payment obligations for this credit card, please call 877-620-0070.

Arbitration Agreement

Your Agreement contains an arbitration agreement that will apply to you unless you are a Covered Borrower under the Military Lending Act or you timely exercise your right to opt-out.

State Disclosures

(1) MARRIED WISCONSIN RESIDENTS: You agree that (a) no provision of any marital property agreement, unilateral statement under the Wisconsin Marital Property Law or court decree will adversely affect our interests unless, prior to the time credit is granted, we are given a copy of the agreement, statement, or decree or we have actual knowledge of the adverse provision. (2) CALIFORNIA RESIDENTS: An applicant, if married, may apply for a separate account. Applicants: (a) may, after credit approval, use the credit card account up to its credit limit; (b) may be liable for amounts extended under the plan to any joint applicant. As required by law, you are hereby notified that a negative credit report reflecting on your credit record may be submitted to a credit reporting agency if you fail to fulfill the terms of your credit obligations. (3) OHIO RESIDENTS: 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 on request. The Ohio Civil Rights Commission administers compliance with this law. (4) NEW YORK RESIDENTS: 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. NY State Dept of Financial Services: 1-800-342-3736 or visiting https://www.dfs.ny.gov/consumers/banking_money. (5) NEW YORK, RHODE ISLAND, AND VERMONT RESIDENTS: We may obtain your credit reports, for any legitimate purpose associated with the account or the application or request for an account, including but not limited to reviewing, modifying, renewing and collecting on your account. At your request, you will be informed if such a report was ordered. If so, you will be given the name and address of the consumer reporting agency furnishing the report. (6) DELAWARE AND OREGON RESIDENTS: Service charges not more than 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.

World Finance Smile™ Visa® Credit Card Agreement

The World Finance Smile Visa credit card is issued by Continental Bank, Salt Lake City, UT, pursuant to a license from VISA.

AGREEMENT	
AGREEMENT	This World Finance Smile Visa Credit Card Agreement and the accompanying Account Pricing Table (collectively, the “Agreement”) is a legal contract between you (“Accountholder”) and Continental Bank, Salt Lake City, UT (including its successors and assigns, “Issuer,” “we,” “us” and “our”). The servicer of your Account is WAC Credit Card Services, LLC d/b/a World Finance (“Servicer” or “World Finance”). This Agreement contains the terms and conditions that govern your Account. Please review this Agreement carefully and keep for your records. This Agreement and any change-in-terms notices we send you constitute the final written expression with us and may not be contradicted by evidence of any alleged oral agreement.
ACCEPTING THE TERMS OF THIS AGREEMENT	The Agreement is effective on the earlier of 15 days after we provide you with a copy of this Agreement, or you or an Authorized User first uses the Card or the Account.
YOUR PROMISE TO PAY	You promise to pay to us all amounts charged to your Account, including any applicable Interest Charges and fees. This includes Transactions you make, whether or not you presented your Card or signed for the Transaction; Transactions made by an Authorized User; Transactions made by others if you or an Authorized User allowed them to use your Card or Account; and any fees and Interest Charges.
SERVICER	World Finance is the servicer of your Account. In that capacity, World Finance may act, including through the use of service providers, on our behalf by performing our obligations or enforcing our rights under this Agreement.
CHANGES TO THIS AGREEMENT	We may change, add, or delete terms of this Agreement for any reason and at any time, subject to applicable law. This includes changes, additions, or deletions relating to, without limitation, rates, fees, benefits, rewards, services, features, and other provisions. When required by law, we will provide advance notice of the changes, additions, or deletions. If you have the right to reject changes, additions, or deletions, we will provide instructions on how to reject the changed terms. This may be enclosed with or appear on your Billing Statement or in a separate notice, either of which may be sent to you electronically if permitted by applicable law.
ASSIGNMENT & ENFORCEMENT	We may transfer any or all of our rights and obligations under this Agreement to a third party. However, you are not permitted to sell, assign, or transfer your Account or any of your responsibilities under this Agreement. Our rights under this Agreement remain intact even if we delay or fail to enforce them. Except as set forth in the Arbitration Agreement, should any provision of this Agreement be deemed unenforceable, the remaining provisions will continue to be in full effect.

