Synchrony Financial

Terms and Conditions

synchrony FINANCIAL

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Financing as easy as 1, 2, 3

Easy: One simple phone call to 1-800-365-1530
Secure: Apply directly with Synchrony Bank
Fast: Most decisions made in minutes

Step 1
Start the Application Process

- Review the attached credit card account agreement and the Promotional Options Menu provided to you by your contractor/dealer/merchant/retailer.
- Call 1-800-365-1530 to start the application process.
- Input your contractor/dealer/merchant/retailer's 10 digit merchant code and the estimated project amount found in the box to the right, via the telephone touch pad.
- **You will be provided an Application ID Key at this time. Be prepared to capture the Application ID in the space provided on the right.**

Hours:
7:00 am to 10:00 pm CT, Monday - Sunday
11:00 am to 7:00 pm CT, Sunday

10 Digit Merchant Code:
1731304554

Estimated Project Amount:

Merchant Name:
WMGB

Merchant Phone:
616-243-3700

Application ID Key:

Step 2
Provide your personal information

In order to process your application for a Synchrony Bank card, some basic information will be requested from you and the co-applicant (if applicable). If you are entering a Joint Application, the Synchrony Bank Representative will be required to obtain the necessary credit information directly from each applicant.

If approved, please be ready to capture the information in the space provided to the right. Your contractor/dealer/merchant/retailer will work with you to select the promotional offer that fits your budget if you are approved.

Your Account Number:

Approved Credit Limit:

Step 3
Select your promotion

Select your promotional offer from the choices presented to you on the Promotional Options Menu provided to you by your contractor/dealer/merchant/retailer.

Synchrony Bank

Account Information and ID Verification Checklist

Customer's Account Number: _____

Customer's Credit Limit: _____

Customer's Authorization Number: _____

NOTE: To obtain an authorization for the sale amount call 1-800-330-5189 and select Option 3.

Validation for Customer ID - Completion of All Boxes Required			
Merchant Number	Account Number		
1st Customer Type of ID	Exp. Date	2nd Type of ID	Exp. Date
2nd Customer Type of ID	Exp. Date	2nd Type of ID	Exp. Date

Merchant please do the following:

- Verify and record the accountholder identification above
- Process the sale as you normally would with no card present
- Retain this page for your records for 25 Months

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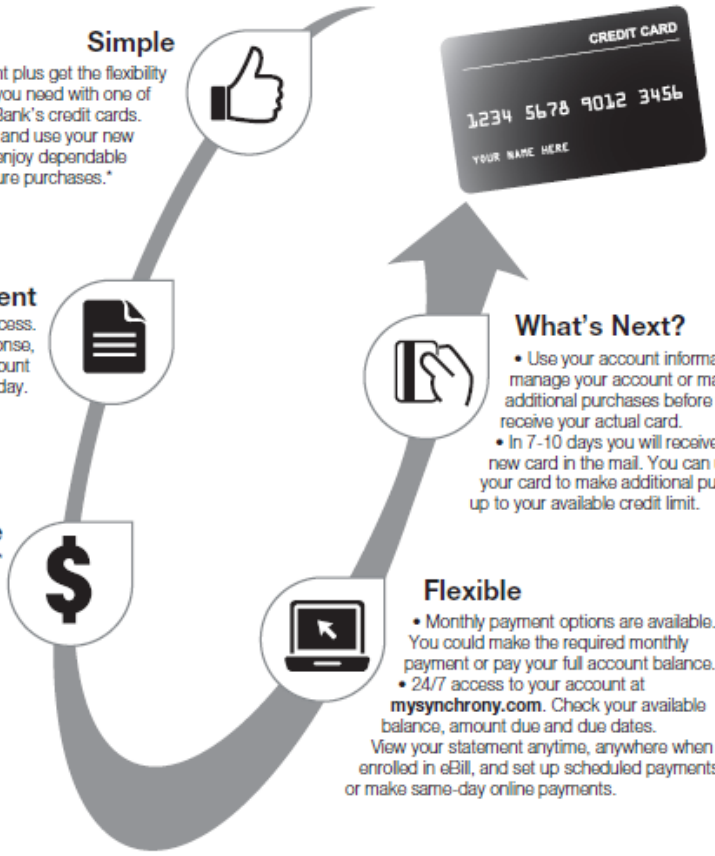
Simple. Convenient. Valuable. Flexible.



