

SYNCHRONY BANK
SECTION I: RATES AND FEES TABLE
CARECREDIT® REWARDS™ MASTERCARD® ACCOUNT AGREEMENT

| Interest Rates and Interest Charges | |
|---|---|
| Annual Percentage Rate (APR) for Purchases | 32.99% |
| APR for Balance Transfers | 32.99% |
| APR for Cash Advances | 32.99% |
| Penalty APR and When It Applies | 39.99% This APR may be applied to your account if you make a late payment. How Long Will the Penalty APR Apply?: If your APRs are increased for this reason, the Penalty APR may remain in effect indefinitely. |
| Paying Interest | Your due date is at least 23 days after the close of each billing cycle. We will not charge you any interest on non-promotional purchases if you pay your entire balance by the due date each month. We will begin charging interest on balance transfers and cash advances on the transaction date. We will begin charging interest on promotional purchases on the purchase date. |
| Minimum Interest Charge | If you are charged interest, the charge will be no less than \$2.00. |
| For Credit Card Tips from the Consumer Financial Protection Bureau | To learn more about factors to consider when applying for or using a credit card, visit the website of the Consumer Financial Protection Bureau at http://www.consumerfinance.gov/learnmore. |
| Fees | |
| Transaction Fees <ul style="list-style-type: none"> • Balance Transfer • Cash Advance • Foreign Transaction | Either \$5 or 5% of the amount of each balance transfer, whichever is greater. Either \$10 or 4% of the amount of each cash advance, whichever is greater. 3% of each transaction. |
| Penalty Fees <ul style="list-style-type: none"> • Late Payment • Returned Payment | Up to \$41 . Up to \$41 . |
| How We Will Calculate Your Balance | We use a method called “daily balance.” See your credit card account agreement below for more details. |
| Billing Rights | Information on your rights to dispute transactions and how to exercise those rights is provided in your credit card account agreement below. |
| Paper Statement Fee | \$1.99 per month. |

SECTION II: RATES, FEES AND PAYMENT INFORMATION
CARECREDIT® REWARDS™ MASTERCARD® ACCOUNT AGREEMENT

| How Interest Is Calculated | |
|-----------------------------------|---|
| Your Interest Rate | <p>We use a daily rate to calculate the interest on the balance on your account each day. The daily rate is the applicable APR times 1/365. Interest will be imposed in amounts or at rates not in excess of those permitted by applicable law.</p> <ul style="list-style-type: none"> • The daily rate for purchases is .09039% (APR 32.99%). • The daily rate for cash advances is .09039% (APR 32.99%). • The daily rate for balance transfers is .09039% (APR 32.99%). • The daily rate for Penalty APR is .10957% (APR 39.99%). <p>A Penalty APR may be applied if we do not receive the total minimum payment due on your account by the payment due date two or more times during any 12 consecutive billing cycles. Once the Penalty APR is in effect, the daily rates and APRs will increase and may apply to all new transactions. After we apply the Penalty APR, we will review your account from time to time to see if a reduction in APR is appropriate.</p> |
| When We Charge Interest | <p>Purchases. We charge interest on your purchases from the date you make the purchase until you pay the purchase in full. See exceptions below.</p> <ul style="list-style-type: none"> • We will not charge you interest during a billing cycle on any new non-promotional purchases if: <ol style="list-style-type: none"> 1. You had no balance at the start of the billing cycle; OR 2. You had a balance at the start of the billing cycle and you paid that balance in full by the due date in that billing cycle. <p>We always charge interest on promotional purchases and their related fees from the date you make the purchase.</p> <ul style="list-style-type: none"> • We will credit, as of the start of the billing cycle, any payment you make by the due date that we allocate to non-promotional purchases if: <ol style="list-style-type: none"> 1. You had no balance at the start of the previous billing cycle; OR 2. You had a balance at the start of the previous billing cycle and you paid that balance in full by the due date in the previous billing cycle. <p>If you did not pay your balance in full in the prior billing cycle, interest will be calculated on your balance from the first day of the current billing cycle until we receive your payment in full, even if you pay your balance in full and on time and make no new charges in the current billing cycle. This interest, plus interest on that interest, will be reflected on your next billing statement.</p> <p>Balance Transfer and Cash Advances. We charge interest on your balance transfer and cash advances, and their related fees, from the date you make the transaction until you pay them in full. You cannot avoid paying interest on balance transfers and cash advances or their related fees.</p> |
| How We Calculate Interest | <p>We figure the interest charge on your account separately for each balance type. We do this by applying the daily rate to the daily balance for each day in the billing cycle. A separate daily balance is calculated for the following balance types, as applicable: purchases, balance transfers, cash advances and balances subject to different interest rates, plans or special promotions. See below for how this works.</p> <ol style="list-style-type: none"> 1. How to get the daily balance: We take the starting balance each day, add any new charges and fees, and subtract any payments or credits. This gives us the daily balance. We apply fees to balance types as follows: <ol style="list-style-type: none"> a. paper statement fees are treated as new purchases; b. late payment fees or returned payment fees are treated as new purchases; c. debt cancellation fees are treated as new purchases; d. balance transfer fees are added to the balance transfer balance; e. cash advance fees are added to the cash advance balance; and f. foreign transaction fees are added to the purchase balance. 2. How to get the daily interest amount: We multiply each daily balance by the daily rate that applies. 3. How to get the starting balance for the next day: We add the daily interest amount in step 2 to the daily balance from step 1. 4. How to get the interest charge for the billing cycle: We add all the daily interest amounts that were charged during the billing cycle. <p>We charge a minimum of \$2.00 of interest in any billing cycle in which you owe interest. Interest, as calculated above, is added as applicable to each balance type. Minimum interest charges in excess of the calculated interest are treated as new purchases.</p> |

