

# Une Femme Cardholder Agreement

This Cardholder Agreement (the “Agreement”) consists of information about the costs of the Une Femme credit card issued by Lewis & Clark Bank (Member FDIC) and a cardmember agreement.

The following information about the costs of the Une Femme credit card issued by Lewis & Clark Bank is accurate as of **03/23/2023**. This information may have changed after that date.

Interest Rates and Interest Charges	
<b>Annual Percentage Rate (APR) for Purchases</b>	<b>17.49% to 33.49%</b> based on your creditworthiness. Refer to your cardmember agreement for the APR that applies to your account. APR will vary with the market based on the Prime Rate.
<b>APR for Balance Transfers</b>	N/A. Balance transfers are not available for this account.
<b>APR for Cash Advances</b>	N/A. Cash advances are not available for this account.
<b>How to Avoid Paying Interest on Purchases</b>	Your due date will be at least 21 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.
<b>Minimum Interest Charge</b>	If you are charged interest, the charge will be no less than \$1.00.
<b>For Credit Card Tips from the Consumer Financial Protection Bureau</b>	To learn more about factors to consider when applying for or using a credit card, visit the website of the Consumer Financial Protection Bureau at <a href="http://consumerfinance.gov/learnmore">consumerfinance.gov/learnmore</a>

Fees	
<b>Annual Fee</b>	\$99
<b>Transaction Fees</b> <ul style="list-style-type: none"> <li>Balance Transfer</li> <li>Cash Advance</li> <li>Foreign Transaction</li> </ul>	<ul style="list-style-type: none"> <li>N/A</li> <li>N/A</li> <li><b>3%</b> of the amount of each transaction in U.S. Dollars</li> </ul>
<b>Penalty Fees</b> <ul style="list-style-type: none"> <li>Late Payment</li> <li>Return Payment</li> </ul>	<ul style="list-style-type: none"> <li><b>\$25</b></li> <li><b>\$25</b></li> </ul>

**How We Will Calculate Your Balance:** We use a method called “average daily balance (including new transactions)”. See the “How We Calculate Interest” below for more details.

**Billing Rights Summary:** Information on your right to dispute transactions and how to exercise those rights is provided in the “Your Billing Rights” section of this Agreement.

## THINGS YOU SHOULD KNOW ABOUT THIS CARD

**Can We Change Your Account Terms?** We can change the terms of your Account as permitted by applicable law. When required, we will send you notice before doing so and will tell you if you can reject the changes. If you reject the changes, we may terminate your right to receive future credit.

**How Do We Calculate Variable APRs?** Variable APRs may change when the Prime Rate changes. We calculate the variable APR by adding a percentage, also referred to as a “margin” (between 9.49% and 25.49%) to the Prime Rate published in *The Wall Street Journal*. If the Prime Rate changes at least two business days before the end of your current Billing Cycle, your new APR will take effect at the end of your current Billing Cycle, otherwise, the APR change will take place on your next Billing Cycle. Any increase in the Prime Rate may increase your APR, interest charges and minimum payment amount.

**What are the Daily Periodic Rates Used to Calculate My Interest?** The APRs above correspond to a daily periodic rates between 17.49% and 33.49%.

**How Can You Avoid Paying Interest Charges?** For Purchase transactions, we do not charge interest in a Billing Cycle if you pay the new balance shown on your Statement in full by the payment due date each month. A Billing Cycle without interest is called an “Interest Free Period” (sometimes called a “grace period” on Purchases). If you have been paying your Account in full with no interest charges, but then you do not pay your next new balance in full by the payment due date, we will charge interest on the portion of the balance that you did not pay.

**How Do We Calculate Your Interest?** We use a method called Average Daily Balance (including new transactions). We calculate your interest by applying the daily periodic rate to the “Average Daily Balance”. To get the “Average Daily Balance”, each day we take the beginning balance for each transaction type for your Account, add any interest charges, transactions or other debits (including new Purchases and Transaction Fees) and subtract any payments or credits for each transaction type. This gives us the daily balance. (If the daily balance is less than zero, we will treat it as zero. Transactions subject to an Interest Free Period are not added to the daily balance). We then add up all of the daily balances for the Billing Cycle and divide that number by the number of days in the Billing Cycle. This gives us the “Average Daily Balance”. If a transaction type for your Account has an Interest Free Period for a Billing Cycle, the balance subject to interest rate for that transaction type during the Billing Cycle will be \$0. To get the daily periodic rate we divide the annual percentage rate in effect for the Billing Cycle by 365. NOTE: Due to rounding or a minimum interest charge, this calculation may vary from the interest charge actually assessed.

**How Is the Interest Charge Applied?** On each Purchase, we charge interest from the posting date on your Statement unless the Purchase posts during an Interest Free Period. If the Purchase posts during an Interest Free Period, but in the next Billing Cycle you do not pay the new balance from the prior Billing Cycle in full by the payment due date, we start charging interest as of the first day of the next Billing Cycle on the portion of Purchase that is not paid by the payment due date

in that Billing Cycle. We do not charge interest on any Purchase made during an Interest Free Period and paid in full by the payment due date in the next Billing Cycle as long as the previous month's balance was paid in full by that cycle's payment due date.