Simple

- Buy what you want plus get the flexibility and value you need with one of Synchrony Bank's credit cards.
- Open an account and use your new credit card today, and enjoy dependable financing for future purchases.*

Convenient

- Fast and easy application process.
- Apply now, get a quick response, and if approved use your account to make a purchase today.

Valuable

- Special promotional financing* is available to consumers every day. Ask your store associate about available offers.
- Plus exclusive offers–receive special cardholder discounts, and advance notice of sale events.

Flexible

- Monthly payment options are available. You could make the required monthly payment or pay your full account balance.
- 24/7 access to your account at **mysynchrony.com**. Check your available balance, amount due and due dates. View your statement anytime, anywhere when enrolled in eBill, and set up scheduled payments or make same-day online payments.

What's Next?

- Use your account information to manage your account or make additional purchases before you receive your actual card.
- In 7-10 days you will receive your new card in the mail. You can use your card to make additional purchases up to your available credit limit.

*Subject to credit approval. Minimum monthly payments required. See store or online for details.

Credit is extended by Synchrony Bank.
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eBill + **e**Pay = easy

Sign up at **mysynchrony.com** or call **1.866.396.8254.**
View your account and pay your bill online.

06/2017

What is a Revolving Credit Card? A credit card with a designated credit limit that can be used over and over to make purchases at any location where the card is accepted. What are credit promotions: (aka "special promotional financing")? There are numerous types of special promotional financing offers that may apply to specific transactions. Not all of these types are available at every merchant who accepts the card, or for all purchases within a merchant location. Please refer to the advertising or offer disclosures provided to you at the point of sale for further information about special promotional financing offer(s) that may be available for a particular purchase. The terms of your credit card account agreement apply to any purchase; however, any different terms for special promotional financing offers will be explained on advertising or other disclosures provided to you.

How Special Promotional Financing Offers Work

Note: For illustrative purposes, the information below assumes that the purchase is subject to the Special Promotional Financing Offer and is the **only balance on your account** during the promotional period.

Special Promotional Financing Offers	How are my monthly payments calculated?	How long will it take to pay off my purchase?	What is the Interest Rate and will it change?	How do I avoid paying interest or minimize the interest paid?
DEFERRED INTEREST (No interest if paid in full within promotional period)**	• Minimum monthly payments, based on a percentage of your account balance or a minimum amount, are required in accordance with the standard account terms. • It is very important to note that the required minimum monthly payments may or may not pay off your purchase by the end of the promotional period. • If you want to ensure that your purchase is paid before the end of the promotional period (to avoid interest), you should schedule additional or larger payments accordingly.	• There will be information on your billing statement about how long it will take to pay off your account if you only make minimum payments.	• Interest will be charged to your account from the purchase date if the promotional purchase balance is not paid in full within the promotional period. • Although interest will accrue at the standard rate applicable to your account, it will only be assessed and added to your account as a lump sum at the end of the promotional period if the promotional purchase balance is not paid in full by the expiration date shown on your statement. • To avoid paying interest, be sure to pay your promotional purchase balance by the expiration date.	• Pay your promotional balance in full before the end of the promotional period to avoid interest. • If you do not make a payment on time, you will be charged a late fee (see terms for details).
NO INTEREST (Equal Payments)**	• The same equal payment amount is required monthly. • The amount of the equal payment is calculated by dividing the purchase amount by the number of months in the promotional period.	• If payments are made on time, the purchase will be paid off by the end of the promotional period.	• No interest will be charged on the promotional purchase.	• You do not have to pay interest on this type of promotion. • If you do not make a payment on time, you will be charged a late fee (see terms for details).
REDUCED INTEREST RATE (Fixed Payments)**	• The same fixed payment amount is required monthly. • The payment amount is calculated based on the amount of your purchase, taking into account the interest rate that applies to the purchase and the length of the promotional period.	• If payments are made on time, the purchase will be paid off at the end of the promotional period.	• The interest rate for the promotional purchase is specified in the advertising and will not change.	• Interest is charged from the purchase date and cannot be avoided. • If you do not make a payment on time, you will be charged a late fee (see terms for details).

**See the attached Rates and Fees Table for the Annual Percentage Rate and Minimum Interest Charge that apply to the account.

Application/Joint Application Authorization

CREDIT TERMS AND DISCLOSURES:

Please review the following before applying for a Synchrony Bank Credit Card Account.