ACCOUNT USE	
LAWFUL USE & RESTRICTED USE	You agree to use the Account and each Card solely for lawful Transactions. We may ask for a Card to be returned to us or to any merchant or financial institution where it was used. A Card becomes invalid after its expiration date, but we can suspend, cancel, replace, or renew it at any time. We reserve the right to decline any Transactions, including any quasi-cash or cash-equivalent Transactions, such as cryptocurrency, money orders, gambling chips, and other items that function as or can be converted to cash. You may not use the Balance Transfer feature on this Account to pay any amount you owe us or Servicer.
AUTHORIZED USERS	Adding Authorized Users & Your Liability If your Account is eligible, you can request additional Cards for Authorized Users at no extra cost. Your Account might not be eligible to add an Authorized User. We will request specific information about Authorized Users when adding them to your Account. You are responsible for all use of the Card(s) and the Account by any Authorized User and anyone else they or you allow (directly or indirectly) to use them. If the Authorized User is your spouse, we will furnish credit information about them to the credit reporting agencies in connection with the Account. We may also furnish credit information about other Authorized Users. Removing Authorized Users & Your Liability To remove an Authorized User from your Account, contact us and request their removal. You must immediately destroy all Cards in their possession and cancel any arrangements they have set up on your Account. The Authorized User will be able to use their Card until you notify us of their removal. You are responsible for all Transactions an Authorized User makes on the Account before you request their removal from the Account, even if these Transactions post to the Account after such request. Authorized Users can also request to remove themselves from your Account. Our Rights Regarding Authorized Users At our discretion and without prior notice, we may restrict any Authorized User’s ability to use the Card(s) or your Account for any reason. To facilitate their removal, we may close your existing Account and issue a new Account with a new Account number.
CREDIT LIMIT & TRANSACTION AUTHORIZATION	Your Credit Limit was disclosed to you at Account opening and set forth on your Billing Statement and through online account servicing. Transactions may be deducted from your Available Credit at the time the Transaction is authorized even though it might not yet have posted to your Account. We reserve the right to decline any Transaction that exceeds your Available Credit. We are not responsible for any fees or losses that may occur if our services are unavailable due to circumstances beyond our control, if we do not authorize a Transaction, or if your Card is declined for any reason.
LIABILITY FOR UNAUTHORIZED USE	You must take reasonable steps to prevent the unauthorized use of your Card and Account including digital access and, if issued, convenience checks. If you notice the loss or theft of your Card or a possible unauthorized use of your Card, you should write to us immediately at the address listed on your Billing Statement, or call us at 877-620-0070. You will not be liable for any unauthorized use.
MERCHANT SURCHARGES, REFUNDS, AND RECURRING TRANSACTIONS	Merchant Surcharges and Refunds We cannot control the timing of merchant refunds, but we will credit your Account promptly, within 3 business days, of receipt of a credit statement from a merchant. We do not have any control over surcharges a merchant may charge you for acceptance of payment through this Account. Please contact the merchant for inquiries regarding these refunds or charges. Authorizing and Maintaining Recurring Transactions If any business is authorized to charge your Account on a recurring basis, you are responsible for contacting them if your Card expires, if your Card number changes, if your Account is closed, or if you want to discontinue these Transactions.
CHANGES TO YOUR CREDIT LIMIT	Subject to applicable law, in our sole discretion your Credit Limit may be increased or decreased without prior notice. This does not impact your obligation to repay all amounts owing under this Agreement.
TRANSACTIONS MADE IN FOREIGN CURRENCIES	Transactions, returns, and credits made in a currency other than U.S. dollars will be converted into U.S. dollars. The conversion will be performed by the Card Association Network associated with your Account. The conversion will occur on the day that the applicable Transaction, return, or credit is processed by the Card Association Network. This date may be different than the date of the Transaction, return, or credit. As a result, the conversion rate may differ from the rate on the date of the Transaction, return or credit, or the rate on the date the Transaction, return, or credit posted on your Account. We will charge a Foreign Transaction Fee as described in the Fees Section below and set forth in the Account Pricing Table.

INTEREST CHARGES	
ANNUAL PERCENTAGE RATES (APR)	The APR is a percentage, shown as a yearly rate, that is used to calculate Interest Charges on your Account. See details of the specific APRs that apply to you in the Account Pricing Table.
GRACE PERIOD ON PURCHASES	We do not charge interest on Purchases if you pay the Statement Balance (including any Balance Transfer balances), in full by the Payment Due Date shown on your Billing Statement each Billing Cycle. This is known as a grace period on Purchases. If you do not pay the full Statement Balance including all Balance Transfer balances by the Payment Due Date reflected on your Billing Statement, you will pay interest on your Purchases from the date they were posted to your Account. Additionally, you will not regain a grace period on Purchases until you pay the full Statement Balance including any Balance Transfer balances by the Payment Due Date for two consecutive Billing Cycles. There is no grace period on Balance Transfers and carrying a Balance Transfer balance eliminates any grace period on Purchase Transactions. See “Paying Interest” in the Account Pricing Table for details about your grace period on Purchases.
HOW WE CALCULATE INTEREST	For each category of Transactions (Purchases and Balance Transfers), we calculate the finance charge by applying the periodic rate to the “average daily balance” (including new transactions). To get the average daily balance we take the beginning balance of the applicable category of Transactions each day (including the periodic interest charge and fees incurred the previous day—compounding interest), add any new Transactions in that category, and subtract any payments or credits from that day. If any day’s daily balance is a credit balance, we will treat it as a balance equal to \$0.00. This gives us the daily balance. Then, we add up all the daily balances for the Billing Cycle and divide the total by the number of days in the Billing Cycle. This gives us the “average daily balance.” We then multiply

