



EFFECTIVE DATE: March 9, 2026

Cardholder Agreement

avianca lifemiles American Express® Card

avianca lifemiles American Express® Elite Card

This Cardholder Agreement (the "**Agreement**") between you and First Electronic Bank contains the terms that govern the use of your **avianca lifemiles American Express® Card** or your **avianca lifemiles American Express® Elite Card** (as applicable) and the corresponding credit card account (the "**Account**"). The Card and the Account are both issued by First Electronic Bank. This Agreement outlines your responsibilities. This credit card program is issued by First Electronic Bank. American Express is a registered trademark of American Express, and is used by the issuer pursuant to a license.

"**Cardless**" means Cardless, Inc., and is our service provider and provides services for us, including, but not limited to assisting First Electronic Bank in servicing your Account. Cardless may be assisted by affiliates and/or other third parties in the servicing of your Account. We may allow Cardless and/or other third parties to exercise our rights on our behalf.

Account Documents: The following documents govern your Account with us: (1) this Agreement; (2) all Statements; (3) any privacy notices; (4) your Card benefits brochure which describes benefits provided by American Express for your Account; (5) all disclosures and materials provided to you before or when you opened your Account; (6) any other documents and disclosures relating to your Account, including those provided online; and (7) any future changes we make to any of the above. Please read these carefully and keep them for future reference.

Please read this Agreement in its entirety and keep it for your records. By using your Card, activating or using the Account, or allowing someone else to do so, you agree to and accept the terms of this Agreement, as such terms may be changed from time to time by us. You do not need to accept the Account. Please note that if the Account is closed by you or us, any benefits issued as part of the avianca lifemiles American

Express Card Rewards Program Agreement or the avianca lifemiles American Express Elite Card Rewards Program Agreement (whichever applies to your Account) are subject to forfeiture and may be rescinded or withdrawn.

THIS AGREEMENT INCLUDES AN ARBITRATION PROVISION. UNLESS YOU PROPERLY REJECT THE ARBITRATION PROVISION OR THE ARBITRATION PROVISION DOES NOT APPLY BECAUSE YOU ARE A "COVERED BORROWER" (AS THAT TERM IS DEFINED IN 32 C.F.R. § 232.3) UNDER THE MILITARY LENDING ACT, IT WILL HAVE A SUBSTANTIAL EFFECT ON YOUR RIGHTS IN THE EVENT OF A DISPUTE WITH US. FOR EXAMPLE, IN ARBITRATION YOU WILL NOT HAVE THE RIGHT TO A JURY TRIAL OR THE RIGHT TO PARTICIPATE IN A CLASS ACTION IN COURT OR IN ARBITRATION.

Contact us if you have any questions about this Agreement or your Card or Account. You may call us toll-free at (888) 294-4694 or write to us at support@cardless.com.

General

Definitions

All capitalized terms used in this Agreement and not otherwise defined have the meanings set forth below.

- "App" means the mobile applications you may use to access information about your Account.
- "Billing Cycle" means the time period between the dates of periodic billing Statements. Each Statement shows the Closing Date, which is the last day of the Billing Cycle.
- "Business Day" means Monday through Friday, excluding federal holidays.
- "Card" means one or more cards or other access devices, including your Account number or virtual card or a Card associated with your Digital Wallet, that we may issue to you to use to access credit on your Account, and includes all renewals, replacements, and substitutions of the same.
- "Credit Limit" means the maximum amount of credit that we may make available to you under your Account. See below for more information on your Credit Limit.
- "Daily Periodic Rate" or "DPR" means the APR divided by 365 or by 366 in a leap year.
- "New Balance" means the total amount you owe us as of the closing date of a Billing Cycle, as shown on your most recent Statement.

- "Payment Due Date" means the date shown on your Statement by which you must pay at least the Minimum Payment Due shown on such Statement.
- "Purchase" means the use of your Card to buy or lease goods or services, shipping costs, and other costs and fees charged in connection with any transaction.
- "Statement" means the regular periodic billing statement we send to you or otherwise make available to you in connection with your Account. Your Statement will describe the transactions made on your Account during the respective Billing Cycle and will include your New Balance and the Minimum Payment Due by the applicable Payment Due Date.
- "We," "us," "our," and "Bank" mean First Electronic Bank and its agents, authorized representatives, successors, and assignees.
- "You" and "your" mean each and all of the persons who are granted, accept, or use the Account and any person who has guaranteed payment of the Account.

Opening and Maintaining Your Account

Important Information About Procedures for Opening a New Account

To help the government fight the funding of terrorism and money laundering activities, Federal law requires us to obtain, verify, and record information that identifies each person that opens an Account.

What this means for you: when you open an Account, we will ask you for your name, street address, date of birth, phone number, and other information that will allow us to identify you. We may also ask you to see your driver's license or other identifying documents that will allow us to identify you.

Providing and Maintaining Your Information

We may also require you to submit other information about you to open and manage your Account. This includes, but is not limited to: (1) a valid U.S. mailing address and residential address (if different); (2) your Social Security number or other government identification number; (3) email address; (4) phone number; and (5) your employment and income information. You must notify us promptly of any change in your name, residence, billing address, or any other contact information you provide to us by writing to us at support@cardless.com or updating it in the App. We may ask you for additional

documents and to verify any changes to information you have provided us. We may restrict or close your Account if we cannot verify your information, or if you do not provide it as requested. You certify that all information you provide to us is accurate and complete. You promise us that you are not planning to file bankruptcy at the time you apply for and open your Account.

You agree to provide us with current financial information and updated application information in such form and at such times as we may request. We may contact any source we deem necessary in investigating your creditworthiness in connection with your application and later in connection with reviewing, renewing, and/or taking collection action on your Account.

Use of Your Card and Account

By accepting your Card, activating or using the Account, or allowing someone else to do so, you agree to and accept the terms of this Agreement, as such terms may be changed from time to time by us. You may use your Card and Account to obtain credit from us by making Purchases and any other transactions we may permit from time to time. By using your Card or entering your Card information at the point of sale, you authorize us to post the transaction to your Account. Each time you make a Purchase or another transaction that posts to your Account, your Available Credit will be reduced by the amount of the Purchase or other transaction.

You promise to use your Account only for lawful personal, family, or household purposes and not for any business, commercial or investment purpose. You will only use your Account for transactions that are legal where you conduct them. You are liable for all transactions made with your Card or Account, and all related fees or expenses incurred, by you, or any other person that you permit to use or have access to your Account, Card, or any other credential you use to access your Account.

You may use your Card to make Purchases from merchants that accept American Express up to your Credit Limit, subject to the limits set forth in this Agreement. We are not responsible if any terminal, merchant, merchant's financial institution, or other third party does not accept your Card or fails to process the transaction you request.

We may permit you or an authorized user to add your Card to a digital wallet supported and operated by another financial institution or third party ("**Digital Wallet**"), which may

be used to make purchases or other transactions on your Card without presenting the physical Card. Transactions using such Digital Wallets can proceed like an online transaction over the internet or function like a traditional credit card. Any such transactions are covered by this Agreement. By adding your Card to a Digital Wallet, you accept and agree to the [Cardless Digital Wallet Terms](#), which govern the use of your Card in connection with the Digital Wallet. The Cardless Digital Wallet Terms are incorporated into this Agreement by reference. We have no control over the Digital Wallet or the device on which you use the Digital Wallet and cannot guarantee their performance. Additionally, you are responsible for protecting the security of the Digital Wallet, device on which you use the Digital Wallet, and any access credentials you use to access the Digital Wallet or device. Giving another person a device that functions as a Card and/or any information necessary to use the device as a Card has the same consequences for you as permitting such person to use your Account. You may be charged third-party fees related to the transaction, such as mobile carrier data or messaging charges, and we are not responsible for any such fees. We may, at any time, partially or fully restrict your ability to make credit transactions through a Digital Wallet. We may change the Digital Wallets that we permit you to use with your Card from time to time, in our sole discretion, without notice to you. You agree to notify us promptly if you remove or want to remove your Account information from any Digital Wallet or if the security of your Digital Wallet or device may be compromised.

You understand that our services, including access to the Account, may not always be available, and that we are not liable for any losses that may result when such services are unavailable.

Authorizations; Limits on Your Use of Your Card and Account

We don't guarantee approval of transactions. We reserve the right to deny transactions for any reason, such as Account default, suspected fraudulent or unlawful activity, internet gambling, or any indication of increased risk related to the transaction. We may impose limits on the amount, type, or frequency of transactions you can make using your Card. We may prohibit your use of the Card at certain types of merchants, such as internet gambling businesses. You may not use your Card to purchase cash-like or gambling-related products, such as casino chips, lottery tickets, money orders, or foreign currency. We are neither responsible for any losses you may incur if we do not authorize a transaction, nor are we responsible or liable if you engage in an illegal

transaction. If you make a transaction prohibited by this Agreement, you must repay us in full, plus applicable interest and fees.