TELEPHONE/EMAIL AUTHORIZATION: You authorize Synchrony Bank ("SYNCB") to contact you at each phone number that you provide. By providing a cell phone number and/or email address, you agree to receive account updates and information, including text messages from SYNCB and the contractors/dealers/merchants/retailers that accept the Card. Standard text messaging rates may apply.

PRESCREEN DISCLOSURE:

The following disclosure applies if you have received a prescreen offer. SYNCB reserves the right to refuse to open an account in your name if SYNCB determines that you no longer meet SYNCB's credit criteria or if you do not have sufficient income.

You can choose to stop receiving "prescreened" offers of credit from this and other companies by calling toll-free 1-888-567-8688. See PRESCREEN & OPT-OUT NOTICE below for more information about prescreened offers.

APPLICATION AND PRESCREEN ACCEPTANCE DISCLOSURES: By applying for this account, I am asking Synchrony Bank ("SYNCB") to issue me a SYNCB Credit Card (the "Card"), and I agree that:

- I am providing the information in this application to SYNCB and the contractors that accept the Card and program sponsors (and their respective affiliates). I also provide my consent for SYNCB to provide information about me (even if my application is declined) to contractors that accept the Card and program sponsors (and their respective affiliates) so that they can create and update their records, and provide me with service and special offers.
- SYNCB may obtain information, including employment and income information, from others about me (including requesting reports from consumer reporting agencies and other sources) to evaluate my application, and to review, maintain or collect my account.
- I consent to SYNCB, and any other owner or servicer of my account, contacting me about my account, including through text messages, automatic telephone dialing systems and/or artificial or prerecorded voice calls for informational, servicing or collection related communications, as provided in the Address/Phone Change and Consent To Communications provisions of the Agreement. I also agree to update my contact information.
- I have received, read and agree to the credit terms and other disclosures in this application, and I understand that if my application is approved, the SYNCB credit card agreement ("Agreement") will govern my account. Among other things, the Agreement: **(1) includes resolving a dispute with arbitration provision that limits my rights unless I reject the provision by following the provision's instructions;** and (2) makes each applicant responsible for paying the entire amount of the credit extended.
- I acknowledge that in the process of providing my information on the phone to SYNCB I am agreeing to submit a credit application. If I apply with a Joint Applicant, each of us will be jointly and individually responsible for obligations under the Agreement and each of us will be required to (i) provide our information on the phone to SYNCB and (ii) agree that we intend to apply for joint credit.

Federal law requires SYNCB to obtain, verify and record information that identifies applicants when opening an account. SYNCB will use applicants' name, address, date of birth, and other information for this purpose.

If you apply with a Joint Applicant, each of you will be jointly and individually responsible for obligations under the Agreement and by signing below, you each agree that you intend to apply for joint credit.

PLEASE SEE NEXT PAGE FOR RATES, FEES AND OTHER COST INFORMATION AND READ THE ATTACHED CREDIT CARD AGREEMENT.

ADDITIONAL PRESCREEN DISCLOSURES:

PRESCREEN & OPT-OUT NOTICE: *This "prescreened" offer of credit is based on information in your credit report indicating that you meet certain criteria. This offer is not guaranteed if you do not meet our criteria. If you do not want to receive prescreened offers of credit from this and other companies, call the consumer reporting agencies toll-free, at 1-888-567-8688, write to: TransUnion Opt Out Request, P.O. Box 505, Woodlyn, PA 19094-0505; Equifax Options, P.O. Box 740123, Atlanta, GA 30374-0123; or Experian Opt-Out, P.O. Box 919, Allen, TX 75013.*

SYNCHRONY BANK
KEEP FOR YOUR RECORDS
SECTION I: RATES AND FEES TABLE CREDIT CARD ACCOUNT AGREEMENT

Interest Rates and Interest Charges	
Annual Percentage Rate (APR) for Purchases	**26.99%**
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 promotional purchases on the purchase date.
Minimum Interest Charge	If you are charged interest, the charge will be no less than $2.
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 • Activation	**$29** (one-time fee charged at time first purchase posts to account)
Penalty Fees • Late Payment	Up to **$38**

How We Will Calculate Your Balance: We use a method called "daily balance". See your credit card account agreement 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.