**PLEASE READ THIS ENTIRE AGREEMENT CAREFULLY AND KEEP IT FOR YOUR RECORDS. THIS AGREEMENT IS SUBJECT TO BINDING ARBITRATION AND A WAIVER OF CLASS ACTIONS AND YOUR RIGHT TO A JURY. UNLESS YOU ARE A "COVERED BORROWER" PROTECTED BY THE MILITARY LENDING ACT, THE ARBITRATION CLAUSE WILL HAVE A SUBSTANTIAL EFFECT ON YOUR RIGHTS IN THE EVENT OF A DISPUTE, INCLUDING YOUR RIGHT TO PARTICIPATE IN A CLASS PROCEEDING.**

## Cardmember Agreement

Thank you for opening an Account with us. This Agreement, and any future changes to it, governs the Une Femme credit card account ("Account") and related credit card ("Card") issued by Lewis & Clark Bank, Member FDIC (the "Bank"). In this Agreement, the words "we", "us", and "our" mean the Bank, its successors and assigns, and, for the purposes of the Arbitration Clause, the Related Parties identified in the Arbitration Clause. The words "you," "your", and "yours" mean each and every person who applies for, including electronically, and is granted or accepts an Account.

This Agreement becomes effective when your application is approved and we mail you a Card or provide you with an Account.

By using your Card or Account or letting someone else use your Card or Account, you agree to all terms of this Agreement. You acknowledge that you received a copy of this Agreement in a form you can print or save.

### Important Definitions

Term	Definition
Authorized User	Any person who, at your request, has authority to use the Card or Account, or to whom you permit to use or provide access to a Card, a device that can access the Account, or authentication credentials for the Account.
Billing Cycle	The period of time between Statements and used to manage your Account. Each Statement shows the closing date, which is the last day of the Billing Cycle.
Card	Any initial or replacement credit card, or other access device, including your card number or virtual card, that we issue to you or to any Authorized User to access the Account. We may replace a Card with another Card at any time.
Credit Balance	A promotional credit, return, excess payment, or any other type of credit that adds a credit balance to your Account.

Term	Definition
Credit Limit	The limit we establish for the maximum amount of total credit you may have outstanding under the Account at any time, provided that we may allow you to obtain more credit at any time in our sole discretion.
Payment Card Network	The network provider displayed on your Card. This may be Visa, Inc., or Mastercard International Incorporated, or any other network provider.
Purchase	The use of your Card or Account to buy or lease goods or services. Purchases may be made in person, over the phone, by using a computer or mobile device, or otherwise.
Servicer	Power Finance Inc. ("Power Finance"), along with its partners and service providers, is the servicer of your Account and Card.
Statement	The periodic statement we deliver to you in connection with your Account. Your Statement includes all transactions billed to your Account during a Billing Cycle and information about payments owed to us.
Truth-in-Lending Disclosures	Disclosures that the federal Truth in Lending Act and Regulation Z require for any Account. This includes your application and solicitation disclosures, Account opening disclosures, subsequent disclosures, Statements and change in terms notices.

## Using Your Account

**Credit Limit; Credit Availability.** We will disclose your initial Credit Limit in your initial approval email. Additionally, we will display your then-current Credit Limit and available credit on each Statement we provide you with. You may not use your Card or Account in any way that would cause you to go over your Credit Limit. We may refuse to authorize or accept any transaction on your Account that would cause you to exceed your Credit Limit. We may temporarily allow to you to exceed your Credit Limit. However, in that case you must repay the excess amount on demand. Any transactions honored in excess of your Credit Limit will not result in an increase of your Credit Limit. We may at any time and without prior notice to you increase or decrease your Credit Limit. Your available credit equals the excess (if any) of your Credit Limit over your outstanding Account balance (including principal, applicable fees, and interest charges).

**Permitted Transactions.** You may use your Card or Account for Purchases for any lawful personal, family or household purpose. Each Purchase is applied against your Credit Limit and reduces your available credit.

**Prohibited Transactions.** You may not use or permit your Card or Account to be used for any of the following:

1. Any business or commercial purpose;
2. Any unlawful purpose or illegal activity;
3. A cash advance or balance transfer;
4. To conduct transactions in any country or territory or with any individual or entity that is subject

to economic sanctions administered and enforced by the U.S. Department of the Treasury's Office of Foreign Assets Control or any other governmental authority with jurisdiction over you.

We will not be liable if you engage in an unlawful or illegal transaction. We may deny authorization of any transactions identified as Internet gambling, even if legal where done. If you use your Card or Account for any unlawful purpose, we may consider you to be in violation of this Agreement, decline the transaction, or terminate your Account. You will still be liable for all amounts owed on your Account, even if we terminate your Account.

**Refusal to Honor Your Account.** We may refuse to honor or authorize any transaction presented on your Account for any reason without prior notice to you, even if the transaction would not cause you to go over your Credit Limit or if your Account is in good standing. A merchant, business, or financial institution may refuse to honor any transaction presented on your Account. We are not liable for any refusal to honor your Account. We are not liable for retention of the Card by us, any financial institution, merchant, or any provider of goods or services.