When you use your Card or Account to initiate a transaction at certain merchant locations, such as hotels, restaurants, gas stations, and rental car companies, where the final Purchase amount is unknown at the time of authorization, a hold may be placed on the available funds in the Account for an amount equal to or in excess of the final transaction amount. The funds subject to the hold will reduce your Available Credit and not be available to you for any other purpose until the merchant sends us the final transaction amount and we remove the hold. Once we receive the final transaction amount, it may take several days for the hold to be removed. During that period, you will not have access to the funds subject to the hold. Please be advised that you may experience difficulties using a Card at unattended vending machines, kiosks, and gas station pumps. If a Card is declined at a "pay at the pump" gas station even though you have sufficient funds available, you should pay for the Purchase inside with the cashier.

If you give your Card information to a merchant to bill your Account for recurring payments, or to keep it on file for future Purchases or payments, it is your responsibility to ensure such merchants are provided with current Card information. If your Card information changes, such as a change in your Card number, expiration date, or security code, you should notify the merchant of your new Card information.

Foreign Transactions

A foreign transaction is any transaction (1) made in a currency other than U.S. Dollars, or (2) made in U.S. dollars if the transaction is made or processed outside of the United States. Foreign transactions include, for example, online transactions made in the U.S. but with a merchant who processes the transaction in a foreign country. If a transaction is made in a foreign currency, the transaction will be converted by American Express into a U.S. dollar amount in accordance with the operating regulations or conversion procedures in effect at the time the transaction is processed. The currency conversion rate we apply to your transaction may be different from the rate we pay for the applicable currency. The currency conversion rate in effect on the processing date may differ from the rate in effect on the transaction date or posting date. The currency conversion rate we apply to your transaction may be different from the rate we pay for the applicable currency.

Credit Limit and Available Credit

Your "Credit Limit" is the maximum amount of credit that we may make available to you under your Account. Your initial Credit Limit is disclosed to you when you open your Account and incorporated in this Agreement by reference. You agree that we may adjust your Credit Limit at any time, including automatic Credit Limit increases if you qualify, at any time without prior notice to you, except as prohibited by law.

Your "Available Credit" is the amount of credit that is available for you to make transactions with your Card at any given time. Your Available Credit is equal to the Credit Limit minus the outstanding balance on your Account and any holds, accrued fees or finance charges, and other charges that have not been posted to your Account. You agree not to exceed your Credit Limit or Available Credit unless authorized by us. You also agree that we are not obligated to extend credit to you for an amount that would cause your outstanding balance to exceed your Credit Limit or for any amount if your outstanding balance is already over the Credit Limit.

If you make a transaction that would cause you to exceed your Credit Limit, we may (a) allow the transaction without increasing your Credit Limit; (b) allow the transaction without increasing your Credit Limit and treat that amount as immediately due, or (c) refuse the transaction. If the transaction is refused, we may notify the person who attempted the transaction that it has been refused. If we permit a transaction that causes you to exceed your Credit Limit, it does not mean that we will do so again in the future. You will pay any amount(s) which exceeds your Credit Limit, upon demand.

Disputed Transactions

You must inspect each Statement you receive and must immediately contact us about any errors or questions you have, as described in "Billing Rights" below. If you do not notify us of a billing error, we will assume that all information on the Statement is correct. If we credit your Account for all or part of a disputed transaction, you give us all of your rights against others regarding that transaction (excluding tort claims), and will also to the extent permitted by applicable law: (1) not pursue any claim or reimbursement of the transaction amount from the merchant or any other person; and (2) cooperate with us if we decide to pursue a claim against another person.

Interest and fees

Interest Charges; Balances Subject to Interest Rate

Interest will apply to your Account as set forth in the Truth in Lending Disclosures, this Agreement, any subsequent disclosures, Statements, change in terms notices, and any other fee schedule provided in connection with your Account. We do not charge periodic interest on Purchases in any Billing Cycle if you pay your New Balance, if any, as shown on your most recent Statement in full by the Payment Due Date. This is known as a "grace period." If you lose your grace period for Purchases, you must pay your New Balance in full by the Payment Due Date for two consecutive Billing Cycles before interest will no longer accrue on Purchases. Each Billing Cycle, we will charge interest to you on the "average daily balance (including new transactions)" (as discussed below) for each type of transaction on your Account. By each type of transaction, we mean Purchases, and any transactions subject to special offers.

We use the "average daily balance (including new transactions)" method to calculate the interest charge on each type of transaction. This means at the end of each Billing Cycle for each transaction type, we: (1) multiply your "average daily balance (including new transactions)" by the Daily Periodic Rate for that transaction type, and (2) multiply the result by the number of days in the Billing Cycle. To get the "average daily balance (including new transactions)," for each transaction type, we first determine the "daily balance" by taking the beginning balance of each type of transaction on your Account each day of the Billing Cycle, add any new transactions posted that day, and the periodic interest charges incurred the previous day (compounding interest), along with any fees incurred the previous day, and then subtract any payments or credits applied to the principal balance. If any day's daily balance is a credit balance, we will treat it as a balance equal to \$0.00. Then, we add up all the daily balances for each day of the Billing Cycle and divide the total by the number of days in the Billing Cycle to get the "average daily balance (including new transactions)" by transaction type. Then we multiply the Daily Periodic Rate applicable to the transaction type by the applicable "average daily balance (including new transactions)" for that transaction type and multiply the resulting number by the number of days in the Billing Cycle to calculate the interest charge for

each transaction type. We add together the interest charge for each transaction type to determine the total interest charge owed on your Account for that Billing Cycle.

Due to rounding, this interest calculation may vary slightly from the interest charge actually assessed. After the Payment Due Date, interest charges will continue to accrue on the total amount that remains unpaid after the applicable Payment Due Date, until it is paid in full.

Variable Annual Percentage Rate: Your Annual Percentage Rate is calculated by adding the Index (as defined below) to the margin disclosed in your Truth in Lending Act Disclosures. The Annual Percentage Rate (and Daily Periodic Rate or "DPR") on this Account will vary from time to time due to changes to the Index. As a result, your APR (and DPR) may change as frequently as quarterly. The Index is the U.S. Prime Rate as published in *The Wall Street Journal*. We will use the U.S. Prime Rate as published in *The Wall Street Journal* on January 25, April 25, July 25, and October 25. If it is not published that day, we will use the immediately preceding published U.S. Prime Rate. If the Index has changed, the new APR (and DPR) will apply to your Account as of the first day of your February, May, August, and November Billing Cycles. If the Index increases (or decreases), you will pay a correspondingly higher (or lower) interest charge and may pay a higher (or lower) Minimum Payment Due. The U.S. Prime Rate is simply a pricing index and may not be the lowest interest rate available. If *The Wall Street Journal* temporarily or permanently stops publishing the U.S. Prime Rate, or how the U.S. Prime Rate is defined is changed, then we may select a new third party source for obtaining the U.S. Prime Rate or select a substitute Index not under our control, in our sole discretion.

Fees

Fees will apply to your Account as set forth in the Truth in Lending Act Disclosures, this Agreement, any subsequent disclosures, Statements, and any change in terms notices, and any other fee schedule provided in connection with your Account or this Agreement. Each time you incur a fee, the amount of the fee will be added to the outstanding balance on your Account and will reduce your Available Credit by the same amount.

Late Payment Fee. We will assess a Late Payment Fee if we do not receive the Minimum Payment Due by the Payment Due Date. The Late Payment Fee will not exceed the Minimum Payment Due immediately prior to assessment of the fee.

See your Truth in Lending Act Disclosures for information on the Late Payment Fee amount.

Returned Payment Fee. We will charge you a Returned Payment Fee if any payment on your Account is returned for any reason. The Returned Payment Fee will not exceed the Minimum Payment Due immediately prior to assessment of the fee. See your Truth in Lending Act Disclosures for information on the Returned Payment Fee amount.

Annual Fee. If Your Account has an Annual Fee (see Truth in Lending Disclosures to see if this Account has an Annual Fee), the Annual Fee for the first year will be billed on your first billing statement after account opening and will be added to the Minimum Payment Due. The Annual Fee for subsequent years will be billed every 12 months, whether or not you use your account. The due date for the Minimum Payment Due will be set forth on your billing statement. If you have not used your Account to make a Purchase, balance transfer or made a payment on your Account, you may close the Account within sixty (60) days after Account opening by contacting us at the number on the back of your Card, and if you do, you will not be responsible for paying the Annual Fee.

