6/1/2021



## DISCLOSURES AND TERMS & CONDITIONS FOR CREDIT ONE BANK'S CREDIT CARDS AND CREDIT PROTECTION PROGRAM

71

Interest Rates and Interest Charges	
Annual Percentage Rate(APR) for Purchases	23.99% This APR will vary with the market based on the Prime Rate.
Annual Percentage Rate(APR) for Cash Advances	23.99% This APR will vary with the market based on the Prime Rate.
How to Avoid Paying Interest on Purchases	Your due date is at least 24 days after the close of each billing cycle. We will not charge you any interest on Purchases if you pay your entire balance by the due date each month.
Minimum Interest Charge	If you are charged interest, the charge will be no less than \$1.00.
For Credit Card Tips from the Consumer Financial Protection Bureau	To learn more about factors to consider when applying for or using a credit card, visit the website of the <u>Consumer Financial Protection Bureau.</u>
Fees	
Annual Fee	\$39
w craditonehank com/content/evne	erience-fragments/terms/7i?cpr=23.99&ccr=23.99&pc=WX27

Transaction Fees	
• Cash Advance	Either <b>\$5</b> or <b>8%</b> of the amount of each Cash Advance, whichever is greater.
<ul><li>Foreign</li><li>Transaction</li></ul>	Either <b>\$1</b> or <b>3%</b> of each purchase in U.S. dollars, whichever is greater.
Penalty Fees	
• Late Payment	Up to <b>\$39*</b>
<ul><li>Returned</li><li>Payment</li></ul>	Up to <b>\$39*</b>

71

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

Variable rates are accurate as of 6/1/2021.

\*We will charge the maximum safe harbor amount, which is set annually by the Consumer Financial Protection Bureau. Complete details will be in the Agreement sent with your card.

**MINIMUM CREDIT LINE: \$300** and Future credit line increases may be granted based on your overall credit performance.

**ANNUAL FEE:** The Annual Fee of \$39 will be billed to your Account when opened. It's refundable as long as you cancel your Account and have not made any transactions. The Annual Fee will bill again each subsequent year until the balance is paid in full and your Account is closed.

**ACCEPTANCE:** The words "I," "me," "my," "you," and "your" mean the applicant. "Bank," "we," and "us" mean Credit One Bank, N.A., its successors or assigns. I certify that I am 18 years of age or older and that the information on this credit card application is accurate and given in order to obtain credit. If I am approved, my card(s) will be issued and I agree to pay all charges incurred in accordance with the terms and conditions of the Card Agreement ("Agreement"), which will be sent with my card. I understand that my Account will be subject to the terms and conditions of the Agreement, and that the Bank may change all terms and conditions of the Account upon notice to me in accordance with applicable law. I also acknowledge that the Account will be for personal use and cannot be used for business purposes.

**ARBITRATION:** Your Card Agreement includes an arbitration provision, which restricts your opportunity to have claims related to the account heard in court or resolved by a jury, and to participate in a class action or similar proceeding. Complete details will be in the Card Agreement sent with your card.

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 all financial institutions to obtain, verify, and record information that identifies each person who opens an account. What this means for you: When you open an account, we will ask for your name, address, date of birth, and other information that will allow us to identify you. We may also ask to see your driver's license or other identifying documents.

**ELIGIBILITY CRITERIA:** You may not qualify for this offer if: **1)** you no longer meet our criteria or income requirements when your application is processed; **2)** you have an open or unpaid Account or pending application; **3)** the application is altered (other than the address) or not complete, accurate or verifiable; **4)** we receive your application after the expiration date; **5)** you are a resident of a U.S. Territory; **6)** you have an APO/FPO address; or **7)** you are a Covered Borrower who is entitled to the Limitations on Terms of Consumer Credit Extended to Service Members and Dependents pursuant to a determination made in accordance with the Military Lending Act 32 C.F.R. 232.5(b).

**ACCESS TO CREDIT AND IDENTIFICATION INFORMATION:** I authorize the Bank to obtain and use information about me from third parties and credit reporting agencies to: **1)** verify my identity; **2)** determine my income, debt and credit eligibility; **3)** provide renewal of credit; and **4)** present future offers, including extensions of credit. The Bank may retain such credit or other information whether or not I receive a card.