## Purchases Made in Foreign Currencies

If you make a Purchase in a foreign currency (including for example, an online Purchase from a foreign merchant), the Payment Card Network will convert the Purchase amount into a U.S. dollar amount. The Payment Card Network will use its own currency conversion procedures. These procedures include how the Payment Card Network chooses an exchange rate and when it performs the conversion. The exchange rate in effect on the transaction processing date may differ from the rate in effect on the date the Purchase transaction appears on your Statement. We do not adjust the currency exchange rate or charge any currency conversion fees.

## Promise to Pay

You promise to pay us all amounts owed under this Agreement, including all Purchases, interest, fees, and other amounts charged under this Agreement. This includes amounts where you did not sign a Purchase slip or other documents for the transaction. We will treat Purchase transactions made without presenting your actual Card (such as for mail, telephone, Internet, or mobile device Purchases) the same as if you used the Card in person. If you let someone else use your Card, you are responsible for all transactions that person makes.

## Interest Charges and Fees

We will charge interest and fees to your Account as disclosed on your Statement and other Truth-in-Lending Disclosures. In general, interest charges begin to accrue from the day a transaction occurs. We will not charge you interest on any new Purchases if you pay the "new balance" shown on your Statement in full by the payment due date shown on your Statement each month. We will generally treat fees as Purchases unless otherwise specified in this Agreement. We may increase your interest charges and fees as described in the Changes to Your Agreement section or in your Truth-in-Lending Disclosures. From time to time, we may offer you a temporary promotional APR and different terms that will apply to specified transactions. If we do, we will provide details when these terms are offered to you.

You agree to pay the fees described below whenever applicable:

1. **Annual Fee.** When we open your Account and each year following the anniversary date of your Account opening, we will charge you the annual fee shown in your Truth-in-Lending Disclosures.

If your Account has been assessed an annual fee, you may avoid paying this fee by sending us written notification of your Account termination within the first 30 days following the opening of your Account to:

Power Finance Inc.  
169 Madison Ave #2159  
New York, NY 10016

You may not use your Card during this 30 day period and must immediately send us your Card, which you have destroyed to this same address. Otherwise you must pay the entire annual fee and no credit will be given for any portion of a partial year if your Account is closed. While the Account will be closed to new Purchases, it will remain open until the entire balance has been paid in full, including the applicable annual fee.

2. **Transaction Fees.**

- a. **Cash Advance Fee.** We do not charge a fee for cash advances because cash advances are not available on your Account.
- b. **Balance Transfer Fee.** We do not charge a fee for balance transfers because balance transfers are not available on your Account.
- c. **Foreign Transaction Fee.** On the day we post to the Account a transaction in a foreign currency, we will charge you a Foreign Transaction Fee equal to 3% of the amount of such transaction in U.S. dollars.

3. **Penalty Fees.**

- a. **Late Payment Fee.** We will charge you a late payment fee if we do not receive your minimum payment amount by the payment due date. The late payment fee is \$25. However, (a) the late payment fee will not exceed the dollar amount of the minimum payment amount that is not paid on a timely basis; and (b) we will not charge you more than a single late payment fee with respect to the same minimum payment amount.
- b. **Returned Payment Fee.** Each time a payment on your Account is returned unpaid for any reason, we will charge you a returned payment fee. The returned payment fee is \$25. Your bank may also charge its own overdraft or non-sufficient funds fees in connection with returned payments. Any returned payment will reverse a prior payment and may cause your Account to become delinquent which may trigger a late payment fee.

## Making Payments

Your payment must be made in U.S. dollars from a U.S. deposit account in a form acceptable to us. We do not accept cash or check payments through the mail. You may not make payments with funds from your Account or any other credit account with us or any other company within the Lewis & Clark Bank organization.

## **Other Payment Services**

We may make services available to you that allow you to make faster or recurring payments online or by telephone. We will describe the terms for using these services and any applicable fee before you use them. You do not have to use these other payment services. If you wish to stop recurring payments, you must contact the merchant. If we send you a new Card or Account number, for example, because your prior Card expired or was lost or stolen, and you want recurring payments to continue, you should provide the merchant with the updated Account information. We are not liable for any merchant fees or other charges you incur because recurring payments do not continue. We are not responsible if your financial institution rejects a payment made using our payment services. If you ask someone else to make a payment for you, we may provide that person with limited Account information necessary to set up and process that payment. We may also refuse to accept that payment. If we do accept it, you will be responsible for that payment

## **Payment Processing**

You must follow our payment instructions, including any additional payment instructions shown on your Statement for us to credit your payment as of the day we receive it. If you do not follow our payment instructions we may not accept your payment or there may be a delay in crediting your payment, to the extent permitted by applicable law. We may delay the availability of credit until we confirm that your payment has cleared. This may happen even if we credit your payment to your Account. Your available credit may not be restored for up to twenty (20) days after we receive your payment. We may resubmit and collect returned payments electronically. If necessary, we may adjust your Account to correct errors, process returned and reversed payments, and handle similar issues.