Military Lending Act Disclosure

The Military Lending Act provides protections for certain members of the Armed Forces and their dependents ("Covered Borrowers"). The provisions of this section apply only to Covered Borrowers.

Statement of Military APR: 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 dependents 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 specific credit transactions or accounts); and any participation fee charged (other than certain participation fees for a credit card account).

Oral Disclosures: Covered Borrowers may receive important disclosures and payment obligation information about this Agreement verbally by calling us toll free at (888) 294-4694.

Payments

Promise to Pay

You promise to pay us all amounts due on your Account by each Payment Due Date set forth on your Statement, including, without limitation, all credit you obtain from us to make Purchases and other transactions using your Card, all applicable fees and interest, and any other amount posted to your Account. You are responsible for repaying us for transactions made using your Card or Account even if you did not sign a purchase slip or other document for the transaction. If your Account is a joint Account, you and your joint Account holder promise to pay and are jointly and individually responsible for all amounts due on the Account. If you let someone else use the Account or Card, you and any joint Account holder or guarantor are responsible for all charges made by that person, even if that person's use exceeds their authority to use your Account or Card, whether or not you have notified us that the person will be using your Account. To the extent permitted by applicable law, you agree to pay all costs and disbursements, including reasonable attorney fees, incurred by us in legal proceedings to collect or enforce your indebtedness and/or the terms of this Agreement.

Statements

We will generally send or make available to you one Statement for your Account at the end of each Billing Cycle. The Statement will show the activity on your Card and Account during the Billing Cycle and will tell you the New Balance you owe on your Account as of the Closing Date of the Billing Cycle, the Minimum Payment Due (as defined below), and the Payment Due Date (which date is at least 21 days after the Statement Closing Date). The "Closing Date" is the last day of the Billing Cycle. All transactions that post to your Account after the Closing Date will appear on your next Statement. Please review each Statement carefully. Preservation of your rights under federal law regarding resolution of billing errors depends upon your timely recognition of potential errors, as explained below in the "Billing Rights" section of this Agreement. We may, in our sole discretion and to the extent permitted by law, stop sending you Statements if we deem your

Account uncollectible or if we institute delinquency collection proceedings or if we have charged off your Account and we will not charge any additional fees or interest on your Account. Statements will be provided in the App at no cost.

Payment on Your Account

You must pay at least the Minimum Payment Due for each Billing Cycle by the Payment Due Date shown on each Statement. To calculate the "**Minimum Payment Due**", we add up the amounts you owe in each category (such as Purchases). For each category, we round the amount up to the nearest whole dollar before adding them together to get your Minimum Payment Due. The Minimum Payment Due includes any amount past due plus whichever of the following amounts are greater:

- If the New Balance is less than \$35.00, the total New Balance; or
- 1% of the New Balance on your Statement plus the total we bill you during the Billing Cycle for periodic finance charges, annual fees, late payment fee or other penalty fee, and the portion of your balance that exceeds your Credit Limit.

In addition to the Minimum Payment Due, you may pay all or part of the total balance on your Account at any time without incurring any prepayment charge. You must always pay at least the Minimum Payment Due each Billing Cycle by each applicable Payment Due Date, even if you paid more than the Minimum Payment Due in a previous Billing Cycle. Generally, credits to your Account, such as those generated by merchants or by person-to-person money transfers, are not treated as payments and will not reduce your Minimum Payment Due. If your New Balance is not paid in full before the applicable Payment Due Date, finance charges will continue to accrue on any unpaid portion of the New Balance, even if you paid the Minimum Payment Due. If you overpay or if there is a credit balance on your Account, we will not pay interest on such amounts.

Accepted Payment Methods

You may make payments in U.S. dollars from a deposit account held at a U.S. financial institution. By authorizing a payment, you represent and warrant that you are authorized to use the payment method you select to make your payment, and that there are sufficient available funds on the payment method to cover the full amount of the payment you authorize. We may add or change the permitted payment methods from time to time. You may make payments by logging into your Account on the App or

Cardless website, or by following the instructions shown on your Statement. We do not accept payments by cash or check. You must use one of the following payment options:

A. Preauthorized Automatic Electronic Fund Transfers ("AutoPay").

AUTHORIZATION FOR RECURRING PAYMENTS AND FEES. You may elect to make monthly preauthorized automatic payments. By electing this payment method, you authorize us or our service provider to initiate a payment in U.S. Dollars to your deposit account you select, on or after each Payment Due Date, in the amount of the Minimum Payment Due set forth on your Statement, or other amount you select. You also authorize us or our service provider to initiate a credit or debit to your deposit account as needed to correct any errors on or after the date such error occurs. You also authorize us to initiate a debit to your deposit account for any fee or charge, including any applicable returned payment or late fee, we may assess under this Agreement.

AUTHORIZATION TO VARY AMOUNTS. You have the right to receive advance notice if any recurring payment we seek will vary from the amount authorized or the prior debit. You have the right to receive notice at least 10 days prior to any debit that varies from the amount you have authorized or the prior debit. You can exercise your right to cancel or change your payment by following the instructions in the Cancellation and Termination section below.

CANCELLATION AND TERMINATION. You may cancel your authorization by logging into your Account on the App or Cardless website and changing your payment preferences, or by notifying us at (888) 294-4694, AT LEAST 3 BUSINESS DAYS PRIOR TO YOUR NEXT PAYMENT DUE DATE TO AVOID THE NEXT SCHEDULED PAYMENT FROM BEING AUTOMATICALLY INITIATED. We may terminate your enrollment in recurring payments at any time for any reason, including excessive returned payments. If you cancel this AutoPay authorization or if we terminate recurring payments to your deposit account, you understand that you will be responsible for making your payments by another payment method.

MISCELLANEOUS. You promise that you are an authorized signer on the deposit account. You understand and agree that payments are subject to applicable law and network rules, including the NACHA Operating Rules. If your deposit account that has been linked to your Account does not have sufficient funds for the payment amount you

have authorized, we may not initiate a payment.

B. One-Time Payments. You may authorize a one-time payment to us, using your debit card or by authorizing an ACH from your deposit account. By authorizing a payment, you also authorize us to debit or credit your selected payment method to correct any errors, process returned and reversed payments, unless prohibited by law or payment network rules.

REINITIATING A REJECTED PAYMENT. If a payment is returned, you further authorize us or our service provider, in our discretion, to reinitiate it up to two additional times or any greater number of times permitted by law or network rules. However, you agree that we are under no obligation to reinitiate any rejected payments. You understand that your financial institution may impose fees in connection with rejected payments, and you agree that we do not have any liability to you for such fees. **IF YOU KNOW THAT A PAYMENT WILL BE REJECTED BY YOUR FINANCIAL INSTITUTION (E.G., BECAUSE THERE IS NOT ENOUGH MONEY IN YOUR DEPOSIT ACCOUNT), YOU SHOULD CALL OR EMAIL US AT THE CONTACT INFORMATION PROVIDED IN THIS AGREEMENT SO THAT ALTERNATE ARRANGEMENTS CAN BE MADE.**

Payment Application and Instructions

A payment made in accordance with our payment instructions and received by 11:59 pm Eastern time on a Business Day will be credited to your Account as of that day. If we receive a payment after 11:59 pm Eastern time on a Business Day or on a non-Business Day, we will credit it on the next Business Day. If you do not follow our payment instructions, we may not accept your payment, or there may be a delay in crediting your Account.

We may process a late payment, partial payment, or a payment marked "payment in full" or with any other restrictive endorsement without losing any of our rights under this Agreement. Any settlement of your Account for less than what is owed requires a written agreement signed by you and us.

Your Available Credit may be increased by the amount of your payment within a reasonable time after that payment is received, provided you have not exceeded your

Credit Limit. We may delay the change to your Available Credit until we confirm that your payment has cleared. This may happen even if we credit your payment to your Account.

We may reject and return any payment that creates or adds to a credit balance on your Account. We may without notice restrict the availability of any credit balance in our sole and absolute discretion, to the extent permitted by law. We may reduce the amount of any credit balance by the amount of any new charges. You may write to the address provided on your Statement or call the number on the back of your Card to request a refund of any available credit balance.

We will allocate payments and other credits in our sole discretion, subject to applicable law. As required by law, payment amounts in excess of your Minimum Payment Due will be applied to balances with higher APRs before balances with lower APRs.