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	the average daily balance by the applicable daily periodic rate. Finally, we multiply this result by the number of days in the Billing Cycle. Due to rounding or the Minimum Interest Charge, this calculation may vary from the interest billed. See your Account Pricing Table for the specific Purchase APR, Balance Transfer APR and daily periodic rates that apply to your Account.
VARIABLE APR	Your Annual Percentage Rate is based on the Prime Rate published in <i>The Wall Street Journal</i> . We calculate variable rates by adding your applicable margin to the highest Prime Rate published in the “Money Rates” section of <i>The Wall Street Journal</i> two business days before the end of each Billing Cycle. If <i>The Wall Street Journal</i> temporarily or permanently discontinues publishing the Prime Rate or if <i>The Wall Street Journal</i> changes its definition of the Prime Rate, then we may substitute another publicly available index not within our control, subject to applicable law. If the Prime Rate changes, we will implement the new Prime Rate effective on the first day of the Billing Cycle when the change occurs. The new APR will apply to both existing balances and any new Transactions made during that Billing Cycle. Your margin and initial APR are set forth in the Account Pricing Table.
MINIMUM INTEREST	If any interest is charged, you will be charged at least the Minimum Interest shown in the Account Pricing Table.
MILITARY LENDING ACT & MILITARY APR	The Military Lending Act offers protection for specific members of the Armed Forces and their dependents (referred to as “Covered Borrowers”). This section applies to Covered Borrowers under the Military Lending Act. For more information on whether you qualify as a Covered Borrower and if this section pertains to you, please contact us at 877-620-0070. The Arbitration Agreement in this Agreement, which includes a jury trial and class action waiver, does not apply to Covered Borrowers under the Military Lending Act. Statement of Military Annual Percentage Rate (MAPR) 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%. This rate must include, as applicable to the credit transaction or account: (1) the costs associated with credit insurance premiums; (2) fees for ancillary products sold in connection with the credit transaction; (3) any application fee charged (other than certain application fees for specified credit transactions or accounts); and (4) any participation fee charged (other than certain participation fees for a credit card account). If you are a Covered Borrower and would like to hear important Military Lending Act disclosures and payment obligations covered by this Agreement, please call 877-620-0070.

FEES	
ANNUAL MEMBER FEE	You will be charged the Annual Member Fee shown in the Account Pricing Table. The Annual Member Fee is assessed during your first Billing Cycle and annually thereafter (we also refer to this as the annual renewal date). The Annual Member Fee will be assessed if your Account is open or if you maintain a balance, even if you are no longer permitted to make additional Transactions on the Account.
BALANCE TRANSFER FEE	If your Account is eligible for Balance Transfers, you will be charged a Balance Transfer Fee for each Balance Transfer Transaction. The Balance Transfer Fee is set forth in your Account Pricing Table.
LATE FEE	If you don’t pay at least the Minimum Payment Due by the Payment Due Date, we have the right to charge you a late fee. The amount of the late fee is stated in your Account Pricing Table. The late fee will never exceed your Minimum Payment Due.
RETURNED PAYMENT FEE	If your payment is returned due to insufficient funds, you will be charged a returned payment fee. The amount of the returned payment fee is stated in your Account Pricing Table. The returned payment fee will never be more than the lesser of the amount of the returned payment or the Minimum Payment Due. We will not impose a returned payment fee and a late fee during the same Billing Cycle.
FOREIGN TRANSACTION FEE	When a Transaction requires foreign currency conversion, we will charge a foreign transaction fee as stated in your Account Pricing Table. This fee will be added to the Purchase balance.
OTHER FEES; PASS-THROUGH FEES	Subject to applicable law, fees we incur may be passed on to you for services rendered upon your request, such as a fee for expedited card delivery (emergency card). Those fees will be assessed at current rates (e.g. overnight shipping costs) and will only be charged after we disclose to you the amount and you approve of the fee prior to completion of the service. You may choose not to complete the services and will not be billed such a fee. See your Account Pricing Table for all fees applicable to your Account.

ACCOUNT BENEFITS	
BALANCE TRANSFERS	You may be offered a regular or promotional Balance Transfer. Unless explicitly stated otherwise, all such offers are subject to this Agreement and the terms of the offer. The Balance Transfer APR and Balance Transfer Fee, and any unique terms of the offer will be disclosed in the offer. Additionally, I. The minimum amount for a Balance Transfer is \$100.00. II. You cannot use Balance Transfers from this Account to pay any amounts owing to us or World Finance. III. Balance Transfer requests are processed in the order received by us and will only be processed if there is sufficient Available Credit to cover the transfer and associated fees. IV. It may take up to thirty (30) days for Balance Transfers from this Account to be credited to the designated recipient account(s). You should continue to make any payments due on the recipient account until the Balance Transfer has been applied to such account. You are responsible for repaying any other amounts owed on the recipient account(s). V. Interest will accrue from the date the Balance Transfer Transaction is posted to the Account. If you carry a Balance Transfer Balance, you will not have a grace period on Purchases.
REWARDS PROGRAM	Your Account may earn rewards. You will find the full set of rewards terms in the World Finance Smile Visa Credit Card Reward Program Terms provided at Account opening and available online at my.cardsbyworld.com. We are not liable for the actions of any third party in connection with the provision of any rewards.
BENEFIT CHANGES	Subject to applicable law, benefits, rewards, services or other Account features offered may change or be discontinued at any time for any reason.