| How Fees Work | |
|--------------------------------|---|
| Paper Statement Fee | We will charge a \$1.99 monthly Paper Statement Fee to your account. We will charge this fee in any billing cycle in which your balance is greater than \$2.50 and you are sent a monthly billing statement in paper form, even if you also are provided it in electronic form. You can avoid the fee each billing cycle you are provided your monthly billing statement only in electronic form. To make an election regarding the form of your monthly billing statement, please log in to our servicing site. |
| Balance Transfer Fee | We will charge this fee for each balance transfer you make. |
| Cash Advance Fee | We will charge this fee for each cash advance you make. For ATM cash advances this fee is in addition to any fee the ATM owner may charge you for use of the ATM. |
| Foreign Transaction Fee | We will charge this fee for purchases or cash advances you make in currencies other than U.S. dollars and/or in a country other than the U.S., whether or not the transaction was in a foreign currency. If you make a transaction with your account in a currency other than U.S. dollars, Mastercard will convert the transaction amount into U.S. dollars using its currency conversion procedure. Under the currency conversion procedure that Mastercard currently uses, the non-U.S. dollar transaction amount is converted into a U.S. dollar amount by multiplying the transaction amount in the non-U.S. dollar currency by a currency conversion rate. Mastercard's currency conversion procedure is based on rates observed in the wholesale market or government-mandated rates, where applicable. The currency conversion rate that Mastercard uses for a particular transaction is the rate for the applicable currency on the date that the transaction occurred. However, in limited situations, particularly where transaction submissions to Mastercard for processing are delayed, the currency conversion rate that Mastercard uses may be the rate for the applicable currency on the date that the transaction is processed. |
| Late Payment Fee | We will charge this fee if we do not receive the total minimum payment due on your account by the due date in accordance with the requirements set forth on each billing statement. This fee is equal to: 1. \$30, if you have paid your total minimum payment due by the due date in each of the prior six billing cycles. OR 2. \$41, if you have failed to pay your total minimum payment due by the due date in any one or more of the prior six billing cycles. The late payment fee will not be more than the total minimum payment that was due. |
| Returned Payment Fee | We will charge this fee for any returned payment, such as if any check, other instrument, or electronic payment authorization you provide us in payment on your account is not honored, returned unpaid or cannot be processed for any reason. This fee is equal to: 1. \$30, if you have not had a returned payment fee in each of the prior six billing cycles. OR 2. \$41, if you have had a returned payment fee in any one or more of the prior six billing cycles. The returned payment fee will not be more than the amount permitted by applicable law. We may represent any returned payment. A returned payment fee may be charged even if your payment is honored on a subsequent representation. |

Minimum Payment Calculation

Your total minimum payment is calculated as follows.

The sum of:

- a. For the new balance (excluding any balance attributable to a special promotional purchase with a unique payment calculation) shown on your billing statement, the greater of:
 - i. \$30; or
 - ii. 3.25% of the new balance shown on your billing statement; or
 - iii. The sum of 1% of your new balance shown on your billing statement plus interest and late payment fees charged in the current billing cycle; PLUS
- b. Any past due amounts; PLUS
- c. Any payment due in connection with a special promotional purchase with a unique payment calculation.

We round up to the next highest whole dollar in figuring your total minimum payment. Your total minimum payment will never be more than your new balance.

Special Promotional Financing Offer Information

At times, we may offer you special financing promotions for certain transactions ("special promotions"). The terms of this Agreement apply to any special promotions. However, any special promotional terms that are different than the terms in this Agreement will be explained on promotional advertising or other disclosures provided to you. Below is a description of certain special promotions that may be offered, in addition to reduced APR promotions with a unique payment calculation.

| | |
|--|---|
| • No Interest if Paid in Full Within 6 Months | <p>For each promotion, if the promotional balance is not paid in full within the promotional period, interest will be imposed from the date of purchase at the APR that applies to new purchases on your account when the purchase (or a part of the purchase) is charged to your account.</p> <p>At the time your account is opened, the Purchase APR is 32.99%.</p> |
| • No Interest if Paid in Full Within 12 Months | |
| • No Interest if Paid in Full Within 18 Months | |
| • No Interest if Paid in Full Within 24 Months | |

When you make a qualifying purchase under one of these promotions, no interest will be assessed on the purchase if you pay promotional purchase amount in full within the applicable promotional period. If you do not, interest will be assessed on the promotional purchase from the date of the purchase. Minimum monthly payments are required. The required minimum monthly payments may or may not pay off the promo purchase before the end of the promo period, depending on purchase amount, promo length and payment allocation. Regular account terms apply to non-promotional purchases and, after promotion ends, to the promotional balance. Offers are subject to credit approval. These promotional offers may not be available at all times for all purchases. Please see any special promotion advertising or other disclosures provided to you for the full terms of any special promotion offered.