We may accept and process payments, including partial or late payments, without losing any of our rights. If you submit any payment that is marked "paid in full" or with any other restrictive writing that is less than the total outstanding balance on your Account, we may credit that payment to your Account and you will remain fully liable for any remaining Account balance. None of the following will constitute a payment made by you: (1) a credit posting from a merchant; or (2) a reversal of fees by us.

## **How We Apply Your Payments**

Subject to applicable law, we may apply payments and other credits to your Account in any manner we choose in our sole discretion. Your Account may have transaction types with different APRs. If your Account has balances with different APRs, here is how we apply payments in a Billing Cycle:

1. We generally apply credits and payments up to your minimum payment first to the balance with the lowest APR, and then to balances with higher APRs.
2. We apply any part of your payment exceeding your minimum payment to the balance with the highest APR, and then to balances with lower APRs.

## Minimum Payment

Your Account will be on a monthly Billing Cycle. Each Billing Cycle, you must pay us at least the minimum payment amount shown on your Statement by the payment due date. Your Statement will tell you:

1. The minimum payment due;
2. Your new balance;
3. The payment due date; and
4. An explanation of when the payment must reach us for us to consider it received as of that date.

Returns and other credits to your Account will reduce your Account balance, but they will not change your minimum payment even if those amounts are equal to or exceed the minimum payment amount. In addition to the minimum payment, you may pay all or part of the total balance on your Account, without penalty. But you must still pay at least the minimum payment amount each month, even if you paid more than the minimum payment due on your previous Statement. We will continue to charge interest during Billing Cycles when you carry a balance regardless of whether your Statement includes a minimum payment that is due.

The minimum payment amount is the greater of (A) \$25 (or your full balance if it less than \$25), or (B) the total of the following:

1. 2% of the new balance, plus
2. The total interest charges, and fees we have billed on the Statement for which your minimum payment is calculated; plus
3. An amount equal to the most recent annual fee assessed to the Account divided by 12.

We will add any amount past due, and any amount by which your Statement balance is in excess of your Credit Limit to the minimum payment amount. Any new balance less than (A) or (B) above is payable in full. Your minimum payment amount will never exceed your new balance. We do not charge interest on overpayments or any other Credit Balances created on your Account.

## Credit Balances

We may reject and return any payment that creates or adds to a Credit Balance on your Account. Any Credit Balance we allow will not be available until we confirm that your payment has successfully cleared. We may reduce the amount of any Credit Balance by any new charges. Credit Balances will be automatically applied as a credit on the following month's Statement unless you notify us in writing at Power Finance Inc. 169 Madison Ave #2159, New York, NY 10016 to request a refund of any available Credit Balance.

## Authorized Users

**Authorized Users.** We may limit the number of Authorized Users and require certain information from them. We may limit their ability to use your Card or Account. They may have access to certain information about your Account. You will be responsible for their use of the Account and anyone else they allow to use your Account, even if you did not want, or agree to, that use.

**Removing an Authorized User.** If you want to remove an Authorized User from your Account, you



must contact us at the phone number on the back of your card and request their removal. You must also immediately destroy all Cards in their possession and cancel any arrangements they may have set up on your Account. They will be able to use your Account until you have notified us that you are removing them from your Account. During this time, you will still be responsible for all amounts they charge to your Account. You will be responsible even if these amounts do not appear on your Account until later. Authorized Users may remove themselves from your Account upon request. We reserve the right to remove Authorized Users from your Account for any reason. To remove an Authorized User from your Account, we may close your existing Account and issue you a new Card with a new Account number.

## **Lost or Stolen Card**

If your Card is lost or stolen or if you think someone else may be using your Card or Account number without your permission, you must contact us immediately at the phone number on the back of your card. You will not be responsible for transactions on your Account that we find are unauthorized. We may also close your existing Account and issue you a new Card with a new Account number. We may ask you to help us investigate unauthorized transactions and your help includes giving us documents in a form that we request.

## **Statements**

We will generally send or make available to you one Statement for all Cards on your Account at the end of each Billing Cycle. Under certain circumstances, the law may not require us to send or make available to you a Statement or may prohibit us from doing so.

## **Disputed Transactions**

You must inspect each Statement you receive. Tell us about any errors or questions you have, as described in the “Billing Rights Summary” on your Statement and other Truth-in-Lending Disclosures. If you do not notify us of an 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. You will also: (1) give us any information about the disputed transaction, if we ask; (2) not pursue any claim or reimbursement of the transaction amount from the merchant or any other person; and (3) help us get reimbursement from others.

## **No Warranties**

We are not responsible for any claim you may have regarding the purchase of goods or services made with your Card beyond your rights described in the “Billing Rights Summary” on your Statement.

## **Credit Reports**

We may obtain and use credit, income and other information about you from credit bureaus and others as the law allows. You authorize us and the Servicer to collect information about you as permitted by applicable law. This includes collecting information from credit bureaus and other third parties that have financial information about you. You authorize us to share Account information about you and any Authorized Users with our affiliates and other third parties, including credit

bureaus, as permitted by applicable law. Please see our Privacy Policy, which is included in your Account opening material, for additional details.