MAKING PAYMENTS	
MAKING A PAYMENT	Failure to follow these instructions may result in a delay in processing your payment. This delay could lead to late payments, additional charges, and the possible suspension or closure of your Account. Merchandise returns, statement credits, and other credits to your Account will reduce your Account Balance, but they will generally not change your Minimum Payment Due nor are they counted as payments. Payment Instructions You must make payments in U.S. currency in any of the following ways: • Pay online at my.cardsbyworld.com using a U.S. deposit account number and routing number. • Pay by phone by calling 877-620-0020. • Remit the payment coupon provided in your Billing Statement with a valid check from a U.S. deposit account or a cashier’s check issued by a U.S. financial institution. If sending a paper statement without the payment coupon, please write or include your card Account number on the payment. • When mailing a payment, send it to the address written on the payment coupon provided in your Billing Statement and include only one payment per envelope. If you send a payment or any related communications to an incorrect address, we may reject it and return it to you. Alternatively, we may choose to accept and process it without forfeiting any of our rights, but processing may be delayed. • Via electronic payment that you initiate from your financial institution. Please include your Account number in the memo when initiating an electronic payment. We will accept payments made on the Account from Authorized Users or other third parties. To ensure we receive and process your payment on time, avoid these mistakes: ⓧ Do not send cash in the mail. ⓧ Do not bring cash or checks to a World Finance physical location. ⓧ Do not pay using foreign currency. ⓧ Do not pay with credit from another extension of credit from us or World Finance. ⓧ Do not future-date checks. ⓧ Payments should not contain any restrictive language (e.g., “payment in full”) or any other attached language or instruction; however, we can accept payments containing this language without forfeiting any of our rights under this Agreement. Payment Cut-Off Times

	The cut-off time for receipt of your payment is determined by the manner in which you transmit payment. In order to be timely processed, payments must be received by the following cut-off times: • Checks: 5 PM ET • Electronic and Online Payments: 8 PM ET • Phone Payments: 8 PM ET
HOW WE ALLOCATE YOUR PAYMENT	We may allocate payment amounts up to the Minimum Payment Due in any manner at our discretion. Payment amounts over the Minimum Payment Due will be applied to balances with higher APRs first.
KEEPING YOUR ACCOUNT IN GOOD STANDING	Minimum Payment Due To keep your Account in Good Standing, pay at least the Minimum Payment Due by the Payment Due Date. See your Billing Statement for important information about how much you will pay in interest if you do not pay more than the Minimum Payment Due. The Minimum Payment Due will be the greater of \$25 or 3% of the Statement Balance (rounded to the nearest dollar) plus any billed interest or minimum Interest Charge, any late fee charge, any other fees, any past due amounts, and any amount over your Credit Limit. Your Billing Statement will include vital information you need to ensure your payment is received on time including (1) the Minimum Payment Due, (2) your Statement Balance, and (3) the Payment Due Date. If a payment you make exceeds the Minimum Payment Due, a Minimum Payment will still be required on your next Payment Due Date and for each future Billing Cycle until the Statement Balance reaches \$0.
OVERPAYMENT AND ACCOUNT CREDITS	We do not pay interest or make available credit beyond the Credit Limit when overpayments are made on your Account or when returned merchandise or reversals result in a credit balance.
OUR RIGHTS REGARDING YOUR PAYMENT	We may accept and process payments without losing any of our rights even if the payment that you submit indicates otherwise. Credit toward your Available Credit may be delayed until your payment has cleared, even if it has already been credited to your Account. We may resubmit and electronically collect returned payments. If necessary, we may adjust your Account to correct errors, process returned and reversed payments, and make other adjustments for similar issues. By sending us an Item as payment, you authorize us to process the payment electronically as a one-time electronic fund transfer from your deposit account, or to process the payment as an Item.

ACCOUNT CLOSURE, SUSPENSE OR DEFAULT	
ACCOUNT CLOSURE	Your Rights You may close your Account at any time by contacting 877-620-0070 or in writing at World Finance Corporation on behalf of Continental Bank, PO Box 6429 Greenville, SC 29606. Your Liability After Account Closure Regardless of your Account Status, you are liable for repayment of all amounts owing on the Account, including Transactions, Interest Charges and fees. Our Rights Subject to applicable law, we have the right to terminate or suspend your ability to use the Account and to cancel any Cards related to the Account without prior notice. We have the right to restrict or terminate access to reward values earned if the Account is not kept in Good Standing. In the event of Default, defined in the Section below, we may close your Account. You will remain liable for all amounts owing on your Account. Conditions of Bankruptcy Termination If you declare bankruptcy or an involuntary bankruptcy petition is filed against you, you must inform us immediately. At that time, all outstanding balances are due immediately, without further notice and the Account will be closed, subject to applicable law. Additionally, we reserve the right to apply these terms if notified of your bankruptcy proceedings through any other means.
DEFAULT	Subject to applicable law, you will be in “Default” if any of the following occur: I. Any required payment is not made in accordance with this Agreement on or before the Payment Due Date or is returned. II. An attachment, bankruptcy proceeding, or garnishment is initiated against you. III. We reasonably, and at our sole discretion, believe that you demonstrate the inability or unwillingness to repay the Account as promised. IV. You provide us false, misleading, or fraudulent information (including a forged or falsified signature). V. You or Authorized User engages in illegal or improper use of the Account. VI. You are declared incompetent, mentally incapacitated or deceased. VII. You no longer permanently reside in the 50 U.S. States or District of Columbia.
EFFECT OF DEFAULT	Subject to applicable law and any rights that you may have under that law (including any notice and cure rights), in the event of Default we may require immediate payment of your entire Account Balance and the following conditions apply: I. You are responsible for the total amount due on the Account, and all costs, expenses, and reasonable attorneys’ fees, as well as costs for legal proceedings, bankruptcy, and/or insolvency proceedings for the collection of sums due under the Agreement. The amount due on the Account includes any liabilities, losses, demands, and judgments that we incur or that is related to your use of the Card or Account (including use by any Authorized User). II. You will not be allowed to make any further Transactions on your Account.