SECTION III: STANDARD PROVISIONS

CARECREDIT® REWARDS™ MASTERCARD® ACCOUNT AGREEMENT

ABOUT THE CREDIT CARD ACCOUNT AGREEMENT

This Agreement. This is an Agreement between you and Synchrony Bank, 170 Election Road, Suite 125, Draper, UT 84020, for your credit card account shown above. By opening or using your account, you agree to the terms of the entire Agreement. The entire Agreement includes the four sections of this document and the application you submitted to us in connection with the account. These documents replace any other agreement relating to your account that you or we made earlier or at the same time.

Parties To This Agreement. This Agreement applies to each accountholder approved on the account and each of you is responsible for paying the full amount due, no matter which one uses the account. We may treat each of you as one accountholder and may refer to each of you as “you” or “your.” Synchrony Bank may be referred to as “we,” “us” or “our.”

Changes To This Agreement. We may change, add or delete terms of this Agreement, including interest rates, fees and charges.

Special Promotions. The terms of this Agreement apply to any special promotions. However, any special promotional terms that are different than the terms in this Agreement will be explained on promotional advertising or other disclosures provided to you.

HOW TO USE YOUR ACCOUNT/CARD

Use Of Your Account. You may use your account only for lawful personal, family or household purposes. You may use your account for purchases from dealers/providers/retailers that accept the card, as well as from any merchant that accepts Mastercard credit cards. You may get cash advances as further explained below. You may not use your account to pay amounts you owe us on this account or any other accounts you have with us. From time to time, in our sole discretion, we may offer you the chance to transfer balances from your other credit card accounts to this account. Details of the terms applicable to the balance transfer will be provided with the offer.

Cash Advances. We may offer you the opportunity to get a cash advance with convenience checks that we send you. We may not honor a convenience check for any reason stated on the check. You can also get cash or make a withdrawal from any institution or ATM that accepts the card or the account. In addition, we will treat any purchase of certain cash-like items as cash advances. Cash-like items include, for example, money orders, cashier’s checks, traveler’s checks, electronic or wire transfers (including, but not limited to, person-to-person money transfers (P2P)), foreign currency or other in-bank transactions, tax payments, lottery tickets or other legalized gambling transactions, court costs, bail bonds and fines. We rely on third parties to send us the accurate classification of transactions, including certain transactions as purchases and others as cash advances, and this classification affects how the transaction is treated under the terms of this Agreement.

You Promise To Pay. You promise to pay us for all amounts owed to us under this Agreement.

Your Responsibility. Each accountholder will receive a card. You may not allow anyone else to use your account. If you do, or if you ask us to send a card to someone else, you will be responsible for paying for all charges resulting from their transactions.

Transaction Limits. To prevent fraud, we may limit the number or dollar amount of transactions you can make in any particular amount of time. We also may decline any particular charge on your account for any reason.

Credit Limit. You will be assigned a credit limit and cash advance limit on your account that we may increase or decrease from time to time. If we approve a transaction that makes you go over your credit limit or your cash advance limit, we do not give up any rights under this Agreement and we do not treat it as an increase in either limit.

HOW AND WHEN TO MAKE PAYMENTS

When Payments Are Due. You must pay at least the total minimum payment due on your account by the due date of each billing cycle in accordance with the requirements set forth on each billing statement. Payments received after the due date will be credited as of the next day. You may at any time pay, in whole or in part, the total unpaid balance without any additional charge for prepayment. If you have a balance subject to interest, earlier payment may reduce the amount of interest you will pay. We may delay making credit available on your account in the amount of your payment even though we will credit your payment when we receive it.

Payment Options. You can pay by mail or online. We may allow you to make payments over the phone but we may charge you a fee to make expedited phone payments. Your payment must be made in U.S. dollars by physical or electronic check, money order or a similar instrument from a bank located in the United States.

How To Make A Payment. You must follow the instructions for making payments provided on your billing statement. If you do not, credit of your payment may be delayed up to five days. Your billing statement also explains how information on your check is used.

Payment Allocation. We will apply the required total minimum payment to balances on your account using any method we choose. Any payment you make in excess of the required total minimum payment will be applied to higher APR balances before lower APR balances. Applicable law may require or permit us to apply excess payments in a different manner in certain situations, such as when your account has a certain type of special promotion.

INFORMATION ABOUT YOU

Using And Sharing Your Information. When you applied for an account, you gave us, dealers/providers/retailers that accept the card and program sponsors information about yourself that we could share with each other. Dealers/providers/retailers that accept the card and program sponsors (and their respective affiliates) will use the information in connection with the credit program and for things like creating and updating their records and offering you special benefits. More information about how we use and share information is set forth in the privacy policy for your account.

Address/Phone Change. You represent that any phone number that you provide to us belongs to you and/or that you are authorized to provide that number. You also agree to tell us right away if you change your address or any phone number.

Consent To Communications. You consent to us, as well as any other owner or servicer of your account, contacting you through any channel of communication and for any purpose and at any time, as permitted by applicable law. For informational, servicing, fraud, or collection related communications, you agree that we may use the phone numbers that you provide to us to contact your cellular phone or wireless device with text messages, artificial or prerecorded voice calls, and calls made by an automatic telephone dialing system. Text frequency may vary and may be recurring. This consent applies even if you are charged for the call under your plan. You are responsible for any charges that may be billed to you by your communications carrier when we contact you. Message and data rates may vary. We and any carrier are not liable for delayed or undelivered messages. If you have questions, please call the number on the back of your card.