Authorized Users

For the sole purpose of this "Authorized Users" section, "you" and "your" mean the person that applied for and was approved for the Card. Your Account presently does not permit authorized users. We may, in our discretion, add the ability to add authorized users to your Card Account. At that time, you may request us to issue a Card to any other person(s) to allow such person(s) to access your Account or may otherwise permit another person to have access to your Account ("**Authorized User**"). We reserve the right to refuse to issue any additional Card to the extent permitted by applicable law. We may also require additional information about each Authorized User and may limit their use of the Card to the extent permitted by applicable law. Each Authorized User will have access to certain information about your Account, and you authorize us to disclose information about your Account to each Authorized User to the extent permitted by applicable law. You will be responsible for the Authorized User's use of your Account, including activity made by anyone else the Authorized User permits to use your Account, even if you have not authorized that person to use your Account, or that person exceeds the authority given to them to the extent permitted by applicable law.

If you or an Authorized User permits another person to have access to your Account, you are liable for all transactions made with the Card or Account, and all interest and

fees incurred, by such person, even if they are not an Authorized User to the extent permitted by applicable law. For the avoidance of doubt, you must pay us for all charges made by Authorized Users and any other person permitted to use or access your Account, including charges for which you may not have intended to be responsible, to the extent permitted by applicable law.

If you want to revoke permission for an Authorized User to use your Account you must: (1) notify us of your request by calling us at (888) 294-4694; and (2) immediately recover and destroy any Card issued to or in the possession of the Authorized User. If you do not, you will continue to be liable for any charges made, even if you have advised us to cancel the privileges, unless you tell us to cancel all Cards and establish a new Account for you, to the extent permitted by applicable law. Until we have received your notification of such a revocation (cancellation) made in accordance with this section, and we have had a reasonable time to act upon it, you are responsible for all Account activity made by you or any Authorized User, including any interest and fees applicable to such activity, to the extent permitted by applicable law. Authorized Users may remove themselves from your Account by calling the toll-free number on the back of the Card. If an Authorized User is removed from the Account, we may close that Account, cancel all Cards, and set up a new Account with a different Account number and Card, and/or keep your Account open, cancel any Cards associated with your Account, and issue you a new Card with a different Card number. You may not have access to your Account until you receive and activate your replacement Card to the extent permitted by applicable law.

Rewards

We, or our service provider (Cardless), may provide you with the opportunity to earn rewards in connection with your Account. If we do, we may provide you with such information and terms related to your rewards separately and you must agree to such terms prior to enrolling in any rewards program.

Credit Reports

We may report information about your Account to the credit bureau(s). Late payments, missed payments, or other defaults on your Account may be reflected in your credit report. If you wish to know the names of the credit reporting agencies we

have contacted, write to us at legal@cardless.com. We may also report our transaction experiences with you as permitted by law. **If you believe that we have reported inaccurate or incomplete information about you or your Account to a credit reporting agency or other consumer reporting agency, notify us in writing at legal@cardless.com or First Electronic Bank c/o Cardless, Inc. 350 Townsend St., #610, San Francisco, CA 94107. When you write (a) provide your name and the Card number; (b) identify the specific information you believe is incorrect; (c) explain why you believe the information is incorrect; (d) provide any supporting documentation you have that substantiates the basis of the dispute. We will investigate the matter. If our investigation shows that you are right, we will contact each credit reporting agency to which we reported the information and will request they correct the report. If we disagree with you after our investigation, we will tell you in writing.**

If you believe you have been the victim of identity theft, submit an identity theft report and affidavit to First Electronic Bank c/o Cardless, Inc. 350 Townsend St., #610, San Francisco, CA 94107.

You hereby authorize and instruct the Bank and each of its service providers (for itself or on behalf of Bank), to obtain and use consumer reports about you from consumer reporting agencies (a) to evaluate your creditworthiness when you apply for or open your Account and subsequently for any product upgrades or any updates; (b) from time to time throughout the term of this Agreement or if there is any outstanding amount you owe us on your Account (including any time after your Account has closed or this Agreement has terminated) to evaluate, maintain, service, and collect on your Account; (c) to determine your eligibility for an increase in your Credit Limit, even if you have not requested such increase; (d) to market to you other products and/or services and (e) for any lawful purpose, from time to time in connection with any other service we offer or that you may obtain from us or our partners.

General terms and conditions of your account

Events of Default

We may declare your Account to be in default, to the extent permitted by applicable law, if any of the following events occur: (1) you fail to make a Minimum Payment Due on or

before the applicable Payment Due Date; (2) we determine you made a false or misleading statement to us, or otherwise attempted to defraud us; (3) you die or are declared legally incompetent; (4) you file or become subject to a bankruptcy or insolvency proceeding; (5) we believe in good faith that you are unwilling or unable to pay obligations under this Agreement; (6) you exceed your Credit Limit; (7) you permanently reside or relocate outside of the U.S.; (8) you fail to comply with any term of this Agreement; or (9) you revoke your consent to receive records, disclosures, and other communications electronically.

IDAHO, IOWA, KANSAS, MAINE AND SOUTH CAROLINA RESIDENTS ONLY: We may declare you to be in default if you fail to make a payment in full within ten days after its Payment Due Date or if the prospect of your payment or performance is significantly impaired (for Iowa residents, if, following an event of default, the prospect of your payment is materially impaired). We have the burden of establishing the impairment of such prospect of payment or performance.

WISCONSIN RESIDENTS ONLY: We may declare you to be in default (a) if you permit to be outstanding an amount exceeding one full payment which has remained unpaid for more than 10 days after its scheduled due date or deferred due date, or if you fail to pay the first payment or last payment within 40 days of its scheduled due date or deferred due date or (b) if you fail to observe any other provision of this Agreement, the breach of which materially impairs your ability to pay the amounts due under the Agreement.

Consequences of Default

If you are in default, we may take certain actions with respect to your Account, and to exercise our rights under this Agreement and applicable law. We may take any or all of the following actions, without notifying you, unless the law says we must give you notice: (1) continue to charge you Fees and Interest charges as set forth herein; (2) lower your Credit Limit; (3) commence an action for the collection of all amounts owed in connection with this Agreement; (4) declare the entire balance of your Account immediately due and payable; (5) suspend, restrict, or cancel your Card and Account and/or terminate this Agreement; and/or (6) exercise all other rights and remedies available to us under applicable law. In the event of your default, and subject to any limitations or requirements of applicable law, you agree to pay all costs, including reasonable attorney's fees, incurred by us in collecting all amounts due on your Account, whether or not suit is brought against you.

Closing Your Account; Suspension and Termination

If, within the first sixty (60) days of Account opening, you have not used your Account to make a Purchase, balance transfer, or made a payment on your Account, and request to close your account, we will close your Account and you will not be responsible for paying the Annual Fee. In addition, we may, at any time and for any reason not prohibited by law, suspend or close your Account or otherwise terminate your right to use your Account. You may close your Account at any time by notifying us in writing at First Electronic Bank c/o Cardless, Inc. 350 Townsend St. #610, San Francisco, CA 94107, or by telephone at (888) 294-4694. We may close your Account or suspend your ability to use your Account or Card, or otherwise cancel or limit this Agreement at any time for any reason or no reason, and without notice to you, subject to applicable law. We are not liable for any refusal by anyone to honor your Account or Card.

If you move to a state, U.S. territory, or non-U.S. territory where the Card is not offered, we may be required to close your Account. Eligibility for the Account is based in part on your state of residence and is subject to change based on legal or program requirements.

We may restrict, suspend, or close your Account at any time, for any reason permitted by law, and without prior notice if we determine that continued Account activity presents a risk to you or us.

Examples of reasons your Account may be restricted or closed include (but are not limited to):

- Suspicious, fraudulent, or unauthorized activity, or activity that may indicate identity theft or account takeover.
- Misuse of the Account, including attempts to manipulate or "manufacture" spend to earn rewards, meet spend thresholds, or obtain cash equivalents in ways not consistent with the intended use of the Card.
- Violation of the Cardholder Agreement, including use of the Account for prohibited transactions or in a manner inconsistent with its purpose.
- Providing false, inaccurate, or incomplete information during Account application or servicing.
- Failure to make payments or maintain your Account in good standing.
- Regulatory or compliance concerns, including anti-money laundering (AML), sanctions, or Know Your Customer (KYC) issues.

This Agreement will survive the closing of your Account by you or us and your obligations under this Agreement continue even after the Account is closed. You must destroy all Cards or other credit devices that access the Account when the Account is closed. When your Account is closed, you must contact anyone authorized to charge transactions to your Account, such as any subscription services, to make other payment arrangements. These transactions may continue to be charged to your Account until you change the billing arrangement. Also, if we believe you have authorized a transaction or are attempting to use your Account after you have requested to close the Account, we may allow the transaction to be charged to your Account. While our general practice is to decline transactions on your Account after it is closed, you will remain liable for any transactions that are charged to your Account after it is closed, and you must immediately repay us all such amounts.