CREDIT REPORTING, UPDATING AND SHARING INFORMATION, AND ADDITIONAL TERMS	
CREDIT INQUIRY AND CREDIT REPORTING	Receiving and Using Information You authorize us and World Finance to obtain and review information about you from consumer reporting agencies and other third parties that provide consumer financial, employment, and identification information. This information may be used for ongoing administration of the Account including for Credit limit increases or decreases, management of your Account, collection and servicing, for administering and applying features or rates, for any purposes connected with this Agreement, for offers for other products and services, and other uses permitted by law. Upon your request, we will inform you whether or not a credit report was obtained and the name and address of the credit bureau that furnished the report. Reporting Information <u>We may report information about your Account to credit bureaus. Late payments, missed payments, or other defaults on your account may be reflected in your credit report.</u> If you think we have given incorrect information to a Consumer Reporting Agency about you or about an Authorized User, write to us at the Customer Service address on your Billing Statement and we will investigate, respond and, if applicable, request a correction. When contacting us, do the following: (a) Describe in detail the information that you believe is not accurate; (b) Provide any supporting documents with your dispute; and (c) Provide us with an identity theft report if you are asserting identity theft.
THIRD PARTY INFORMATION SHARING	You agree that we may share information about you, Authorized Users, and the Account with our third-party service providers for the purpose of providing services on the Account to you and to Authorized Users.
PRIVACY NOTICE	Please refer to the Privacy Notice you received in your Card Carrier.
COMMUNICATING WITH YOU	You agree that we, Servicer, and each of our affiliates and service providers, may contact you regarding the Cards, the Account, and your relationship with us and Servicer through various means, including written, electronic, or verbal communications. This may include calls and text messages initiated with an automated telephone dialing system, and calls that deliver prerecorded, artificial, or AI voice messages. We may also email you. You agree that we may make such communications to any telephone number that you have provided to us or Servicer. You also agree we may email you at any email address you provide to us. By providing a phone number or email address to us, you agree that you are the subscriber or have the authority to consent to contact at such number or email address. You also agree that we, along with our affiliates, agents, assignees, and service providers, may monitor and record any phone calls to ensure service quality or for other business purposes. Please inform us if your contact information, legal name, or contact preferences change. We may need to contact you for purposes such as alerting you of suspected fraud or identity theft, obtaining information related to the Account, Transactions or servicing of your Account, collecting on the Account, and providing information about Account services. Message and data rates may apply.