Telephone Monitoring. For quality control, you allow us to listen to and/or record telephone calls between you and us.

IMPORTANT INFORMATION ABOUT YOUR ACCOUNT

Closing Your Account. You may close your account at any time by sending a letter to the address shown on your billing statement or calling customer service. We may close your account at any time, for any reason. If your account is closed, you must stop using it. You must still pay the full amount you owe and this Agreement will remain in effect until you do.

Collection Costs. If we ask an attorney who is not our salaried employee to collect your account, we may charge you our collection costs. These include court costs and reasonable attorneys' fees.

Credit Bureau Reporting. We may report information about your account to credit bureaus. Late payments, missed payments, or other defaults on your account may be shown in your credit report. Tell us if you think we reported wrong information about you to a credit bureau. Write to us at Synchrony Bank, P.O. Box 71757, Philadelphia, PA 19176-1757. Tell us what information is wrong and why you think it is wrong. If you have a copy of the credit report that includes the wrong information, send us a copy.

Default. You are in default if you make a late payment, do not follow any other term of this Agreement or become bankrupt or insolvent. If you default or upon your death, we may (a) request payment of the full amount due right away, (b) take legal action to collect the amounts owed, and/or (c) take any other action allowed.

Disputed Amounts. The billing rights summary in section IV of this Agreement describes what to do if you think there is a mistake on your bill. If you send us correspondence about a disputed amount or payment, you must send it to the address for billing inquiries. We do not give up any rights under this Agreement if we accept a payment marked "payment in full" or given with any other conditions or limitations.

Unauthorized Use. If your card is lost, stolen or used without your consent, call us immediately at 1-866-748-1585. You will not be liable for unauthorized use on your account, but you will be responsible for all use by anyone you give your card to or allow to use your account.

IMPORTANT INFORMATION ABOUT THIS AGREEMENT

Assignment. We may sell, assign or transfer any or all of our rights or duties under this Agreement or your account, including our rights to payments. We do not have to give you prior notice of such action. You may not sell, assign or transfer any of your rights or duties under this Agreement or your account.

Enforceability. If any part of this Agreement is found to be void or unenforceable, all other parts of this Agreement will still apply.

Governing Law. Except as provided in the Resolving a Dispute with Arbitration section, this Agreement and your account are governed by federal law and, to the extent state law applies, the laws of Utah without regard to its conflicts of law principles. This Agreement has been accepted by us in Utah.

Waiver. We may give up some of our rights under this Agreement. If we give up any of our rights in one situation, we do not give up the same right in another situation.

RESOLVING A DISPUTE WITH ARBITRATION

PLEASE READ THIS SECTION CAREFULLY. IF YOU DO NOT REJECT IT, THIS SECTION WILL APPLY TO YOUR ACCOUNT, AND MOST DISPUTES BETWEEN YOU AND US WILL BE SUBJECT TO INDIVIDUAL ARBITRATION. THIS MEANS THAT: (1) NEITHER A COURT NOR A JURY WILL RESOLVE ANY SUCH DISPUTE; (2) YOU WILL NOT BE ABLE TO PARTICIPATE IN A CLASS ACTION OR SIMILAR PROCEEDING; (3) LESS INFORMATION WILL BE AVAILABLE; AND (4) APPEAL RIGHTS WILL BE LIMITED.