Security; Lost or Stolen Card; and Unauthorized Use

You are responsible for protecting the security of your Card, Account, and any credentials and devices you use to access your Account. You must take reasonable steps to prevent the unauthorized use of your Card and Account. For security reasons, you must, upon receipt of the Card, comply with any card activation procedures as may be prescribed by us.

Limitation of Liability for Unauthorized Use of Your Card or Account

If you notice the loss or theft of your Card or possible unauthorized use of your Card or Account, you should write to us immediately at First Electronic Bank c/o Cardless, Inc. 350 Townsend St. #610, San Francisco, CA 94107, or call us at (888) 294-4694. You may also contact us on the web at legal@cardless.com. You will not be liable for any unauthorized use that occurs after you notify us. You may, however, be liable for unauthorized use that occurs before your notice to us. In any case, your liability will not exceed \$50.

If you orally give us notice concerning loss or theft, you agree to confirm such notice in writing upon request. Also, you agree to assist us in determining the facts and circumstances relating to any loss, theft or possible unauthorized use of your Card or Account, and to comply with such procedures as we may reasonably require in connection with our investigation. You agree that unauthorized use does not include use by a person to whom you have given authority to use the Card or Account, and that you

will be liable for all use by such a person until you notify us that such authority to use the Card or Account is no longer authorized. To terminate that authority, you must notify us at (888) 294-4694.

No Warranty Regarding Merchant Goods or Services

We make no representations or warranties with respect to the quality, safety, legality, timeliness, or any other aspect of any goods or services you purchase with your Card.

Assignment

We may at any time, and without notice to you, sell, assign, or transfer (a) your Account; (b) rights or interests in any amounts you owe under this Agreement; or (c) our rights or obligations under this Agreement to any person or entity. The person or entity to whom we make any such sale, assignment, or transfer will be entitled to all of our rights and will assume our obligations under this Agreement, to the extent sold, assigned or transferred. We will also share with any prospective purchaser or transferee of this Agreement or this Account, any amounts due on your Account or our rights or obligations under your Account or this Agreement all personal information you may provide us or that we collect in connection with the Card or Account. You authorize us to share such information about you or your Account with such prospective transferees, our affiliates and others. You may have the right to opt out of some information sharing. For more details, please refer to our Privacy Notice and our Privacy Policy.

You may not assign your Account or any responsibilities under this Agreement to anyone else. Regardless, this Agreement will be binding on your personal representative, executor, administrator, and successors.

Change in Terms

We may add, delete, or change any provision of this Agreement at any time and in our sole discretion, unless prohibited by law. We will give you notice of any changes as required by law, and such notice may be included on your Statement or in a separate notice. For certain changes, you may have the right to reject the change; however, we

may close your Account and require you to return or destroy all Cards and any other access device you use to access your Account as a condition of your rejection. If this Agreement conflicts with any oral or written statements made by one of our employees or by a third-party service provider, such statements are unenforceable, do not constitute a change in terms, and this Agreement will control.

Third-Party Service Providers

We may engage one or more servicers or other third-party service providers to service all or part of your Card and Account, including, but not limited to, Account and/or Card management through the service provider's website or mobile application and customer service relating to any rewards offered in connection with your Card or Account. In this capacity, the service provider may act on our behalf, perform our obligations, or enforce our rights under this Agreement. You understand and acknowledge that we may share with any service provider any information you provide to us in connection with your Account or Card or any information we collect in connection with your Account or Card in order for the service provider to provide you with products and/or services in connection with your Account and/or Card. We may transfer your Account and Card servicing to a different servicer. If the servicer of your Card and Account changes, we will notify you as required by applicable law.

Limitation of Liability

You agree that we, our affiliates, successors, assigns, service providers, agents, officers, directors, and employees (and the same of our service providers, subsidiaries, and affiliates) (collectively, the "Indemnified Parties") will not be liable for anything we do when following your instructions. In addition, each Indemnified Party will not be liable if any Indemnified Party does not follow your instructions, if there is reason to believe that your instructions would result in potential loss, civil or criminal liability, or conflict with customary credit practices. To the extent that you are entitled to relief under this Agreement, the total liability of the Indemnified Parties to you will not exceed \$500, to the extent permitted by applicable law and unless otherwise required by statute. From time to time, we may offer you benefits and services with your Account. These benefits and services may be provided by us or third parties. These benefits and services are not a part of this Agreement and are subject only to the terms and conditions outlined in the benefits or services brochure and other documents provided to you with respect to the benefits and services. Except as required by applicable law, we are not liable for benefits

or services provided by third parties or the actions or omissions of those third parties. avianca is not a party to this Agreement. THE INDEMNIFIED PARTIES WILL NOT BE LIABLE FOR INDIRECT, SPECIAL, OR CONSEQUENTIAL DAMAGES REGARDLESS OF THE FORM OF ACTION AND EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. This section will survive termination of your Account and of this Agreement.

Indemnification

You agree to indemnify and hold the Indemnified Parties harmless from and against losses arising from your use of services provided under this Agreement, except to the extent such losses arise out of our own gross negligence, willful misconduct, or noncompliance with applicable law. You further agree to hold each Indemnified Party harmless from losses arising out of actions taken or omitted in good faith by any such Indemnified Party in reliance upon instructions from you. The Indemnified Parties are not responsible for actions or omissions by any third party, except as provided by applicable law. This section will survive termination of your Account and of this Agreement.

Communications

We may use automated telephone dialing, prerecorded and artificial voice messages, text messaging systems and electronic mail ("email") to provide messages to you about your Account, including concerning payments, alerts, collections, and other important information regarding this Agreement, your Account and your relationship with us. The telephone messages may be played by a machine automatically when the telephone is answered, whether answered by you or someone else, or displayed on a mobile device, whether viewed by you or someone else. These messages may also be recorded by your answering machine. You give us your permission to call or send a text message to any telephone number you have given us, or you give to us in the future, and to play pre-recorded messages or send text messages with respect to such information about this Agreement. You also give us permission to communicate such information to you by email. You understand that, when you receive such calls, texts, or emails, you may incur a charge from the company that provides you with telecommunications, wireless, and/or internet services. You agree that we will not be liable to you for any fees, inconvenience, annoyance, or loss of privacy in connection with such calls, texts, or emails. You understand that anyone with access to your telephone or email account may listen to or read the messages, notwithstanding our efforts to communicate only with you. If a

telephone number(s) you have provided to us changes, or if you cease to be the owner, subscriber, or primary user of such telephone number(s), you agree to immediately give us notice of such facts so that we may update our records. You agree that you will accept calls at your home, place of business or on a mobile telephone regarding the Account. You agree that this authorization constitutes a bargained-for exchange. To the extent you have the right under applicable law to revoke this authorization you agree you may do so by calling us at (888) 294-4694 or emailing us at support@cardless.com or by any other reasonable means. You may revoke consent to automated texts by replying STOP or similar to any text we send. Message and data rates may apply.

You agree that your telephone communications with us or any of our representatives, affiliates or service providers may be monitored, recorded and retained by any of them.

Information Sharing

You understand and agree that, as part of your card application and account opening, you are furnishing all information in your application to us, as issuer of the **avianca lifemiles American Express® card** and the **avianca lifemiles American Express® elite card**, and that we may use any information collected from you regarding you personally. In addition, you authorize us, through Cardless as the credit card servicer and program administrator, to share with Lifemiles Ltd ("**Lifemiles**") the information you provided to us on the application as well as your experiential and transactional information regarding your account activity and that LifeMiles or its affiliates may use that information to market its products and services to you. You can opt-out of some of this information sharing by contacting Cardless at (888) 294-4694 or privacy@cardless.com. The Cardless, Inc. Avianca LifeMiles American Express Credit Card Privacy Notice is available upon request and can be obtained at [Cardless Avianca Lifemiles Privacy Notice](#) or by contacting Cardless at (888) 294-4694 or privacy@cardless.com.

Governing law and disputes

Governing Law and Class Action Waiver

This Agreement is governed by and construed in accordance with the laws of the United States. To the extent state law applies to this Agreement, this Agreement will be governed by the laws of the state of Utah, without regard to internal principles of

conflicts of laws. This Agreement is not valid until accepted by us in Utah, and any credit extended to you is extended in and from Utah, regardless of where you reside or use your Account.

YOU EXPRESSLY WAIVE YOUR RIGHT TO INITIATE OR PARTICIPATE IN A CLASS ACTION RELATED TO THIS AGREEMENT OR THE ACCOUNT PURSUANT TO UTAH CODE ANN. § 70C-4-105.