The information about the costs of the card described above is accurate as of June 20, 2017. This information may have changed after that date. To find out what may have changed, write to us at P.O. Box 965033, Orlando, FL 32896-5033. This application and the credit card agreement will be governed by federal law, and to the extent state law applies, the laws of Utah. Subject to the requirements and limitations of applicable law, we may change, add to or delete any of the terms of the agreement, including the interest rates, fees and charges and we will send you notice as required.

SECTION II: RATES, FEES AND PAYMENT INFORMATION

How Interest Is Calculated	
Your Interest Rate	We use a daily rate to calculate the interest on the balance on your account each day. The daily rate for purchases is the APR times 1/365. The daily rate for purchases is .07395% (APR 26.99%). Interest will be imposed in amounts or at rates not in excess of those permitted by applicable law.
When We Charge Interest	We charge interest on your purchases from the date you make the purchase until you pay the purchase in full. See exceptions below. • We will not charge you interest during a billing cycle on any non-promotional purchases if: 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. We always charge interest on promotional purchases and their related fees from the date you make the purchase. • 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: 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.

SECTION II: RATES, FEES AND PAYMENT INFORMATION (Continued)

How We Calculate Interest	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 and balances subject to different interest rates, plans or special promotions. See below for more details on how this works. 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. Debt cancellation fees, if any, and late payment fees are treated as new purchases. 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. 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.
How Fees Work	
Late Payment Fee	We will charge this fee if we do not receive the total minimum payment due on your account by 5 p.m. (ET) on the due date. This fee is equal to: 1. $27, if you have paid your total minimum payment due by the due date in each of the prior six billing cycles. OR 2. $38, 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.

Minimum Payment Calculation

Your total minimum payment is calculated as follows.

The sum of:

a. For the new balance shown on your billing statement (excluding any balance attributable to a special promotional purchase with a unique payment calculation), the greater of:
   (i) $35; or
   (ii) 2.5% of your highest new balance since such balance was zero; or
   (iii) $20 plus the 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.

SECTION III: STANDARD PROVISIONS

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. 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 promotion. 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/merchants/retailers that accept the card.

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.

Purchase Limits. To prevent fraud, we may limit the number or dollar amount of purchases 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 that we may increase or decrease from time to time. If we approve a purchase that makes you go over your credit limit, we do not give up any rights under this Agreement and we do not treat it as an increase in your credit 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 5 p.m. (ET) on the due date of each billing cycle. Payments received after 5 p.m. (ET) 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, online or at certain dealers/merchants/retailers that accept the card and payments. We may allow you to make payments over the phone but we will 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/merchants/retailers that accept the card and program sponsors information about yourself that we could share with each other. Dealers/Merchants/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, as permitted by applicable law. For informational, servicing 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. 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.

Telephone Monitoring. For quality control, you allow us to listen to 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 965036, Orlando, FL 32896-5036. 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 1-866-396-8254. 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.

- **What claims are subject to arbitration**
  1. If either you or we make a demand for arbitration, you and we must arbitrate any dispute or claim between you or any other user of your account, and us, our affiliates, agents and/or dealers/merchants/retailers that accept the card or program sponsors if it relates to your account, except as noted below.
  2. We will not require you to arbitrate: (1) any individual case in small claims court or your state's equivalent court, so long as it remains an individual case in that court; or (2) a case we file to collect money you owe us. However, if you respond to the collection lawsuit by claiming any wrongdoing, we may require you to arbitrate.
  3. Notwithstanding any other language in this section, only a court, not an arbitrator, will decide disputes about the validity, enforceability, coverage or scope of this section or any part thereof (including, without limitation, the next paragraph of this section and/or this sentence). However, any dispute or argument that concerns the validity or enforceability of the Agreement as a whole is for the arbitrator, not a court, to decide.
- **No Class Actions**

  YOU AGREE NOT TO PARTICIPATE IN A CLASS, REPRESENTATIVE OR PRIVATE ATTORNEY GENERAL ACTION AGAINST US IN COURT OR ARBITRATION. ALSO, 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.