We may report information about your Account to credit bureaus and others. Late payments, missed payments, or other defaults on your Account may be reflected in your credit report. Information we provide may appear on your and the Authorized Users' credit reports.

If you believe that we have reported inaccurate information about your Account to a credit bureau or other consumer reporting agency, notify us in writing at Power Finance Inc. 169 Madison Ave #2159, New York, NY 10016. When you write, tell us the specific information that you believe is incorrect and why you believe it is incorrect, and include your name, address, and the last four (4) digits of your Account number.

## Military Lending Act

**Notice to Active Duty Servicemembers and Their Dependents.** Federal law provides important protections to members of the Armed Forces and their dependents relating to extensions of consumer credit. In general, the cost of consumer credit to a member of the Armed Forces and his or her dependent may not exceed an annual percentage rate of 36 percent. This rate must include, as applicable to the credit transaction or account: The costs associated with credit insurance premiums; fees for ancillary products sold in connection with the credit transaction; any application fee charged (other than certain application fees for specified credit transactions or accounts); and any participation fee charged (other than certain participation fees for a credit card account).

**Oral Disclosures.** Before signing this Agreement, please contact us toll free at (920) 772-8221 for an oral statement of the APR and a disclosure of your payment obligations under this Agreement.

**Covered Borrowers.** The Military Lending Act ("MLA") provides important protections to members of the Armed Forces and their dependents ("Covered Borrowers"). You are a Covered Borrower if, in connection with the opening of your Account, we determine you are an active duty member of the Armed Forces (including active Guard and Reserve duty) or a dependent of an active duty member. You will cease to be a Covered Borrower if we determine you are no longer an active duty member of the Armed Forces (including active Guard and Reserve duty) or a dependent of an active duty member. If you would like more information about whether you are a Covered Borrower, please contact Servicer at the phone number on the back of your card.

**Inapplicable Provisions.** If you are a Covered Borrower, the Arbitration Clause in this Agreement does not apply to you. Further, notwithstanding any other provision of this Agreement, if you are a Covered Borrower, then nothing in this Agreement will be construed as applying to you to the extent inconsistent with the MLA, including without limitation any interest, fees, or limitations on your rights that would not be consistent with the MLA.

## Account Default

Subject to applicable law (including any applicable right to cure), your Account will be default if:

- (1) You do not make at least your minimum payment amount when it is due;
- (2) You exceed your Credit Limit;
- (3) You do not reduce the total outstanding balance to the appropriate Credit Limit immediately on our demand;
- (4) You violate any term of this Agreement;
- (5) You file or become the subject of a bankruptcy or insolvency proceeding;

- (6) You are in breach of your obligations as outlined in this Agreement or any other agreement with us;
- (7) You are unable or unwilling to repay your obligations, including upon death or legally declared incapacity;
- (8) You fail to promptly provide financial or other information in response to any reasonable request we make;
- (9) You are in default, or terminate or cause to be terminated, any other agreement you have with us or any of our affiliates;
- (10) We have any other reason to believe you are unwilling or unable to pay your debts;
- or
- (11) We determine that you made a false, incomplete or a misleading statement to us or otherwise tried to defraud us.

If you are in default, we may, but are not required to, take any and all actions that the law allows us to. For example, we may take the following actions, without notifying you, unless the law says we must give you notice:

- (1) Close or suspend your Account;
- (2) Lower your Credit Limit;
- (3) Demand that you immediately pay the total balance you owe on your Account;
- (4) Continue to charge you interest and fees as long as your balance remains outstanding; or
- (5) File a lawsuit against you or pursue another action that is not prohibited by law.

If we refer your Account for collection to any attorney, collection agency, person or entity that is not our salaried employee, you agree to pay us for all our collection costs, unless the law does not allow us to collect these amounts. Collection costs include, but are not limited to, reasonable attorneys' fees, court costs, and collection agency fees.

## Communications With You

**How We Communicate With You.** You authorize us and our agents, assigns and service providers, including Servicer (collectively the "Messaging Parties") to contact you using any lawful means, including automatic telephone dialing systems, artificial or prerecorded voice message systems, text messaging systems, and automated email systems, to provide you with information about the Card, your Account and this Agreement. This includes information about upcoming payment dates, missed payments and returned payments. You authorize the Messaging Parties to make such contacts using any telephone numbers or email addresses you provide the Messaging Parties, including in connection with your application for the Account, the Messaging Parties' servicing or collection of amounts you owe under this Agreement, or any other transaction involving you and the Messaging Parties. You understand that anyone with access to your telephone or email account may listen to or read the messages the Messaging Parties leave or send you, and you agree that the Messaging Parties will have no liability for any resulting loss of privacy. You further understand that, when you receive a telephone call, text message or email, you may incur a charge from the company that provides you with telecommunications, wireless or Internet services, and you agree that the Messaging Parties will have no liability for such charges, unless the Messaging Parties are liable under applicable law. You agree that this authorization

constitutes a bargained for exchange. If the law gives you the right to revoke this authorization, you agree you may do so for calls or text messages by calling the number on the back of your card or by following the opt-out instructions at the end of the Messaging Parties' text messages. To stop emails, you may follow the opt-out instructions included at the bottom of the Messaging Parties' emails. If any telephone number you have provided to the Messaging Parties changes, or if you cease to be the owner, subscriber or primary user of any such telephone number, you agree to immediately notify the Messaging Parties so they can update their records.