- CLAIMS AND PARTIES.** If either you or we make a demand for arbitration, you and we must arbitrate any dispute or claim between you (including any other user of your account), and us (including our parents, affiliates, agents, employees, officers, and assignees), and/or providers that accept the card that directly or indirectly arises from or relates to your account, your account Agreement or our relationship, except as noted below. In addition, dealers/providers/retailers and/or any assignee, agent, or service provider of ours that collects amounts due on your account are intended beneficiaries of this Arbitration section and may enforce it in full (notwithstanding any state law to the contrary).
- This Arbitration section broadly covers claims, including counterclaims, based upon contract, tort, consumer rights, fraud and other intentional torts, negligence, constitution, statute, regulation, ordinance, common law and equity and claims for money damages and injunctive or declaratory relief, even if they arose before this section took effect. You may not sell, assign or transfer a claim.
- Examples of claims subject to arbitration are disputes about an account transaction, fees, charges or interest, the events leading up to the Agreement (such as any disclosures, advertisements, promotions or oral or written statements, warranties or representations made by us), an application for or denial of credit, any product or service provided by us or third parties in connection with the Agreement, credit reporting, benefit programs related to your account including any reward program, the collection of amounts due by our assignees, service providers, or agents and the manner of collection.
- However, we will not require you to arbitrate any individual case in small claims court or your state's equivalent court, so long as it remains an individual case in that court. Also, even if all parties have opted to litigate a claim in court, you or we may elect arbitration with respect to any claim made by a new party or any claim later asserted by a party in any related or unrelated lawsuit, including modifying an individual claim to assert a class, representative or multi-party claim. Arbitration may be requested at any time, even where there is a pending lawsuit, unless a trial has begun, or a final judgment entered.
- Only a court will decide disputes about the validity, enforceability, coverage or scope of this Arbitration section or any part thereof. However, any dispute that concerns the validity or enforceability of the Agreement as a whole is for the arbitrator to decide.
- NO CLASS ACTIONS.** IF EITHER YOU OR WE ELECT TO ARBITRATE A CLAIM, NEITHER YOU NOR WE WILL HAVE THE RIGHT (A) TO PARTICIPATE IN A CLASS ACTION, PRIVATE ATTORNEY GENERAL ACTION OR OTHER REPRESENTATIVE ACTION IN COURT OR IN ARBITRATION, EITHER AS A CLASS REPRESENTATIVE OR CLASS MEMBER, OR (B) TO JOIN OR CONSOLIDATE CLAIMS WITH CLAIMS OF ANY OTHER PERSONS EXCEPT ACCOUNTHOLDERS ON YOUR ACCOUNT. THUS, YOU MAY NOT BRING CLAIMS AGAINST US ON BEHALF OF ANY ACCOUNTHOLDER WHO IS NOT AN ACCOUNTHOLDER ON YOUR ACCOUNT, AND YOU AGREE THAT ONLY ACCOUNTHOLDERS ON YOUR ACCOUNT MAY BE JOINED IN A SINGLE ARBITRATION WITH ANY CLAIM YOU HAVE.
- PROCEDURES.** The party who wants to arbitrate must notify the other party in writing. This notice can be given after the beginning of a lawsuit or in papers filed in the lawsuit. Otherwise, your notice must be sent to Synchrony Bank, Legal Operation, P.O. Box 29110, Shawnee Mission, KS 66201-5320, ATTN: ARBITRATION DEMAND. The party seeking arbitration must select either the American Arbitration Association (AAA), 120 Broadway, Floor 21, New York, NY 10271, www.adr.org, or JAMS, 620 Eighth Avenue, 34th Floor, New York, NY 10018, www.jamsadr.com, to administer the arbitration. If neither administrator can handle the dispute, a court with jurisdiction will appoint an arbitrator.
- The arbitration administrator will appoint the arbitrator and will tell the parties what to do next. The arbitrator must be a lawyer with at least ten years of legal experience. The arbitrator must apply the same law, consistent with the Federal Arbitration Act (FAA), that would apply to an individual action in court, but may use different procedural rules. The arbitrator will apply the same statutes of limitation and privileges that a court would apply if the matter were pending in court.
- The arbitrator may award any damages or other relief or remedies that would apply under applicable law to an individual action brought in court, including, without limitation, punitive damages (governed by the Constitutional standards employed by the courts) and injunctive, equitable and declaratory relief (but 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). The parties will bear the fees and costs of their attorneys, witnesses and experts. However, the arbitrator will have the authority to award fees and costs of attorneys, witnesses and experts to the extent permitted by the Agreement, the administrator's rules or applicable law.

10. The arbitration will take place by phone or at a location reasonably convenient to you. If you ask, we will pay all the fees the administrator or arbitrator charges if you cannot obtain a waiver of fees from the administrator and are acting in good faith. We will pay arbitration costs required by the administrator's rules or that are necessary for this Arbitration section to be enforced. Notwithstanding the foregoing, you will be required to advance half of all administrative fees and arbitrator's fees (and to be responsible for payment of such fees to the extent not advanced) if you pursue arbitration as part of a group of similar arbitrations, or if you otherwise seek to participate in a mass arbitration proceeding. If an arbitration already in process is later determined to be part of a mass arbitration proceeding, we shall have the right to request that the arbitrator order you to reimburse us for fees already paid or advanced.
11. **GOVERNING LAW.** This Arbitration section is governed by the FAA. Utah law shall apply to the extent state law is relevant under the FAA, unless otherwise stated herein. The arbitrator's award will be final and binding, except for any appeal right under the FAA. Any court with jurisdiction may enter judgment upon the arbitrator's award. The arbitration award and any judgment confirming it will apply only to the specific case and cannot be used in any other case except to enforce the award.
12. **SURVIVAL.** This Arbitration section shall survive the repayment of all amounts owed, the termination, cancellation or suspension of the Agreement or your account or credit privileges, any legal proceeding, and any bankruptcy by you, to the extent consistent with applicable bankruptcy law. If this Arbitration section conflicts with the applicable arbitration rules or the other provisions of the Agreement, this Arbitration section shall govern.
13. **SEVERABILITY.** If any portion of this Arbitration section is held to be invalid or unenforceable, the remaining portions shall nevertheless remain in force with the following two exceptions. First, if a determination is made that the "No Class Actions" provision is unenforceable, and that determination is not reversed on appeal, then this Arbitration section shall be void in its entirety. Second, if a court determines that a public injunctive relief claim may proceed notwithstanding the "No Class Actions" provision, and that determination is not reversed on appeal, then the public injunctive relief claim will be decided by a court, and any individual claims will be arbitrated. The parties will ask the court to stay the public injunctive relief claim until the other claims have been finally concluded.
14. **HOW TO REJECT ARBITRATION.** You may reject this Arbitration section. If you do that, a court will resolve any dispute or claim. To reject this section, send us a notice within 45 days after you open your account or we first provided you with your right to reject this section. The notice must include your name, address, account number, and personal signature, and must be mailed to Synchrony Bank, P.O. Box 71734, Philadelphia, PA 19176-1734. This is the only way you can reject this section. Rejecting this Arbitration section will not affect any other provision of the Agreement. It will also not affect any prior arbitration agreement or dispute resolution provision between you and us, which will remain in full force and effect. If you don't reject this Arbitration section, it will be effective as of the date of the Agreement and will supersede any prior arbitration agreement between you and us that would otherwise be applicable.