  If a court determines that this paragraph is not fully enforceable, only this sentence will remain in force and the remainder will be null and void, and the court's determination shall be subject to appeal. This paragraph does not apply to any lawsuit or administrative proceeding filed against us by a state or federal government agency even when such agency is seeking relief on behalf of a class of borrowers, including you. This means that we will not have the right to compel arbitration of any claim brought by such an agency.
- **How to start an arbitration, and the arbitration process**
  1. 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 an arbitration administrator, which can be either the American Arbitration Association (AAA), 120 Broadway, Floor 21, New York, NY 10271, www.adr.org, 1-800-778-7879, or JAMS, 620 Eighth Avenue, 34th Floor, New York, NY 10018, www.jamsadr.com, 1-800-352-5267. If neither administrator is able or willing to handle the dispute, then the court will appoint an arbitrator.

2. If a party files a lawsuit in court asserting claim(s) that are subject to arbitration and the other party files a motion with the court to compel arbitration, which is granted, it will be the responsibility of the party asserting the claim(s) to commence the arbitration proceeding.
3. 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. Once appointed, the arbitrator must apply the same law and legal principles, consistent with the FAA, that would apply in court, but may use different procedural rules. If the administrator's rules conflict with this Agreement, this Agreement will control.
4. The arbitration will take place by phone or at a reasonably convenient location. If you ask us to, we will pay all the fees the administrator or arbitrator charges, as long as we believe you are acting in good faith. We will always pay arbitration costs, as well as your legal fees and costs, to the extent you prevail on claims you assert against us in an arbitration proceeding which you have commenced.

- **Governing Law for Arbitration**

  This Arbitration section of your Agreement is governed by the Federal Arbitration Act (FAA). Utah law shall apply to the extent state law is relevant under the FAA. The arbitrator's decision 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.

- **How to reject this section**

  You may reject this Arbitration section of your Agreement. If you do that, only a court may be used to resolve any dispute or claim. To reject this section, you must send us a notice within 60 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 and account number, and must be mailed to Synchrony Bank, P.O. Box 965012, Orlando, FL 32896-5012. This is the only way you can reject this section.

SECTION IV: OTHER IMPORTANT INFORMATION

NOTICE FOR ACTIVE DUTY MILITARY MEMBERS AND THEIR DEPENDENTS: The following disclosures apply to you if you open your Account on or after October 3, 2017 and, 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 the Cardholder 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.

NEW YORK RESIDENTS: A consumer credit report may be obtained in connection with evaluating your application and subsequently in connection with updates, renewals, or extensions of credit for which this application is made. Upon your request, you will be informed whether a report was obtained, and if so, of the name and address of the consumer reporting agency. This Agreement will not become effective unless and until you or an authorized user signs a sales slip or memorandum evidencing a purchase or lease of property or services or the payment of a fine by use of your credit card and prior thereto you will not be responsible for any purchase or lease of property or services by use of your credit card after its loss or theft.

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 965033, Orlando, FL 32896-5033.**

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:

Margaret M. Keane

Margaret Keane
President and CEO
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 965035
Orlando, FL 32896-5035

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 965035
Orlando, FL 32896-5035

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.

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: ▪ 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	▪ Call **1-877-905-2097**—our menu will prompt you through your choice(s) **Please note:** If you are a *new* 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 *no longer* our customer, we continue to share your information as described in this notice. However, you can contact us at any time to limit our sharing.
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?	We collect your personal information, for example, when you ▪ open an account or give us your contact information ▪ provide account information or pay your bills ▪ use your credit card We also collect your personal information from others, such as credit bureaus, affiliates, or other companies.
Why can't I limit all sharing?	Federal law gives you the right to limit only ▪ sharing for affiliates' everyday business purposes—information about your creditworthiness ▪ affiliates from using your information to market to you ▪ sharing for nonaffiliates to market to you State laws and individual companies may give you additional rights to limit sharing. See below for more on your rights under state law.
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	Companies related by common ownership or control. They can be financial and nonfinancial companies. ▪ *Our affiliates include financial companies, such as Synchrony Financial and its subsidiaries, including Retail Finance Credit Services, LLC and CareCredit LLC.*
Nonaffiliates	Companies not related by common ownership or control. They can be financial and nonfinancial companies. ▪ *Nonaffiliates we share with can include the retailer named on your account and direct marketing companies.*
Joint marketing	A formal agreement between nonaffiliated financial companies that together market financial products or services to you. ▪ *Our joint marketing partners include insurance companies.*
Other important information	
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 non-affiliates. 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 non-affiliates.	

*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 program identified on your credit card agreement or credit card, including marketing of such program.

The above notice applies only to the consumer credit card account 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/ .