Waiver of Jury Trial: You acknowledge that the right to trial by jury is a constitutional right but may be waived in certain circumstances. To the extent permitted by law, you knowingly and voluntarily waive any right to trial by jury in the event of litigation arising out of or related to this Agreement. This jury trial waiver shall not affect or be interpreted as modifying in any fashion the Arbitration Provision below, which has its own separate jury trial waiver. This waiver does not apply if you are a Covered Borrower under the Military Lending Act at the time this Account is originated.

Enforceability: Subject to and except as otherwise provided in the Arbitration Provision, if any term of this Agreement is finally determined to be void or unenforceable by a court or government agency of competent jurisdiction, that term will continue to be enforceable to the extent allowed by such court or agency, and the remainder will no longer be a part of this Agreement. All other provisions of this Agreement will remain in effect.

Agreement in Writing: This Agreement (including this avianca lifemiles American Express®Card Cardholder Agreement or the avianca lifemiles American Express® elite Card Cardholder Agreement (as applicable) and the Truth in Lending Act Disclosures) is the final expression of the agreement between you and us and it may not be contradicted by evidence of an alleged oral agreement.

Unsecured Line of Credit: Notwithstanding any language in any agreement to the contrary, this Account and this Agreement, and your obligation to pay amounts due under this Agreement, are not secured, and any security interest which might otherwise exist with respect to the Account or Agreement is hereby waived by us.

Communications Under Federal Bankruptcy Code: Any communication with us required or permitted under the Federal Bankruptcy Code must be in writing, must include your Account number, and must be sent to First Electronic Bank c/o Cardless, Inc. 350 Townsend St., #610, San Francisco, CA 94107.

Arbitration

PLEASE READ THIS ARBITRATION PROVISION CAREFULLY. IN ARBITRATION, THE CASE IS DECIDED BY A NEUTRAL ARBITRATOR INSTEAD OF A JUDGE OR JURY AND PROCEEDS ON AN INDIVIDUAL BASIS, WITHOUT CLASS OR REPRESENTATIVE PROCEEDINGS. IF YOU DO NOT WISH TO ACCEPT THIS ARBITRATION PROVISION,

YOU MUST FOLLOW THE INSTRUCTIONS IN SUBSECTION (k) TO REJECT ARBITRATION. THIS ARBITRATION PROVISION IS BINDING EXCEPT AS SET FORTH IN SUBSECTION (I).

In this Arbitration Provision only, references to "we," "our," or "us" mean First Electronic Bank, and any of their service providers, parents, subsidiaries, affiliates, predecessors, successors, assigns, and any third parties, as well as the officers, directors, agents, and employees of any of the foregoing, providing goods or services pursuant to or in connection with the Agreement, the Account, or the Card. These terms also include any party named as a co-defendant with us in a claim asserted by you. In this Arbitration Provision only, references to "you" and "your" mean the individual electronically signing or otherwise agreeing to this Agreement, any authorized or unauthorized beneficiaries of the Agreement, the Account, or the Card, and your and their respective heirs, trustees, representatives, and agents.

This Arbitration Provision does not preclude any party from bringing issues to the attention of Federal, state, or local agencies. The Agreement evidences a transaction in interstate commerce, and thus the Federal Arbitration Act governs the interpretation and enforcement of this Arbitration Provision. This Arbitration Provision shall survive termination of the Agreement or the bankruptcy of any party. This Arbitration Provision supersedes any other arbitration agreement that governs claims arising out of or relating to any aspect of the relationship between you and us.

(a) **Claims Subject to Arbitration:** Except as specified in subsection (b) below, any claim between you and us must be arbitrated in a single arbitration forum if any party elects arbitration. This Arbitration Provision is intended to be broadly interpreted. It includes, but is not limited to:

- claims arising out of or relating to any aspect of the relationship between you and us, whether based in contract, tort, fraud, misrepresentation, or any other statutory, common law, or other legal theory;
- claims that arose before this Agreement, including, but not limited to, claims relating to advertising, marketing, or disclosures;
- claims relating to the retention, protection, use, or transfer of information about you or any of your accounts for any of our products or services;

- claims that are asserted as initial claims, counterclaims, cross-claims, or third-party claims;
- claims relating to communications with you or us, regardless of sender, concerning any of our products or services, including emails and automatically dialed calls and text messages;
- claims relating to any agreement with us including this Agreement, Card, or Account, including those claims that may arise after those agreements terminate; and
- claims related to either the avianca lifemiles American Express Card or the avianca lifemiles American Express® elite Card (as applicable).

(b) **Claims Not Subject to Arbitration:** You and we agree that the following disputes or claims cannot be arbitrated:

- claims seeking only individualized relief asserted by you or us in small claims court, so long as the action remains in that court and is not removed or appealed to a court of general jurisdiction, in which case either party may elect arbitration;
- disputes over the scope and enforceability of this Arbitration Provision; and,
- claims for public injunctive relief under California law. In any action in California state or federal courts including a claim for public injunctive relief under California law, whether such a claim is correctly one for public injunctive relief or private injunctive relief shall be determined by a court and any adjudication of a claim for public injunctive relief shall be determined by a court, but any claims seeking monetary relief shall be arbitrated. In such cases the parties agree and will request that the court stay the request for public injunctive relief until the arbitration award pertaining to the individual monetary relief has been determined by an arbitrator and entered in court. In no event will an action for public injunctive relief be arbitrated; this provision will be deemed null and void in the event California law and/or federal law preempting California law changes to permit the waiver of a public injunctive relief claim in an arbitration provision.

(c) **Claim Notice; Meet and Confer:** Informal efforts to resolve disputes can result in prompt and efficient resolutions. **Before starting an arbitration or a lawsuit, the party seeking to commence a proceeding**

(the "Claimant") must give the other party (the "Respondent") written notice of the claim (a "Claim Notice"). Claim Notice sent to us must be provided to us at First Electronic Bank c/o Cardless, Inc. 350 Townsend St., #610, San Francisco, CA 94107. We may send a Claim Notice to you at any address we have for you in our records. The Claim Notice must explain in reasonable detail the nature of the claim and include any supporting facts, the requested relief, the Claimant's address and phone number, and the Claimant must sign it. A notice or letter provided to you stating that any amount you owe us is past due will serve as a Claim Notice.

The Claimant and Respondent must try to resolve the claim on an individual basis and without filing an arbitration or a lawsuit for at least 30 days (the "Pre-Filing Period"). During the Pre-Filing Period, either party may request that the parties participate personally in a meeting (a "Meet-and-Confer") which may occur in person, virtually, or by conference call to attempt in good faith to resolve the Claim. The Meet-and-Confer is limited to claims between you and us. If you are represented by counsel, your counsel may also participate in the Meet-and-Confer. We may participate through any of our representatives.

The Claimant may not start an arbitration or lawsuit until the Claimant complies in full with this requirement. The Claim Notice shall not apply to claims that are asserted only as counterclaims. The statute of limitations for any claim will be tolled for 60 days following service of a proper Claim Notice.

(d) **Commencing Arbitration:** The arbitration will be administered by the American Arbitration Association ("AAA"). If the AAA is unavailable or unwilling to administer the arbitration, another arbitration provider shall be selected by the parties or by the court. **Any party initiating an arbitration shall certify that the demand for arbitration complies with the requirements of Federal Rule of Civil Procedure 11(b) and that the party has complied with the requirements of subsection (c), (Claim Notice; Meet and Confer), above.** A court will have authority to enforce this subsection (d), including the power to enjoin the filing or prosecution of an arbitration without the party first complying with subsection (c). The court also may enjoin the assessment or collection of arbitration fees incurred as a result of such arbitration. Further, unless prohibited by applicable law, the AAA shall not accept nor

administer any arbitration unless the claimant has complied with subsection (c).

(e) **Arbitration Procedure:** The arbitration will be governed by the AAA's Consumer Arbitration Rules, as modified by this Arbitration Provision, and the Mass Arbitration Supplementary Rules shall apply if AAA's definition of Mass Arbitration is met. The AAA rules are available online at www.adr.org. Except as provided in subsection (c) above and in subsection (g) below, the arbitrator can award the same individualized remedies (including punitive and statutory damages and statutory attorney's fees and costs) that a court could award. The arbitrator shall issue a reasoned written decision sufficient to explain the essential findings and conclusions on which the award is based.