SECTION IV: OTHER IMPORTANT INFORMATION

CARECREDIT® REWARDS™ MASTERCARD® ACCOUNT AGREEMENT

NOTICE FOR ACTIVE DUTY MILITARY MEMBERS AND THEIR DEPENDENTS: The following disclosures apply to you if, at the time your account is opened, you are a "covered borrower" as defined in the Military Lending Act, which includes eligible active duty members of the Armed Forces and their dependents:

1. The provision in this Agreement called "Resolving a Dispute with Arbitration" will not apply to your account.
2. 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).
3. You can call 1-855-367-4541 to hear the information in item 2 (above) and a description of the payment obligation for your account.

STATE NOTICES

CALIFORNIA RESIDENTS: If you are married, you may apply for a separate account.

NEW JERSEY RESIDENTS: Certain provisions of this Agreement are subject to applicable law. As a result, they may be void, unenforceable or inapplicable in some jurisdictions. None of these provisions, however, is void, unenforceable or inapplicable in New Jersey.

OHIO RESIDENTS: The Ohio laws against discrimination require that all creditors make credit equally available to all creditworthy customers, and that credit reporting agencies maintain separate credit histories on each individual upon request. The Ohio Civil Rights Commission administers compliance with this law.

TENNESSEE RESIDENTS: This Agreement will not become effective unless and until we have (1) provided the disclosures required pursuant to the federal Truth in Lending Act, (2) you or an authorized user uses the account, and (3) we extend credit to you for that transaction on your account.

WISCONSIN RESIDENTS: No provision of a marital property agreement, a unilateral statement under sec. 766.59, Wis. Stats., or a court decree under sec. 766.70, Wis. Stats., 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 actual knowledge of the adverse provision when the obligation to the creditor is incurred. **Married residents of Wisconsin applying for an individual account must give us the name and address of their spouse if the spouse also is a Wisconsin resident, regardless of whether the spouse may use the card. Please provide this information to us at P.O. Box 71754, Philadelphia, PA 19176-1754.**

Your signature on the application or sales slip (or online screen) for the initial purchase approved on this account represents your signature on this Agreement. It is incorporated herein by reference.

We have signed this Agreement as follows:



Brian D. Doubles
President and Chief Executive Officer
Synchrony Bank

YOUR BILLING RIGHTS SUMMARY

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:

Synchrony Bank
P.O. Box 71756, Philadelphia, PA 19176-1756

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*. 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 at:

Synchrony Bank
P.O. Box 71756, Philadelphia, PA 19176-1756

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.

CARECREDIT® REWARDS™ MASTERCARD® REWARDS PROGRAM TERMS ("Terms")

By participating in the CareCredit Rewards Mastercard Rewards Program ("Rewards Program") you hereby agree to be bound by these Terms. The Rewards Program is automatically available for your CareCredit Rewards Mastercard account ("Account") if it is open and in good standing.

1. Eligibility: In order to receive the benefits of the Rewards Program, you must:

- i. Make purchases with your CareCredit Rewards Mastercard, accumulating the necessary level of Reward Points (the points you earn for each purchase as set forth in these Terms); and
- ii. Redeem the Reward Points accumulated.

2. Make Purchases with your Card and Earn Reward Points.

When you use your CareCredit Rewards Mastercard, you will automatically earn 1 Reward Point (which you may see advertised as "1 Point" or "% Back") on Eligible Purchases made with your Account. "Eligible Purchases" mean purchases (less credits, returns and adjustments) of goods and services for your personal, family or household use made using the Account.

For the purpose of calculating earned Reward Points, the daily purchase total is rounded to the whole dollar. Example: 1 Point-Eligible Purchase of \$10.49 earns 10 points; \$10.50 purchase earns 11 points.

The following transactions do not qualify for Reward Points: Cash advances, balance transfers (when available), finance charges and fees.

From time to time, you may be offered additional incentives ("Bonus Points") for purchases made with your Account:

• Offers on purchases in the CareCredit Provider Network must be processed on a CareCredit terminal, use a recognized and unique Bank Acquiring ID and Card Acceptor ID ("BAID/CAID") or directly with CareCredit (e.g., CareCredit Direct tool or practice management software) to earn Bonus Points. Synchrony Bank ("the Bank") is not responsible for determining which processing method the provider uses and does not assign or have responsibility for the BAID/CAID or evaluate the BAID/CAID being used by a particular CareCredit Network Merchant. If your transaction is not processed on a CareCredit terminal or directly with CareCredit, if the CareCredit Network Merchant does not use a recognized and unique BAID/CAID to process your Eligible Purchase or if a particular merchant ceases to be part of the CareCredit Network at the time of your Eligible Purchase, you will only earn 1 Reward Point per dollar instead of the Bonus Points being offered at the time of purchase.