**Call Monitoring and Recording.** You agree that the Messaging Parties may monitor or record any conversation or other communication with you unless the law does not allow them to. However, the Messaging Parties are not under any obligation to monitor, record, retain or reproduce such recordings, unless the law requires them to.

**Notices Concerning Your Account.** You agree that we may send any communications and any and all required notices concerning your Account electronically in any manner authorized by you in accordance with applicable law.

## **Closing or Suspending Your Account**

You may contact us by calling the number on the back of your card to ask us to close your Account. We may close or suspend your Account at any time and for any reason permitted by law, even if you are not in default. If we close or suspend your Account for any reason, you must stop using your Card. You must also cancel all billing arrangements set up on the Account. If we close or permanently suspend your Account, you must return or destroy all Cards. You must still pay us all amounts you owe on the Account and under this Agreement.

## **Changes to Your Agreement**

We may add, delete, or change any term of this Agreement at any time and for any reason, unless the law prohibits us from doing so. We will give you notice of any changes as required by applicable law. We may notify you of changes on your Statement or in a separate notice. Our notice will tell you when and how the changes will take effect. The notice will describe any rights you have in connection with the changes. Your variable APRs can go up or down as the index for the rate ("Prime Rate") goes up or down. If we increase your APRs for any other reason, or if we change your fees or other terms of your Account, we will notify you as required by law.

## **The Law That Applies to Your Agreement**

This Agreement is governed by applicable federal law and by state law. Except as otherwise provided in the Arbitration Clause, if any part of this Agreement is unenforceable, the remaining parts will remain in effect.

## **Servicer**

The Servicer services your Card and Account, including, but not limited to, Account or Card management through Servicer's website or mobile application and customer service relating to any rewards offered in connection with your Card or Account. In this capacity, Servicer may act on our behalf, perform our obligations or enforce our rights under this Agreement. You understand and acknowledge that we may share with Servicer 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 Servicer to provide you with products or services in connection with your Account or Card.

Please see our Privacy Policy and Servicer's Privacy Policy, which are included in your Account opening material, for additional details.

## Waiver

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. For example, we may waive your interest charges or fees without notifying you and without losing our right to charge them in the future.

## Assignment

This Agreement will be binding on, and benefit, any of your and our successors and assigns. You may not sell, assign or transfer your Account or this Agreement to someone else without our written permission. We may sell, assign or transfer your Account and this Agreement without your permission and without prior notice to you. Any assignee or assignees will take our place under this Agreement. You must pay them and perform all of your obligations to them and not us. If you pay us after we notify you that we have transferred your Account or this Agreement, we can return the payment to you, forward the payment to the assignee, or handle it in another way that is reasonable.

## Miscellaneous

**Account Benefits.** We may offer you certain third-party benefits and services with your Account, as outlined in benefits brochures or other documents and internet web sites. For example, certain eligible purchases charged with a Mastercard® Credit Card may be eligible for certain benefits or services through Mastercard or its affiliates. Any benefits or services we make available through third parties are not a part of this Agreement but are subject to the terms and restrictions outlined in the applicable benefits brochures or other documents or internet web sites provided or made available to you from time to time. You agree that we may give information about you, any Authorized User and your Account to any third party reasonably needing the information to provide you with such benefits or services. You also agree that we or any third party providing any Account related benefits or services may change, add, or delete benefits or services at any time without notice to you.

**Headings.** We use headings in this Agreement for convenience and organization. They are for reference purposes only and do not impact the meaning of the provisions.

**No Security.** Your Account is unsecured. We are not taking any security interest in any property in connection with your Account.

**Entire Agreement.** This Agreement is the entire agreement between you and us relating to your Account. This Agreement replaces any prior agreement relating to your Account. In the event of a conflict between this Agreement and any other document, this Agreement will control unless otherwise expressly provided in the other document. This written Agreement is a final expression of the Agreement between you and us. This written Agreement may not be contradicted by evidence of any oral agreement.

**Cardholder.** Your name, address and signature (including any electronic or digital signature) and the date on any application or solicitation or on any sales slip or other evidence of indebtedness on

your Account represent your name, address and signature and the date on this Agreement. You promise you have reached the age of majority in the jurisdiction in which you reside.

## Arbitration Clause

**Arbitration** This Section sets forth the circumstances and procedures under which Claims (as defined below) shall be arbitrated instead of litigated in court upon the election of either party.