(f) **Arbitration Fees and Decisions:** Unless it would conflict with law or make this Arbitration Provision invalid:

- The AAA will decide each party's share of arbitration fees and costs for arbitration based on the law and its rules.
- A party is entitled to recover its reasonable attorney fees and costs, arbitrator compensation, and AAA administrative fees if the other party brings or defends a claim for purposes of harassment or that is frivolous.
- The parties agree that the provisions Federal Rule of Civil Procedure 68 shall apply to any claim and be enforced by the arbitrator.

(g) **Minimum Recovery:** If you comply with the requirements of this Arbitration Provision and the arbitrator awards you an amount of money that exceeds the value of our last written settlement before the arbitrator issues the award, then we will pay you \$500 in lieu of any smaller award. In determining whether you are entitled to the minimum \$500 recovery, the arbitrator shall not consider amounts offered or awarded for attorneys' fees or costs. Any disputes as to recovery of the \$500 minimum recovery shall be resolved by the arbitrator and must be raised within 14 days of the arbitrator's ruling on the merits. Before the arbitrator has determined the amount, if any, to which you are entitled, you may not disclose the amount of any settlement offer to the arbitrator.

(h) **Requirement of Individual Arbitration and Waiver of Class Action:** The arbitrator may award relief only in favor of the individual party seeking relief and only to the extent necessary to provide relief warranted by that party's individual claim. YOU AND US AGREE THAT EACH MAY BRING CLAIMS AGAINST THE OTHER ONLY IN YOUR OR OUR INDIVIDUAL CAPACITY, AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS, REPRESENTATIVE, OR PRIVATE ATTORNEY GENERAL PROCEEDING.

(i) **Mass Filing:** If a claim is part of a Mass Arbitration under the AAA's Mass Arbitration Supplementary Rules, the parties agree that the additional procedures in this subsection shall apply. The parties further acknowledge that electing to be part of a Mass Arbitration may delay the adjudication of a claim. If claims qualify as a Mass Arbitration, counsel for the parties shall each select 10 claims from each side (20 claims total) to proceed in individual arbitrations as part of a staged process ("Stage One"). After Stage One is complete, the parties shall promptly engage in a global mediation. If the remaining claims are not resolved after the global mediation, counsel for each side shall select 50 claims (100 claims total) to proceed in individual arbitrations ("Stage Two"). After Stage Two is complete, the parties shall promptly engage in a second global mediation regarding the remaining claims. If the remaining claims are not resolved, the AAA shall administer the remaining claims in concurrent batches of 50 Claims, with each batch assigned to one arbitrator, who shall conduct individual arbitrations.

(j) **Appeals:** Except for: (a) Federal Arbitration Act appeal rights; and (b) Claims involving more than \$50,000 (including claims for an order where compliance could cost more than \$50,000), the arbitrator's award will be final and binding. For claims involving more than \$50,000, either party may appeal the award to a three-person panel selected per this clause. The panel will revisit from the start any part of the initial award either party has appealed. The panel's decision will be final and binding except for any FAA appeal right. Any appropriate court may enter judgment upon the arbitrator's (or panel's) award.

(k) **Right to Reject Arbitration Provision:** If you do not wish to arbitrate, you must send a rejection notice to First Electronic Bank c/o Cardless, Inc. 350 Townsend St., #610, San Francisco, CA 94107 by certified mail ("Rejection Notice"). To be valid, a Rejection Notice must: (i) include your name and a statement that you are rejecting the arbitration provision in this Agreement;

and (ii) be sent within thirty (30) days after the date you enter this Agreement. If a Rejection Notice complies with these requirements, this Arbitration Provision will not apply to you with respect to any claims that you or we commence after receiving your Rejection Notice. Rejecting this Arbitration Provision will not affect your other rights or responsibilities under this Agreement, nor will it affect any other arbitration agreements between you and us, such as arbitration provisions in other contracts.

(l) **Exclusions:** THIS ARBITRATION PROVISION DOES NOT APPLY IF: (1) YOU ARE A COVERED BORROWER UNDER THE MILITARY LENDING ACT (THE "MLA") AND YOUR TRANSACTION IS SUBJECT TO THE MLA; OR (2) YOU SEND A REJECTION NOTICE IN ACCORDANCE WITH SECTION (K) ABOVE.

(m) **Severability:** If any part of this Arbitration Provision is held invalid, the rest of this Arbitration Provision will continue to apply. But, if a court rules that an arbitrator can decide a claim on a class or other representative basis and the ruling becomes final, only this subsection (m) will apply and the remainder of this Arbitration Provision will be void.

Miscellaneous; Waiver; Entire Agreement; and Severability

We will not lose any of our rights if we delay or choose not to take any action for any reason. We may waive our right without notifying you. Without limiting the generality of this section, we may waive finance charges or fees that we may charge you without notifying you and without losing our right to charge them in the future. This Agreement is the final expression of the agreement between you and us and may not be contradicted by evidence of any alleged oral agreement. If any of the provisions of this Agreement are held to be unenforceable or invalid for any reason, the remaining provisions hereof will nevertheless remain enforceable, and will be interpreted in such a manner to preserve the enforceability of this Agreement to the maximum extent permitted by applicable law.

State Notices

All Accounts, including California and Utah Residents:

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.

IOWA, MISSOURI, NEBRASKA, AND TEXAS RESIDENTS ONLY: ORAL AGREEMENTS OR COMMITMENTS TO LOAN MONEY, EXTEND CREDIT OR FORBEAR FROM ENFORCING REPAYMENT OF DEBT INCLUDING PROMISES TO EXTEND OR RENEW SUCH DEBT ARE NOT ENFORCEABLE. TO PROTECT YOU AND US FROM ANY MISUNDERSTANDING OR DISAPPOINTMENT, ANY AGREEMENTS WE REACH COVERING SUCH MATTERS ARE CONTAINED IN THIS WRITING, WHICH IS THE COMPLETE AND EXCLUSIVE STATEMENT OF THE AGREEMENT BETWEEN US, EXCEPT AS WE MAY LATER AGREE IN WRITING TO MODIFY IT.

California Residents: The applicant, if married, 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.

Maryland Residents: If you are a Maryland resident as of the date you accept this Agreement, as evidenced by your billing address, to the extent, if any, that Maryland law applies to this Agreement and your Account and is not preempted by federal law, we elect to offer your credit account under Subtitle 9 (Credit Grantor Open End Credit Provisions) of Title 12 of the Maryland Commercial Law, and finance charges will be imposed on your Account in amounts and rates not in excess of those permitted by Maryland law.

Massachusetts Residents: Massachusetts law prohibits discrimination on the basis of the race, color, religious creed, national origin, sex, gender identity, marital status or sexual orientation.

New Hampshire Residents. If you prevail in any action, suit or proceeding we bring or in an action you bring in connection with this Agreement, reasonable attorneys' fees shall be awarded to you. If you successfully assert a pertinent defense, set off, recoupment or counterclaim to an action brought by us, the court may withhold from us the entire amount or such portion of the attorneys' fees as the court deems appropriate.

New Jersey Residents: (1) The section headings of this Agreement are a table of contents and not contract terms. (2) You agree to pay our reasonable attorney's fees, up to 20% of outstanding principal and interest, paid in the collection of this account to an attorney who is not our employee. (3) Provisions of this Agreement that refer to acts or practices that apply as permitted by, or except as prohibited by, applicable law are applicable to New Jersey residents only to the extent that such acts or practices are permitted by New Jersey or Federal law.

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 upon request. The Ohio Civil Rights Commission administers compliance with the law.

Married Wisconsin Residents: Your signature confirms that this loan obligation is being incurred in the interest of your marriage or family. No provision of any marital property agreement, unilateral statement or court decree adversely affects a creditor's interest unless, prior to the time the credit is granted, the creditor is furnished a copy of the agreement, statement or decree or has actual knowledge of the adverse provision. You understand we may be required to give notice of this Account to your spouse. Married Wisconsin residents must furnish the name and address of their spouse to us at 350 Townsend St., #610, San Francisco, CA 94107.

New York, Rhode Island and Vermont Residents: We may obtain at any time 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. On 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. New York residents may contact the New York State Department of Financial Services to obtain a comparative listing of credit card rates, fees and grace periods. New York State Department of Financial Services - (800) 342-3736 or <https://www.dfs.ny.gov/>.

Billing Rights

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:

First Electronic Bank c/o Cardless, Inc
350 Townsend St., #610, San Francisco, CA 94107

You may also contact us by email at legal@cardless.com

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 these rules, you do not have to pay the first \$50.00 of the amount you question even if your bill is correct.