GOVERNING LAW	Except as set forth in the Arbitration Agreement below, federal law and the law of Utah govern the terms and enforcement of this Agreement.
YOUR BILLING RIGHTS	
KEEP FOR FUTURE USE	This notice tells you about your rights and our responsibilities under the Fair Credit Billing Act. Keep this document for future use. What to do if you find a mistake on your statement If you think there is an error on your statement, contact us in writing at the Customer Correspondence Address shown on the front of your Billing Statement. In your communication, provide the following information: • Account information: Your name and Account number. • Dollar amount: The dollar amount of the suspected error. • Description of problem: If you think there is an error on your bill, describe what you believe is wrong and why you believe it is a mistake. You must contact us: • Within 60 days after the error appeared on your statement. • At least 3 business days before an automated payment is scheduled, if you want to stop payment on the amount you think is wrong. You must notify us of any potential errors in writing. You may call us or notify us electronically, 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 Written Communication When we receive your communication, we must do two things: I. Within 30 days of receiving your communication, we must tell you that we received it. We will also tell you if we have already corrected the error. II. Within 90 days of receiving your communication, 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 contact us in writing 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 the rules above, you do not have to pay the first \$50 of the amount you question, even if your bill is correct. Your Rights If You Are Dissatisfied with Your Credit Card Purchases If you are dissatisfied with the goods or services that you have purchased with your credit card, and you have tried in good faith to correct the problem with the merchant, you may have the right not to pay the remaining amount due on the Purchase. To use this right, all the following must be true: I. The Purchase must have been made in your home state or within 100 miles of your current mailing address, and the purchase price must have been more than \$50. (Note: Neither of these are necessary if your Purchase was based on an advertisement we mailed to you, or if we own the company that sold you the goods or services.) II. You must have used your credit card for the Purchase. Purchases made with cash advances from an ATM or with a check that accesses your credit card Account do not qualify. III. You must not yet have fully paid for the Purchase. If all the criteria above are met and you are still dissatisfied with the Purchase, contact us in writing at the Customer Service address shown on your Billing Statement. While we investigate, the same rules apply to the disputed amount as discussed above. After we finish our investigation, we will tell you our decision. At that point, if we think you owe an amount and you do not pay, we may report you as delinquent.
ARBITRATION AGREEMENT	
AGREEMENT TO SETTLE DISPUTES BY ARBITRATION (“ARBITRATION AGREEMENT”)	READ THIS ARBITRATION AGREEMENT CAREFULLY. THIS ARBITRATION AGREEMENT WILL HAVE A SUBSTANTIAL IMPACT ON THE WAY YOU AND WE RESOLVE ANY CLAIM WHICH YOU OR WE HAVE AGAINST EACH OTHER NOW OR IN THE FUTURE. THIS ARBITRATION AGREEMENT DOES NOT APPLY IF, AS OF THE DATE OF THIS AGREEMENT, YOU ARE A MEMBER OF THE ARMED FORCES OR A DEPENDENT OF SUCH MEMBER COVERED BY THE FEDERAL MILITARY LENDING ACT. IF YOU WOULD LIKE MORE INFORMATION ABOUT THE FEDERAL MILITARY LENDING ACT, YOU MAY CONTACT US AT 877-620-0070. General: This Arbitration Agreement describes when and how a Claim (as defined below) will be arbitrated. Arbitration is a method of resolving disputes in front of one or more neutral persons, instead of having a trial in court in front of a judge and/or jury. It can be a quicker and simpler way to resolve disputes. Arbitration proceedings are private and less formal than court trials. Each party to the dispute has an opportunity to present some evidence to the arbitrator. The arbitrator will issue a final and binding decision resolving the dispute(s), which may be enforced as a court judgment. A court rarely overturns an arbitrator's decision. As solely used in this Arbitration Agreement, the terms "we", "us" and "our" mean not just Continental Bank, Salt Lake City, UT, but also its parent companies, wholly or majority-owned subsidiaries, affiliates, commonly-owned companies, successors, assigns and any of these entities' employees, officers, directors and agents. For purposes of this Arbitration Agreement, these terms also mean: (a) WAC Credit Card Services, LLC d/b/a World Finance and its parent companies, wholly or majority-owned subsidiaries, affiliates, commonly-owned companies, successors, assigns and any of these entities' employees, officers, directors and agents, and (b) any third party providing any goods and/or services in connection with the origination, servicing and collection of this Agreement, if you name that third party and us (which includes World Finance) as defendants in a single proceeding. What Claims are Covered: "Claim" means any claim, dispute or controversy between you and us that in any way arises from or relates to your Account and this Agreement, or the relationships between you and us resulting from any of the foregoing, including disputes arising from actions or omissions on or prior to the date of this Agreement. "Claim" has the broadest reasonable meaning, and includes initial claims, counterclaims, cross-claims and third-party claims. It includes disputes based upon contract, negligence, fraud and other intentional torts, constitution, statute, regulation, ordinance, common law and equity (including any claim for injunctive or declaratory relief). Despite the foregoing, "Claim" does not include any individual action brought by you in small claims court or your state's equivalent court, unless such action is or may be transferred, removed, or appealed to a different court. In addition, except as set forth in the immediately following sentence, "Claim" does not include disputes about the validity, enforceability, coverage or scope of this Arbitration Agreement or any part thereof (including, without limitation, the prohibitions against class proceedings, private attorney general proceedings and/or multiple-party proceedings described in the section below captioned "Prohibition Against Certain Proceedings" (the "Class Action Waiver"), or the last sentence of the section captioned "Rules of Interpretation"),

all such disputes are for a court and not an arbitrator to decide. However, any dispute or argument that concerns the validity or enforceability of this Agreement as a whole is for the arbitrator, not a court, to decide. If federal law provides that a Claim is not subject to binding arbitration, this arbitration will not apply to that Claim.

Starting or Electing to Require Arbitration: Either you or we may elect to arbitrate a Claim by giving the other party written notice of the intent to arbitrate the Claim or by filing a motion to compel arbitration of the Claim, which is to be in accordance with the applicable arbitration rules for the Administrator(s) listed below. This notice may be given before or after a lawsuit has been filed concerning the Claim or with respect to other Claims brought later in the lawsuit, may be commenced at any time prior to the entry of a final judgment in the lawsuit, and it may be given by papers filed in the lawsuit, such as a motion to compel arbitration. Regardless of who elected arbitration or how arbitration was elected, the party asserting the Claim (i.e., the party seeking money damages or other relief from a court or an arbitrator) is responsible for starting the arbitration proceeding. Thus, if you assert a Claim against us in court, and we elect to arbitrate that Claim by filing a motion to compel arbitration which is granted by the court, you will be responsible for starting the arbitration proceeding. Similarly, if we assert a Claim against you in court, you assert a counterclaim against us, and we elect to arbitrate that counterclaim by filing a motion to compel arbitration which is granted by the court, you will be responsible for starting 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 Agreement.

Choosing the Administrator: "Administrator" means the American Arbitration Association ("AAA"), 120 Broadway, Floor 21, New York, NY 10271, www.adr.org. If AAA cannot or will not serve and the parties are unable to select another company by mutual agreement, the Administrator will be selected by a court. The party asserting the Claim (the "Claimant") may select the Administrator. The arbitration will be conducted by a single arbitrator selected in accordance with the arbitration rules of the Administrator. The arbitration will be conducted in accordance with the rules of the Administrator, including the AAA Consumer Arbitration Rules and AAA Mass Arbitration Rules. Notwithstanding any language in this Arbitration Agreement to the contrary, no arbitration may be administered, without the consent of all parties to the arbitration, by any Administrator that has in place a formal or informal policy that purports to override the Class Action Waiver.