**Definitions:** As used in this Arbitration Section, the term “Claim” means any claim, dispute or controversy between you and Bank, Servicer or any of their agents or retailers, arising from or relating to the Card or this Agreement as well as any related or prior agreement that you may have had with us or the relationships resulting from this Agreement, including the validity, enforceability or scope of this Arbitration Section or the Agreement. “Claim” includes claims of every kind and nature, including but not limited to initial claims, counterclaims, cross-claims and third-party claims and claims based upon contract, tort, fraud and other intentional torts, statutes, regulations, common law and equity. The term “Claim” is to be given the broadest possible meaning that will be enforced and includes, by way of example and without limitation,

any claim, dispute or controversy that arises from or relates to (i) your Card or Account; (ii) advertisements, promotions or oral or written statements related to the Card or Account or goods or services purchased with the Cards; (iii) the benefits and services related to the Card or Account; and (iv) your enrollment for any Card or Account. We shall not elect to use arbitration under the Arbitration Provision for any Claim that you properly file and pursue in a small claims court of your state or municipality so long as the Claim is individual and pending only in that court; any appeals from that court shall be pursued only in arbitration. As used in this Arbitration Section, the terms “we” and “us” shall for all purposes mean the Bank and Servicer, and their respective affiliates, licensees, predecessors, successors, and assigns, and all of their respective agents, employees, directors and representatives. In addition, “we” or “us” shall include any third party using or providing any product, service or benefit in connection with any Cards (including, but not limited to merchants who accept the Card, third parties who use or provide services, debt collectors and all of their agents, employees, directors and representatives) if, and only if, such third party is named as a co-party with us (or files a Claim with or against us) in connection with a Claim asserted by you. As solely used in this Arbitration Section, the terms “you” or “your” shall mean all persons or entities that have access to or use a Card or Account, including but not limited to all persons or entities contractually obligated under any of the Agreements.

**(2) Initiation of Arbitration Proceeding/Selection of Administrator:** Any Claim shall be resolved, upon the election by you or us, by arbitration pursuant to this Arbitration Section and the code of procedures of the national arbitration organization to which the Claim is referred in effect at the time the Claim is filed. Claims shall be referred to either Judicial Arbitration and Mediation Services (“JAMS”) or the American Arbitration Association (“AAA”), as selected by the party electing to use arbitration. For a copy of the procedures, to file a Claim or for other information about these organizations, contact them as follows: (i) JAMS at 1920 Main Street, Suite 300, Los Angeles, CA 92614; website at [www.jamsadr.com](http://www.jamsadr.com); and (ii) AAA at 335 Madison Avenue, New York, NY 10017; website at [www.adr.org](http://www.adr.org).

**(3) Significance of Arbitration:** IF ARBITRATION IS CHOSEN BY ANY PARTY WITH RESPECT TO A CLAIM, NEITHER YOU NOR WE WILL HAVE THE RIGHT TO LITIGATE THAT CLAIM IN COURT OR HAVE A JURY TRIAL ON THAT CLAIM, OR TO ENGAGE IN DISCOVERY EXCEPT AS PROVIDED FOR IN THE CODE OF PROCEDURES OF JAMS OR AAA, AS APPLICABLE (THE "CODE"). FURTHER, YOU WILL NOT HAVE THE RIGHT TO PARTICIPATE IN A REPRESENTATIVE CAPACITY OR AS A MEMBER OF ANY CLASS OF CLAIMANTS PERTAINING TO ANY CLAIM SUBJECT TO ARBITRATION. THE ARBITRATOR SHALL NOT CONDUCT A CLASS ARBITRATION OR A JOINT ARBITRATION, EXCEPT AS SET FORTH BELOW. THE ARBITRATOR'S DECISION WILL BE FINAL AND BINDING. NOTE THAT OTHER RIGHTS THAT YOU WOULD HAVE IF YOU WENT TO COURT ALSO MAY NOT BE AVAILABLE IN ARBITRATION.

**(4) Restrictions on Arbitration:** If either party elects to resolve a Claim by arbitration, that Claim shall be arbitrated on an individual basis. There shall be no right or authority for any Claims to be arbitrated on a class action basis or on bases involving Claims brought in a purported representative capacity on behalf of the general public, other cardholders or other persons similarly situated. The arbitrator's authority to resolve Claims is limited to Claims between you and us alone, and the arbitrator's authority to make awards is limited to you and us alone. Furthermore, Claims brought by you against us or by us against you may not be joined or consolidated in arbitration with Claims brought by or against someone other than you, unless otherwise agreed to in writing by all parties.

**(5) Location of Arbitration/Payment of Fees:** Any arbitration hearing that you attend shall take place in the federal judicial district of your residence. At your written request, we will consider in good faith making a temporary advance of all or part of the filing administrative and/or hearing fees for any Claim you initiate as to which you or we seek arbitration. At the conclusion of the arbitration (or any appeal thereof), the arbitrator (or panel) will decide who will ultimately be responsible for paying the filing, administrative and/or hearing fees in connection with the arbitration (or appeal). If and to the extent you incur filing, administrative and/or hearing fees in arbitration, including for any appeal, exceeding the amount they would have been if the Claim had been brought in the state or federal court which is closest to your billing address and would have had jurisdiction over the Claim, we will reimburse you to that extent unless the arbitrator (or panel) determines that the fees were incurred without any substantial justification.