**COMMUNICATIONS:** 1) **Consent:** You are providing express written permission and consent authorizing us or our agents to contact you at any phone number (including mobile, cellular, wireless, or similar devices) or email address you provide at any time, for any lawful purpose. The ways in which we may contact you include live operator, automatic telephone dialing systems (auto-dialer), prerecorded and artificial voice message, text/SMS message or email. Phone numbers and email addresses you provide include those you give to us, those from which you contact us, or which we obtain through other means. Such lawful purposes include, but are not limited to: obtaining information; activation of the card for verification and identification purposes; Account transactions or servicing related matters; suspected fraud or identity theft; collection on the Account; and providing information about special products and services. You agree to pay any fee(s) or charge(s) that you may incur for incoming communications from us or outgoing communications to us, to or from any such number or email address, without reimbursement from us. **2) Indemnification:** If you provide telephone number(s) for which you are not the subscriber,

you understand that you shall indemnify us for any costs and expenses, including reasonable attorneys' fees, incurred as a result of us contacting or attempting to contact you at the number(s). **3) Revocation:** For information on how your authorization can be revoked, see your Agreement that will be sent with your card.

**BENEFITS & FEATURES: Access To Credit Score:** To access your free monthly Experian ScoreX Credit Score you must register for Online Account Access at <a href="https://www.CreditOneBank.com">www.CreditOneBank.com</a> and accept the online Terms of Use/Credit Score Authorization Agreement. Availability can take up to 60 days from your enrollment date. Your Experian ScoreX credit score is not used to determine your creditworthiness for this card offer. It is to help you understand your credit score and for your own non-commercial, personal educational review, use and benefit. This service is subject to change or cancellation without notice. Authorized User: At your request, we may issue an additional card with your Account number in the name of an Authorized User. The Authorized User must be at least 15 years old. You will be solely responsible for all of his/her transactions. You understand that the Authorized User will be able to: 1) make purchases, payments, and report the card lost or stolen; 2) access Account information including balance, available credit, and payment information; and 3) have himself or herself removed from the Account. You can request the removal of the Authorized User from your Account via mail or telephone. If you advise us that the Authorized User is your spouse, then Account information will be reported to credit bureaus in both your name and in the name of the Authorized User. Complete details will be in the Agreement sent with your card. Cash Back Rewards Program: 1) You will earn cash back in the form of an automatic statement credit equal to 1% of all Net Purchases made with your Account. Net Purchases are Purchases minus any returns, disputed charges, unauthorized charges, illegal or fraudulent charges or other credits for such Purchases. 2) You will receive an automatic rewards credit on each statement that has at least one Net Purchase. Automatic statement credits for rewards will reduce the balance on your Account but will not count as payments. You will still be required to pay at least the Minimum Payment Due as shown on your statement. You will NOT earn rewards on Cash Advances, Balance Transfers, interest, fees, and other charges or while your Account is delinquent or is otherwise in default as defined in your Agreement. Complete details will be in the Credit One Cash Back Rewards Program Supplement sent with your card. Pick Your Payment **Due Date:** After the initial billing period, you may call Customer Service and select a new payment due date that is at least 6 days before or after the original assigned date. It will not be effective until the new due date appears on your statement. Your Account must be current to use this feature. You may only change your due date once in a 6 month period. Zero Fraud Liability: You must notify the Bank immediately of any unauthorized use. Amex Offers & Network Benefits: For more information on benefits provided by the American Express Network, e.g. Retail Protection and Travel Accident Insurance, visit <a href="https://www.americanexpress.com/us/network/creditone">https://www.americanexpress.com/us/network/creditone</a>.

American Express is a federally registered service mark of American Express. This credit card program is issued and administered by Credit One Bank, N.A., pursuant to a license from American Express.

**STATE NOTICES: Residents of California:** A married person may apply for a separate Account. **Residents of Maine and Vermont:** A credit report may be obtained at any time for purposes associated with the Account such as reviewing, modifying, renewing, and collecting on your Account. Upon your request, you will be informed whether or not a credit report was ordered, and if it was, you will be given the name and address of the credit bureau that furnished the report. **Residents of New York:** For more information call us at 1-800-796-5897. You may contact the New York State Department of Financial Services at 1-800-342-3736 or visit www.dfs.ny.gov for free information on comparative credit card rates, fees and grace periods. **Residents of Ohio:** Ohio laws against discrimination require that credit be equally available to all worthy persons and that credit reporting agencies maintain separate credit histories on each individual upon request. The Ohio Civil Rights Commission administers compliance with this law. Married Residents of Wisconsin: No provision of any marital property agreement, unilateral statement under Wisconsin Statutes 766.59, or court decree under Wisconsin Statutes 766.70, will adversely affect the interest of us unless, prior to the time the credit is granted, we are furnished with a copy of the agreement, statement or decree or have actual knowledge of the adverse obligation before the requested credit is granted. All obligations on this card Account will be incurred in the interest of your marriage or family. You understand that we may be required to give notice of this Account to your spouse. Within ten (10) days of submitting an application, married Wisconsin residents must furnish the name and address of their spouse by sending it to: Credit One Customer Service, P.O. Box 98871, Las Vegas, NV, 89193-8871.