Court and Jury Trials Prohibited; Other Limitations on Legal Rights: IF YOU OR WE ELECT TO ARBITRATE A CLAIM, YOU AND WE WILL NOT HAVE THE RIGHT TO PURSUE THAT CLAIM IN COURT OR HAVE A JURY DECIDE THE CLAIM. ADDITIONALLY, YOUR AND OUR ABILITY TO OBTAIN INFORMATION FROM THE OTHER PARTY IS MORE LIMITED IN AN ARBITRATION THAN IN A LAWSUIT. OTHER RIGHTS THAT YOU OR WE WOULD HAVE IN COURT MAY ALSO NOT BE AVAILABLE IN ARBITRATION.

Prohibition Against Certain Proceedings: IF YOU OR WE ELECT TO ARBITRATE A CLAIM: (1) NEITHER YOU NOR WE MAY PARTICIPATE IN A CLASS ACTION IN COURT OR IN CLASS-WIDE ARBITRATION, EITHER AS A PLAINTIFF, DEFENDANT OR CLASS MEMBER; (2) NEITHER YOU NOR WE MAY ACT AS A PRIVATE ATTORNEY GENERAL IN COURT OR IN AN ARBITRATION; (3) CLAIMS BROUGHT BY OR AGAINST YOU MAY NOT BE JOINED OR CONSOLIDATED WITH CLAIMS BROUGHT BY OR AGAINST ANY OTHER PERSON; AND (4) THE ARBITRATOR SHALL HAVE NO AUTHORITY TO CONDUCT A CLASS-WIDE ARBITRATION, PRIVATE ATTORNEY GENERAL ARBITRATION, OR MULTIPLE-PARTY ARBITRATION.

Location and Costs of Arbitration: Any arbitration hearing that you attend in person must take place at a location reasonably convenient to you, as determined by the arbitrator. Each Administrator charges fees to administer an arbitration proceeding and the arbitrator also charges fees. This includes fees not charged by a court. Fees will be paid in the amounts and by the parties according to the rules of the chosen Administrator. If either you or we require a Claim to be arbitrated, you may tell us in writing that you cannot afford to pay your portion of the fees charged by the Administrator and/or the arbitrator. If your request is reasonable and in good faith, we will pay or reimburse you for all or part of the fees charged to you by the Administrator and/or arbitrator. Also, we will pay these fees if applicable law requires us to or if we must bear such fees in order for this Arbitration Agreement to be enforced. We will bear the expense of our attorneys, experts and witnesses. You will bear the expense of your attorneys, experts and witnesses. However, if you are the Claimant, we will pay your reasonable attorney, expert and witness fees and costs if we must bear such fees and costs in order for this Arbitration Agreement to be enforced. Also, we will bear any fees and costs if applicable law requires us to do so.

Governing Law: This Arbitration Agreement is governed by the Federal Arbitration Act, 9 U.S.C. 1-16 (the "FAA"), and

is not governed by any state arbitration law. The arbitrator must apply applicable substantive law consistent with the FAA and applicable statutes of limitations and claims of privilege recognized at law. The arbitrator is authorized to award all remedies permitted by the substantive law that would apply to an individual action brought in court (including, without limitation, punitive damages, which shall be governed by the Constitutional standards employed by the courts). At the timely request of either party, the arbitrator must provide a brief written explanation of the basis for the award.

Right to Discovery: In addition to the parties' rights to obtain discovery pursuant to the arbitration rules of the Administrator, either party may submit a written request to the arbitrator to expand the scope of discovery normally allowable under the arbitration rules of the Administrator. The arbitrator shall have discretion to grant or deny that request.

Arbitration Result and Right of Appeal: At the timely request of either party, the arbitrator shall provide a written explanation for the award. If the amount at stake in the arbitration (including the value or cost of any equitable relief) is at least \$25,000, either party may appeal the arbitrator's decision within 30 days to a single arbitrator or a three- arbitrator panel selected in accordance with the Administrator's rules, which shall resolve the Claim without regard to the original decision. We will pay the entire cost of an appeal unless we are willing to have the appeal decided by a single arbitrator and you insist upon a three-arbitrator panel. In such event, you will be responsible for paying your portion of the difference in arbitration fees between a single arbitrator and a three-arbitrator panel, as determined by the panel. However, we will pay all costs to the extent required by law and/or required to enforce this Arbitration Agreement. The original award or any subsequent award on the appeal described above shall be final and binding, subject to any further right to appeal provided by the FAA. The arbitrator's award may be entered by any court having jurisdiction.

RIGHT TO REJECT ARBITRATION: *You may reject this Arbitration Agreement by mailing a special rejection notice to us at Rejection Notice Department, World Finance on behalf of Continental Bank, PO Box 6429 Greenville, SC 29606. You must sign the rejection notice, affirmatively state that you do not want arbitration to apply to this Agreement and provide your Account number, your full name, your current address, and your current telephone number. We must receive your rejection notice within 30 days after the date that this Agreement is consummated. You may not reject arbitration by phone or by any method other than the method described above.* If you reject this Arbitration Agreement, that will not affect any other provision of the Agreement. Any rejection notice will apply only to this Arbitration Agreement and will not apply to any prior or further arbitration agreements that You may enter with us.