• For other offers including certain purchases in the CareCredit Provider Network, the Bonus Points earned will be determined by the merchant category code (the "MCC") associated with the merchant at which the Eligible Purchase transaction occurs. An MCC is a four-digit classification code that is assigned to a merchant by the merchant's

payment card network or merchant processor based on the predominant business activity of the merchant. For example, if Bonus Points are being offered for grocery purchases, a purchase of groceries at a gas station has an MCC designation as a gas station purchase and does not qualify for Bonus Points under these Terms. The Bank does not assign or have any responsibility for the assignment of MCCs and does not evaluate what MCC should be assigned to a particular merchant. Purchases made through a third-party payment account or on an online marketplace (with multiple retailers) will not qualify for Bonus Points.

Synchrony Bank's CareCredit Network:

- (1) CareCredit Provider Network: healthcare providers enrolled with CareCredit; and
- (2) CareCredit Merchant Network: a network of select retailers enrolled with CareCredit.

CareCredit Network participants are listed at the Acceptance Locator found at carecredit.com/mastercard or you may call 866-748-1585.

For questions about point assignments or if you believe there is an error in how your Reward Points earned were calculated, please call 866-748-1585.

3. Redeem Points. You may redeem Reward Points at carecredit.com/mastercard. For questions on how to redeem Reward Points, call toll-free 866-748-1585.

A minimum amount of Reward Points will be required to select a redemption option and may change from time to time. You must make a selection from the redemption options available at the time you redeem your Reward Points. Your Reward Points balance will automatically be reduced based on the Reward Points you redeem.

The Bank can amend available Rewards, level of Reward Points required for a specific reward, level of Reward Points earned for purchases and eligible level of Reward Points allowed in a given period.

All rewards are subject to availability. Quotes or information on reward redemptions are valid at the time they are issued but are subject to change. Rewards may be discontinued or withdrawn without notice. Should a reward be discontinued, you will be advised of unavailability so that you can make an alternate selection.

Specific rewards, and any limitations or special terms and conditions associated with them, are provided at the time you redeem your Reward Points. You agree to any special terms or conditions associated with a reward. Special terms may apply to travel (including possible black-out dates, return policies, vacation or cruise restrictions, etc.). All travel and activity rewards are subject to availability. You agree to pay any fees charged by third-party providers enabling the redemption of your points for travel, merchandise, or otherwise. Please confirm the amount of fees applicable to your reward before redeeming your points as they will be charged to your selected card upon redemption. Fees are subject to change at any time.

All redemptions are sent to the billing address or email address on your Account, depending on your redemption selection. Once you have selected your reward, please allow additional time for delivery. If an item arrives in defective or damaged condition, you should make a return claim within 10 days of receipt. You will be able to return a defective or damaged product within 30 days of receipt for an identical replacement product or reinstatement of points. Damaged product must be returned with original packaging. Please contact 855-483-3971 for return instructions.

You agree to hold Mastercard and/or the Bank harmless if a provider of reward goods or services files for bankruptcy, or otherwise goes out of business or fails to perform, after you have redeemed Reward Points.

All redemptions are final. Reward Point credits will not be issued.

You may not redeem Reward Points when your Account or Reward Program participation is closed or not in good standing. If you bring your account to good standing you can redeem earned Reward Points. If you have a New York mailing address, please see below in Section 4 for more information.

4. Points Forfeiture and Other Conditions:

Customers need not purchase any services or items that are paid for by insurance to earn rewards and dollars spent on such items do not generate higher or different rewards compared to dollars spent on other purchases.

You will forfeit accrued Reward Points if the Account is closed for any reason (other than as a result of a lost or stolen card, in which case all accrued Reward Points will be applied to the replacement account) including in the event of any fraud or abuse in connection with this Reward Program. In addition, accrued Reward Points are forfeited if they are not redeemed within 24 months (2 years) after they were first accrued. If your Account has a New York mailing address, you will be able to redeem any Reward Points that you have accumulated for up to 90 days after we send you notice that your Account is closed or the Rewards Program has been modified, cancelled, closed or terminated (subject to the availability of Reward Points). However, Reward Points will be forfeited at Account closure if the Account was delinquent or if the Account was closed for fraud or other misuse.

Only a primary Cardholder(s) may redeem Reward Points. Reward Points may not be combined from multiple Accounts for redemption purposes. Reward Points do not constitute property of the Cardholder. Except as expressly permitted by the Bank in writing, Reward Points and awards are not transferable or assignable under any circumstances, including (i) upon death, (ii) as part of a domestic relations matter, or (iii) otherwise by operation of law.

You acknowledge that Reward Points have no cash value, are purely promotional and are provided without the payment of any consideration or other thing of value. Unless and until you redeem Reward Points in accordance with these Terms, no right, title, or interest in the Reward Points has been earned.

If your right to use the Account is terminated for any reason, your participation in the Program will be terminated; the Bank will not compensate you for unredeemed Reward Points in the event your Program participation is terminated.

This Rewards Program is void where prohibited by federal, state or local law.

You are responsible for any personal tax liability related to participation in the program or as a result of Reward Points earned and/or redeemed.

This Rewards Program is provided at the sole discretion of the Bank and serviced by Mastercard International Incorporated. The Bank, its subsidiaries, divisions and affiliate entities reserve the right to change or terminate this Rewards Program at any time and in any manner without notice (including, without limitation, the right to expire or eliminate any accrued Reward Points, or adjust the number of Reward Points earned for each dollar in Eligible Purchases charged to the CareCredit Rewards Mastercard). Nothing herein requires Mastercard International Incorporated to accept a Reward redemption if the entire program has been cancelled, terminated or suspended. No Reward Points will be redeemed after termination of the Rewards Program.