## **OPTIONAL CREDIT PROTECTION PROGRAM ("PROGRAM") DISCLOSURES:**

**This Product Is Optional:** Your purchase of the Credit Protection Program ("Program") is optional. Whether or not you purchase the Program will not affect your application for credit or the terms of any existing credit agreement you have with the Bank.

**Explanation of the Program Agreement:** If eligible, the Program will pay the Minimum Payment Due, as shown on your billing statement. The Credit Protection Program Agreement and Disclosure ("Agreement") describes the specific circumstances under which the Minimum Payment Due may be paid for up to six (6) benefit payments if the **primary cardholder** becomes involuntarily unemployed or disabled. If your Account is covered by the Servicemembers Civil Relief Act when you initiate benefits, the payment will be equal to 5% of your ending statement balance each month, or \$30.00 whichever is greater. In the event of the primary cardholder's death, the Account may be eligible for balance pay-off, up to \$10,000.

**Amount of Fee:** The Program fee is based on your monthly billing statement New Balance, up to \$10,000. The Program fee is billed in advance on a monthly basis for benefit coverage during the next billing cycle. The cost of Credit Protection is \$0.96 (96 cents) for each \$100, or part thereof, of the New Balance on your monthly billing statement.

**Use of Card or Credit Line Restricted:** During a benefit period, you may not use your Account for any purpose including purchases, cash advances, balance transfers or payments to third parties.

**Termination of the Program:** You have the right to cancel your enrollment in the Program at any time, for any reason. If you cancel after the first 30 day period, your cancellation will be effective at the end of the billing cycle in which the cancellation is received. Program fees assessed while you are in the Program will not be refunded. The Bank has the right to cancel the Program, without notice, at any time and for any reason including, but not limited to, the following circumstances: if your Account is 60 days past due, your Account is over limit by 20% or more, Credit One Bank no longer owns the Account, we determine or have a reasonable belief that you have committed fraud on the Account, or you are approved for participation in one of our debt management programs.

Eligibility Requirements, Conditions and Exclusions: There are eligibility requirements, conditions, and exclusions that could prevent you from receiving benefits under the Program. Any unemployment or disability existing at the time you initially enroll in the Program will not be covered. You may find a complete explanation of the eligibility requirements, conditions and exclusions in the Involuntary Unemployment, Disability, and Loss of Life paragraphs of the Agreement. You can review the complete document at <a href="https://www.creditonebank.com/credit-protection-agreement">https://www.creditonebank.com/credit-protection-agreement</a> anytime.

## **Brief Summary of Additional Important Terms:**

- Finance Charges will continue to accrue on unpaid balances while receiving benefits.
- Benefits can be initiated for a qualifying Involuntary Unemployment or Disability event that occurs after the first 30 days of enrollment.
- Benefits can be initiated any time after enrollment for Loss of Life.
- During the benefit period, you may not use your Account for any purpose.

<u>Certain Fees and Finance Charges Waived During Benefit Period:</u> During a benefit period, the monthly Program fee and any late payment fee that may be incurred during the benefit period will be waived. Any annual fee due to be billed during the benefit period will be waived. Assessment of these fees (as applicable) will resume after the benefit period ends. During the benefit period, Periodic Finance Charges (interest) will continue to accrue on unpaid balances and will be posted to your Account in accordance with your credit card Card Agreement.

6/1/2021

**Receiving the Program Agreement:** You will receive the Agreement to review before you are billed any fees. It contains complete details about the Program and should be reviewed carefully. Should you decide the Program is not for you, simply cancel your enrollment within 30 days of your purchase date and you will not be billed any Program fees.

About Optional Credit Protection

**CREDIT PROTECTION** will help you **make your payments** when you experience involuntary unemployment or disability. **There is even a loss of life benefit.** 

**CREDIT PROTECTION** costs \$0.96 per \$100, or part thereof, of your New Balance on your monthly billing statement. For example, if the New Balance on your statement is \$300, the cost for that month would be \$0.96 multiplied by 3 for a total of \$2.88. If your New Balance is zero, then there is no cost.

**CREDIT PROTECTION** is **optional** and is not required for credit approval.

## **OTHER DETAILS:**

- Only the **primary cardholder** is protected. Authorized users and joint cardholders are not protected by Credit Protections.
- Any unemployment or disability existing at the time you initially enroll in the Program will not be covered.
- While receiving benefits, you will not be able to use your Account for any purpose.

WX27

6/1/2021 7I