Rules of Interpretation: This Arbitration Agreement shall survive termination or cancellation of the Agreement; the sale or assignment of your Account or Agreement by us to a third-party; the repayment of some or all amounts owed under the Agreement; the termination, cancellation or suspension of credit privileges under the Agreement; and any legal proceeding; and any bankruptcy by you, to the extent consistent with applicable bankruptcy law. In the event of a conflict or inconsistency between this Arbitration Agreement, on the one hand, and the applicable arbitration rules or the other provisions of the Agreement, on the other hand, this Arbitration Agreement shall govern. If any portion of this Arbitration Agreement is deemed invalid or unenforceable, it shall not invalidate the Agreement or the remaining portions of this Arbitration Agreement, except that:

- a. The parties acknowledge that the Class Action Waiver is material and essential to the arbitration of any disputes between them and is non-severable from this Arbitration Agreement. If the Class Action Waiver is limited, voided or found unenforceable, then this Arbitration Agreement (except for this sentence) shall be null and void with respect to
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such proceeding, subject to the right to appeal the limitation or invalidation of the Class Action Waiver. The parties acknowledge and agree that under no circumstances will a class action be arbitrated; and

b. If a Claim is brought seeking public injunctive relief and a court determines that the restrictions in the Class Action Waiver or elsewhere in this Arbitration Agreement 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.

Notice and Cure; Special Payment: Prior to initiating a lawsuit or an arbitration proceeding under this Arbitration Agreement, the Claimant shall give the other party or parties written notice of the Claim (a "Claim Notice") and a reasonable opportunity, not less than 30 days, to resolve the Claim. Any Claim Notice to you shall be sent in writing by mail to your address on the first page of this Agreement (or any updated address you subsequently provide). Any Claim Notice to us shall be sent by mail to our address as set forth on your Billing Statement (or any updated address we subsequently provide), Attn: Claim Notice. Any Claim Notice you send must identify yourself by including your name, address and Account Number. Any Claim Notice must explain the nature of the Claim and the relief 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 and must give the other party a reasonable opportunity to respond to the demand for relief.

If: (i) you submit a Claim Notice in accordance with this subsection on your own behalf (and not on behalf of any other party); (ii) we refuse to provide you with the relief you request before an arbitrator is appointed; and (iii) an arbitrator subsequently determines that you were entitled to such relief (or greater relief), the arbitrator shall award you at least \$7,500 (not including any arbitration fees and attorneys' fees and costs to which you may be entitled).

DEFINITIONS	
Terms	Definitions
Account	Your World Finance Smile Visa Credit Card account.
Accountholder (or “you”)	You, the credit card applicant in whose name the Account was opened.
Account Pricing Table	Document provided as part of this Agreement that contains specific APR, daily periodic rates, and fees that apply to your Account.
Account Status	An account status governs allowable access and activities on the Account. Examples of account statuses are: Opened, Closed, Suspended, Revoked, Frozen.
Authorized User	Any person you have given us authority to allow to use a Card or other instrument to access your Account.
Available Credit	Available Credit is the Credit Limit minus the Balance and pending Transactions.
Balance	Balance is the sum of all posted Charges (less any payments posted).
Balance Transfer	A balance from another creditor that is transferred to this Account. Balance Transfer Fees are treated as Balance Transfer Transactions. See “Account Benefits” for more detail.
Billing Cycle	The period covered by a Billing Statement is known as the Billing Cycle. While the length of this period can vary based on the length of a calendar month, it is usually around thirty (30) days. Your Account will have a Billing Cycle even if no Billing Statement is issued.
Billing Statement	An itemization of activity on your Account for each Billing Cycle.
Card	The plastic or digital presentation instrument and associated card number that we issue to an Accountholder or Authorized User as part of your Account. The name appearing on the card must match the identification of the card bearer when presented for use.
Card Association Networks	The organization that facilitates payment card Transactions as identified on your Card, such as Visa®.
Charges	Charges to your Account include Transactions, fees, and interest.
Credit Limit	This is the total amount of credit assigned to your Account, which you can use to make Transactions.
Good Standing	This means that the Account is not in default and you are fully complying with the terms of the agreement.
Items	Check or similar payment instrument.
Interest Charge	Interest charged on Purchase, Balance Transfer and other Balances on the Account.
Minimum Payment Due	The smallest amount you can pay and keep your Account in Good Standing.
Payment Due Date	The date by which we must receive at least the amount of the Minimum Payment Due for a Billing Cycle as set forth on a Billing Statement in order to keep the Account in Good Standing.
Purchase	The use of your Account to buy goods and services. Balance Transfers are not Purchases. All fees except for Balance Transfer Fees, including Late Fees, Returned Payment Fees, Foreign Transaction Fees, and the Annual Fee are treated as Purchase Transactions.
Statement Balance	Balances for a Billing Cycle and shown on your monthly Billing Statement as “Statement Balance.”
Transaction	Any Purchase or Balance Transfer initiated by you, an Authorized User, or any other person who you or an Authorized User permit to use the Account.

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