NO WARRANTY: THE BANK AND ITS SUBSIDIARIES, DIVISIONS, AND AFFILIATE ENTITIES, ALONG WITH ITS RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, AND AGENTS MAKE NO WARRANTY, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE WITH RESPECT TO THE REWARDS PROGRAM OR ANY PRODUCTS OR SERVICES RELATED TO SUCH PROGRAM.

RELEASE OF LIABILITY: YOU RELEASE THE BANK AND ITS SUBSIDIARIES, DIVISIONS, AND AFFILIATE ENTITIES, ALONG WITH EACH SUCH COMPANY'S RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, AND AGENTS FROM AND AGAINST ANY AND ALL LIABILITY RELATING TO YOUR MEMBERSHIP OR PARTICIPATION IN THE REWARDS PROGRAM (INCLUDING WITH RESPECT TO ANY PRODUCTS OR SERVICES RELATED TO SUCH PROGRAM) OR THESE TERMS.

Complete Agreement: These Terms, together with your Credit Card Agreement (including, without limitation the "Governing Law" and "Dispute and Claim Resolution (including Arbitration) Provision" sections of the Credit Card Agreement), make up the entire agreement between us relating to the Rewards Program.

[See the Privacy Policy on the following page.]

PRIVACY POLICY

Rev. 3/17

| FACTS | WHAT DOES SYNCHRONY 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. This information can include: <ul style="list-style-type: none">■ Social Security number and income■ Account balances and payment history■ Credit history and credit scores | | |
| 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 Synchrony Bank chooses to share; and whether you can limit this sharing. | | |
| Reasons we can share your personal information | | Does Synchrony Bank share? | Can you limit this sharing? |
| For our everyday business purposes — such as to process your transactions, maintain your account(s), respond to court 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 | | Yes | No |
| For our affiliates' everyday business purposes — information about your transactions and experiences | | Yes | No |
| For our affiliates' everyday business purposes — information about your creditworthiness | | Yes | Yes |
| For our affiliates to market to you | | Yes | Yes |
| For nonaffiliates to market to you | | Yes | Yes* |
| To limit our sharing | <ul style="list-style-type: none">■ Call 1-877-905-2097 —our menu will prompt you through your choice(s) <p>Please note:</p> <p>If you are a <i>new</i> customer, we can begin sharing your information 30 days from the date we sent this notice, or earlier if you consent or for types of information for which you do not have the right to limit our sharing. When you are <i>no longer</i> our customer, we continue to share your information as described in this notice.</p> <p>However, you can contact us at any time to limit our sharing.</p> | | |
| Questions? | Call 1-877-905-2097 | | |

| What we do | |
|--|---|
| How does Synchrony 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 Synchrony Bank collect my personal information? | <p>We collect your personal information, for example, when you</p> <ul style="list-style-type: none"> ■ open an account or give us your contact information ■ provide account information or pay your bills ■ use your credit card <p>We also collect your personal information from others, such as credit bureaus, affiliates, or other companies.</p> |
| Why can't I limit all sharing? | <p>Federal law gives you the right to limit only</p> <ul style="list-style-type: none"> ■ 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 <p>State laws and individual companies may give you additional rights to limit sharing. See below for more on your rights under state law.</p> |
| What happens when I limit sharing for an account I hold jointly with someone else? | Your choices will apply to everyone on your account. |
| Definitions | |
| Affiliates | <p>Companies related by common ownership or control. They can be financial and nonfinancial companies.</p> <ul style="list-style-type: none"> ■ <i>Our affiliates include financial companies, such as Synchrony Financial and its subsidiaries, including Retail Finance Credit Services, LLC and CareCredit LLC.</i> |
| Nonaffiliates | <p>Companies not related by common ownership or control. They can be financial and nonfinancial companies.</p> <ul style="list-style-type: none"> ■ <i>Nonaffiliates we share with can include the retailer named on your account and direct marketing companies.</i> |
| Joint marketing | <p>A formal agreement between nonaffiliated financial companies that together market financial products or services to you.</p> <ul style="list-style-type: none"> ■ <i>Our joint marketing partners include insurance companies.</i> |
| Other important information | |
| <p>If your account has a California or Vermont billing address, you are automatically treated as if you have chosen to limit our sharing of information with affiliates and nonaffiliates. If your account has a California billing address, we will not share information for joint marketing purposes with other financial companies. If your account no longer has a California or Vermont address, these special rules will stop applying and you will need to notify us if you want to exercise your right to restrict our sharing of information with affiliates or nonaffiliates.</p> | |

*Please keep in mind that, as permitted by federal law, if you choose to limit our sharing of information with nonaffiliates, your choice will not prohibit us from sharing your information with dealers/merchants/retailers/contractors/providers (and their affiliates and program sponsors) that accept the credit card in connection with maintaining and servicing the consumer credit program identified on your credit card agreement or credit card, including marketing of such program.

The above notice applies only to consumer credit card accounts with Synchrony Bank, as identified on your credit card agreement or credit card, and does not apply to any other accounts you have with us. It replaces our previous privacy notice disclosures to you. We can change our privacy policy at any time and will let you know if we do if/as required by applicable law.

For helpful information about identity theft, visit the Federal Trade Commission's (FTC) consumer website at <https://www.identitytheft.gov/>.