Your Rights If You Are Dissatisfied With Your Credit Card Purchases

If you are dissatisfied with the goods or services that you have purchased with your 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 are necessary if your Purchase was based on an advertisement we mailed to you, or if we own the company that sold you the goods or services.)
2. You must have used your 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:

First Electronic Bank c/o Cardless, Inc
350 Townsend St., #610, San Francisco, CA 94107
You may also contact us by email at legal@cardless.com

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.

FACTS**WHAT DOES FIRST ELECTRONIC BANK DO WITH YOUR PERSONAL INFORMATION?****Why?**

Financial companies choose how they share your personal information. Federal law gives consumers the right to limit some but not all sharing. Federal law also requires us to tell you how we collect, share, and protect your personal information. Please read this notice carefully to understand what we do.

What?

The types of personal information we collect and share depend on the product or service you have with us. The information can include:

- Social Security number and income
- account balances and payment history
- credit history and credit scores

When you are *no longer* our customer, we continue to share your information as described in this notice.

How?

All financial companies need to share customers' personal information to run their everyday business. In the section below, we list the reasons financial companies can share their customers' personal information; the reasons First Electronic Bank chooses to share; and whether you can limit this sharing.

Reasons we can share your personal information	Does First Electronic Bank share?	Can you limit this sharing?
For our everyday business purposes - such as to process your transactions, maintain your account(s), respond to orders and legal investigations, or report to credit bureaus	Yes	No
For our marketing purposes - to offer our products and services to you	Yes	No
For joint marketing with other financial companies	No	We do not share
For our affiliates' everyday business purposes - information about your transactions and experiences	Yes	No
For our affiliates' everyday business purposes - information about your creditworthiness	No	We do not share
For our affiliates to market to you	No	We do not share
For nonaffiliates to market to you	No	We do not share

Questions?

www.firstelectronic.bank

Privacy Policy Continued

Who we are	
Who is providing this notice?	First Electronic Bank
What we do	
How does First Electronic Bank protect my personal information?	To protect your personal information from unauthorized access and use, we use security measures that comply with federal law. These measures include computer safeguards and secured files and buildings.
How does First Electronic Bank collect my personal information?	We collect your personal information, for example, when you: ▪ apply for a loan or open an account ▪ give us your contact information or pay your bills ▪ use your credit card We also collect your personal information from others, such as credit bureaus, affiliates or other companies.
Why can't I limit all sharing?	Federal law gives you the right to limit only ▪ sharing for affiliates' everyday business purposes- information about your creditworthiness ▪ affiliates from using your information to market to you ▪ sharing for nonaffiliates to market to you State laws and individual companies may give you additional rights to limit sharing. See below for more on your rights under state law.
Definitions	
Affiliates	Companies related by common ownership or control. They can be financial and nonfinancial companies. ▪ <i>Our affiliates include nonfinancial companies such as Fry's Electronics, Inc.</i>
Nonaffiliates	Companies not related by common ownership or control. They can be financial and nonfinancial companies. ▪ <i>First Electronic Bank does not share with nonaffiliates so they can market to you.</i>
Joint marketing	A formal agreement between nonaffiliated financial companies that together market financial products or services to you. ▪ <i>First Electronic Bank does not jointly market.</i>

Other important information

For California Customers: We will limit our sharing of personal information about you with our affiliates to comply with all California privacy laws that apply to us.

Disclosure of Rate, Fee and Other Cost Information

Interest Rates and Interest Charges

Annual Percentage Rate (APR) for Purchases	19.49% to 29.49% when you open your account, based on your creditworthiness. After that, your APR will vary with the market based on the Prime Rate.
Penalty APR and When it Applies	None
How to Avoid Paying Interest on Purchases	Your due date is at least 21 days after the close of each billing cycle. We will not charge interest on purchases if you pay your entire balance by the due date each month.
Minimum Interest Charge	There is no minimum interest charge. You will be charged any interest due, regardless of amount.
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 website at www.consumerfinance.gov/learnmore

Fees

Annual Fee	\$249
Transaction Fees Foreign transaction	\$0
Penalty Fees - Late payment - Over-the-credit-limit - Returned payment	Up to \$8 \$0 \$0

How We Will Calculate Your Balance: We use a method called “average daily balance” (including new transactions). See your avianca lifemiles American Express Elite Card Cardholder Agreement for more details.

This Notice: The information about the costs of the card described in this form is accurate as of March 9, 2026. This information may have changed after that date. To find out what may have changed, write to us at Cardless, 350 Townsend St. #610, San Francisco, CA 94107 or call us toll-free at (888) 294-4694.

Your Billing Rights: Information on your rights to dispute transactions and how to exercise those rights are included in the Cardholder Agreement. See the “Billing Rights” section in your Cardholder Agreement for more details.

Penalty Fees. We may charge a Late Payment Fee up to \$8 if we do not receive the minimum payment amount shown on your Statement by the due date shown on your Statement. As permitted by law, we may charge you a Return Payment Fee up to \$0 each time any payment made by you is not paid by your financial institution for any reason. Neither the Late Payment fee nor the Return Payment fee will exceed the related minimum payment that was due. We will not charge a Late Payment Fee and a Returned Payment fee on the same payment.

How We Will Calculate Your Variable APRs: Your Annual Percentage Rate is calculated by adding the Index (as defined below) to the margin disclosed in your Truth in Lending Act Disclosures. The Annual Percentage Rate (and Daily Periodic Rate or “DPR”) on this Account will vary from time to time due to changes to the Index. As a result, your APR (and DPR) may change as frequently as quarterly. The Index is the U.S. Prime Rate as published in The Wall Street Journal. We will use the U.S. Prime Rate as published in The Wall Street Journal on January 25, April 25, July 25, and October 25. If it is not published that day, we will use the immediately preceding published U.S. Prime Rate. If the Index has changed, the new APR (and DPR) will apply to your Account as of the first day of your February, May, August, and November Billing Cycles. If the Index increases (or decreases), you will pay a correspondingly higher (or lower) interest charge and may pay a higher (or lower) Minimum Payment Due. The U.S. Prime Rate is simply a pricing index and may not be the lowest interest rate available. If The Wall Street Journal temporarily or permanently stops publishing the U.S. Prime Rate, or how the U.S. Prime Rate is defined is changed, then we may select a new third party source for obtaining the U.S. Prime Rate or select a substitute Index not under our control, in our sole discretion.

Purchase APR: Prime + 12.74% to Prime + 22.74%. Daily periodic rate of 0.0534% to 0.0808%.

U.S. Prime Rate effective as of December 16, 2025 is **6.75%**.

How We Will Calculate the Interest Charge: We use the “average daily balance (including new transactions)” method to calculate the interest charge on each type of transaction. This means at the end of each Billing Cycle for each transaction type, we: (1) multiply your “average daily balance (including new transactions)” by the Daily Periodic Rate for that transaction type, and (2) multiply the result by the number of days in the Billing Cycle. To get the “average daily balance (including new transactions),” for each transaction type, we first determine the “daily balance” by taking the beginning balance of each type of transaction on your Account each day of the Billing Cycle, add any new transactions posted that day, and the periodic interest charges incurred the previous day (compounding interest), along with any fees incurred the previous day, and then subtract any payments or credits applied to the principal balance. If any day’s daily balance is a credit balance, we will treat it as a balance equal to \$0.00. Then, we add up all the daily balances for each day of the Billing Cycle and divide the total by the number of days in the Billing Cycle to get the “average daily balance (including new transactions)” by transaction type. Then we multiply the Daily Periodic Rate applicable to the transaction type by the applicable “average daily balance (including new transactions)” for that transaction type and multiply the resulting number by the number of days in the Billing Cycle to calculate the interest charge for each transaction type. We add together the interest charge for each transaction type to determine the total interest charge owed on your Account for that Billing Cycle.

Due to rounding, this interest calculation may vary slightly from the interest charge actually assessed. After the Payment Due Date, interest charges will continue to accrue on the total amount that remains unpaid after the applicable Payment Due Date, until it is paid in full.

Avoiding Paying Finance Charges: If you pay your Statement's new balance in full by the payment due date, we will not charge interest on any new transactions that post to the purchase balance. If you have been paying your Account in full without finance charges, but fail to pay your next new balance in full, we will charge interest on the unpaid balance and any new transactions that post to the purchase balance.

Cash Advance/ATM Access: This card does not have a cash advance or ATM access feature and thus you will not be able to take cash advances using your card.

Military Lending Act (MLA) Disclosure: The following disclosure applies to persons covered by the MLA. Other governmental programs and laws may also govern or apply to this transaction but are not described in the following disclosure. 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 credit application fees for specified credit transactions or accounts); and any participation fee charged (other than certain participation fees for a credit card account). To receive this information and a description of your payment obligation verbally, please call us toll free at (888) 294-4694.