**(6) Arbitration Procedures:** This Arbitration Section is made pursuant to a transaction involving interstate commerce, and shall be governed by the Federal Arbitration Act, as it may be amended (the "FAA"). The arbitration shall be governed by the applicable Code, except that (to the extent enforceable under the FAA) this Arbitration Section shall control if it is inconsistent with the applicable Code. The arbitrator shall apply applicable substantive law consistent with the FAA and applicable statutes of limitations and shall honor claims of privilege recognized at law and, at the timely request of either party, shall provide a brief written explanation of the basis for the decision. In conducting the arbitration proceeding, the arbitrator shall not apply the Federal or any state rules of civil procedure or rules of evidence. The arbitrator shall take reasonable steps to preserve the privacy of individuals, and of business matters. Judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction. The arbitrator's decision will be final and binding, except for any right of appeal provided by the FAA. However, any party can appeal that

award to a three-arbitrator panel administered by the same arbitration organization, which shall consider anew any aspect of the initial award objected to by the appealing party. The appealing party shall have thirty (30) days from the date of entry of the written arbitration award to notify the arbitration organization that it is exercising the right of appeal. The appeal shall be filed with the arbitration organization in the form of a dated writing. The arbitration organization will then notify the other party that the award has been appealed. The arbitration organization will appoint a three-arbitrator panel which will conduct arbitration pursuant to its Code and issue its decision within one hundred twenty (120) days of the date of the appellant's written notice. The decision of the panel shall be by majority vote and shall be final and binding.

**(7) Survival:** This Arbitration Section shall survive termination of your Card or Account as well as voluntary payment of the debt in full by you, any legal proceeding by us to collect a debt owed by you, and any bankruptcy by you or us. If any portion of this Arbitration Section is deemed invalid or unenforceable under any principle or provision of law or equity, consistent with the FAA, it shall not invalidate the remaining portions of this Arbitration Section, the Agreement or any prior agreement you may have had with us, each of which shall be enforceable regardless of such invalidity.



## State Notices

**Notice to 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.

**Notice to California Residents.** A married applicant may apply for a separate account.

**Notice to Delaware and Oregon Residents.** Service charges not in excess of those permitted by law will be charged on the outstanding balance from month to month. You may pay more than the minimum payment due, up to your entire balance, at any time.

**Notice to Florida Residents.** You (borrower) agree that, should we obtain a judgment against you, a portion of your disposable earnings may be attached or garnished (paid to us by your employer), as provided by Florida and Federal law.

**Notice to Iowa, Missouri, Nebraska, Texas and Washington Residents.** 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.

**Notice to Massachusetts Residents.** Massachusetts law prohibits discrimination based upon marital status or sexual orientation.

**Notice to New Jersey Residents.** Because certain provisions of this Agreement are subject to applicable laws, they may be void, unenforceable or inapplicable in some jurisdictions. None of these provisions, however, are void, unenforceable or inapplicable in New Jersey.

**Notice to New York Residents.** A consumer report may be requested in connection with the processing of your application for credit. Upon request, you will be informed whether or not a consumer report was requested and, if such report was requested, informed of the name and address of the consumer reporting agency that furnished the report. Subsequent consumer reports may be requested or utilized in connection with an update, renewal, or extension of the credit. New York residents may contact the New York State Department of Financial Services by telephone or visit its website for free information on comparative credit card rates, fees and grace periods. New York State Department of Financial Services – (800) 342-3736 or <https://www.dfs.ny.gov/>.

**Notice to 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.

**Notice to Rhode Island and Vermont Residents.** A consumer credit report may be ordered in connection with this application, or subsequently for purposes of review or collection of the Account, increasing the credit line on the Account, or other legitimate purposes associated with the Account. If you are a Vermont resident, you consent to the obtaining of such reports by signing or otherwise submitting a credit application.

**Notice to Utah Residents.** The written agreement is a final expression of the agreement between the creditor and debtor and may not be contradicted by evidence of any alleged oral agreement.

**Notice to Wisconsin Residents.** Your signature confirms that this loan obligation is being incurred in the interest of your marriage or family. No provisions of a marital property agreement, a unilateral statement under Section 766.59, or a court decree under Section 766.70, adversely affects the interest of the creditor unless the creditor, prior to the time credit is granted, is furnished a copy of the agreement, statement or decree, or has knowledge of the adverse provision when the obligation to the creditor is incurred. Married residents applying for an individual account must give us the name and address for their spouse if the spouse is also a Wisconsin resident. Please provide this information to us at by calling the number on the back of your card.

## 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 Periodic Statement

If you think there is an error on your statement, write to us at:

Power Finance  
169 Madison Ave #2159  
New York, New York 10016

You may also contact us on the Web: [cardsupport@unefemmewines.com](mailto:cardsupport@unefemmewines.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 all of the rules above, you do not have to pay the first \$50 of the amount you question even if your bill is correct.

### **Your Rights If You Are Dissatisfied With Your Credit Card Purchases**

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

To use this right, all 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 credit card for the purchase. Purchases made with cash advances from an ATM or with a check that accesses your credit card account do not qualify.
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:

Power Finance

169 Madison Ave #2159

New York, New York 10016

You may also contact us at: [cardsupport@unefemmewines.com](mailto:cardsupport@unefemmewines.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.