

Business Credit Cardholder Agreement

This Business Credit Card Cardholder Agreement (“Agreement”) is made between Fidelity Bank (Bahamas) Limited (“Bank”) and the undersigned business entity (“Cardholder”) for the issuance and use of the Business Credit Card (“Card”).

This Agreement should be read carefully and kept for your records, and it supersedes all prior agreements and disclosure statements relating to your Account. Receipt of this Agreement and use of the Card are collectively deemed acceptance of the terms of this Agreement. This Agreement begins on the earlier of (i) the date you sign or submit an Application that the Bank approves or (ii) the first date that the Bank extends credit to you on your Account, including by means of a Purchase, a Cash Advance, a Balance Transfer, or any other transaction that extends credit.

The Bank will issue Cards, as directed by the Cardholder from time to time, in the name of the Cardholder and in the names of persons or employees designated by the Cardholder to receive them. For the purposes of this Agreement, all the Cards shall be deemed issued to, and used by, the Cardholder and the Cardholder will be fully liable for all obligations incurred through use of the Cards, except as otherwise provided herein. All extensions of credit to the Account will be primarily for business and commercial purposes.

The accompanying Summary of Terms is incorporated into, and form a part of, this Agreement. In addition, the application or other request you signed and/or submitted for this Account (“Application”), your Card and the Card Carrier that is sent with your Card, and your signature (including any electronic or digital signature) on any Application or other evidence of indebtedness on your Account, are incorporated into, and form a part of, this Agreement.

DEFINITIONS

The definitions listed below will apply throughout this Agreement and in your monthly Billing Statements. In addition, the words you, your, and yours refer to the Cardholder(s) who holds the Card(s) and is responsible for the Account.

Account means your credit card account established under this Agreement.

Annual Interest Rate – Cash Advance means the APR charged on Cash Advances.

Annual Interest Rate – Past Due Balance means the APR charged on Past Due Balances.

Annual Interest Rate – Purchase means the APR charged on Purchases.

Annual Interest Rate – Revolving Balance means the APR charged on the Previous Balance on the Billing Statement.

Annual Percentage Rate (APR) means Annual Percentage Rate.

ATM means Automated Teller Machine.

Authorised User means any individual to whom the Cardholder has instructed the Bank to issue a Card on your Account.

Average Daily Balance means that total amount of daily balances in the Account divided by the number of days in the respective period; usually thirty (30) days.

Balance Transfer means any transaction in which, pursuant to your request that the Bank in its sole discretion approves, the Bank settles directly with another financial institution all or a portion of an outstanding balance you owe that financial institution, and the Bank records this as a credit extended on your Account. Your use of the Card, or any Cash Advance obtained by such use, to pay all or a portion of such an outstanding balance with another financial institution is not a Balance Transfer. Vice versa, a Balance Transfer is not a Cash Advance, unless otherwise advised by the Bank.

Bank, we, us and our means Fidelity Bank (Bahamas) Limited, as Issuer of the Card.

Billing Cycle means a period that is approximately thirty (30) days in length and ends on the Statement Closing Date provided on your Billing Statement.

Billing Statement (or Statement) means a document provided to you by the Bank showing information of the Account including, among other things, your credit limit and available credit, account activity during a Billing Cycle, balance, Minimum Payment Due and Payment Due Date.

Card means any Business Credit Card issued by the Bank in connection with your Account, which you or any Authorised User(s) may use to obtain certain Cash Advances, make Purchases, or lease goods or services on credit pursuant to the terms of this Agreement. Use of your Account number or Card number to obtain credit is considered use of the Card.

Card Activation means the activation of the Card in accordance with the instructions provided by the Bank before use.

Card Carrier means the packaging that contains your Card and is delivered to you.

Cardholder means you, or any person or employee to whom a Card is issued on your instruction, or who is entrusted by you with a Card issued to you in your own name.

Cash Advance means credit extended in the form of a cash through the process of any financial institution, or other applicable Merchant, honouring the Card. The Card may be presented directly or through any other credit instrument, cheque, device, overdraft protection coverage or ATM that the Bank makes available to you.

Cash Advance Limit means the maximum percentage of your Credit Limit that you may use for Cash Advances. This limit will be displayed in the Card Carrier, on your Billing Statements and on your Online Banking system access to your Account. The Cash Advance Limit is subject to

change at the discretion of the Bank, and the Bank will communicate any such change to you in writing no less than thirty (30) days prior to it taking effect.

Cash Finance Charge means the Interest Charge to your Account for Cash Advances you obtain using your Card.

Closing Date means the date of the last day of a Billing Cycle.

Credit Limit means the maximum amount of credit available to you on your Account.

Finance Charge means the Interest Charge on outstanding credit on your Account.

Grace Period means the period of at least twenty-six (26) calendar days between the Closing Date and the Payment Due Date for a Billing Cycle. The Bank will not charge interest on Purchases if the entire New Balance on the Billing Statement is paid by the Payment Due Date. The interest-free period (Grace Period) to pay the balance for Purchases before Interest Charges are incurred is subject to the following:

- 1) The New Balance shown on the monthly Billing Statement for the previous Billing Cycle is paid in full by the Payment Due Date; or
- 2) The Previous Balance is zero; or
- 3) The Previous Balance is a credit balance.

If none of the conditions above exist, Interest Charges will be incurred on Purchases and Balance Transfers from the date that these are posted to your Account. The next time the entire New Balance is paid in full by the Payment Due Date, the Grace Period will apply to Purchases and Balance Transfers.

Interest Charge means the periodic rate of interest charged on your Account for relevant balances that is based on the applicable APR. It is a component of the Finance Charge, which is detailed in the Finance Charge section of this Agreement.

Late Fees mean fees charged if payments are not made within the Grace Period.

Membership Fee means an annual fee, as detailed in the Card's fee schedule.

Merchant means a business displaying the applicable card brand network logo and accepting your Card for the Purchase of goods and services.

Minimum Payment Due means the amount that must be paid to avoid Late Fees.

New Balance means the total outstanding Account balance on the Closing Date specified in your monthly Billing Statement.

Payment Due Date means the date by which the Minimum Payment Due must be paid to avoid a Late Fee. See the Payments section of this Agreement for further details.

Previous Balance means the balance of your Account at the beginning of a Billing Cycle. This will be the same as the New Balance shown on your previous Billing Statement.

Purchase means any extension of credit to your Account for the purpose of purchasing or leasing goods or services from participating Merchants.

Overlimit Fees means fees charged if credit extended to your Account exceeds the credit limit.

Service Charges means charges to your Account for additional Services provided by the Bank.

Total Interest means a summary of the Interest Charges for each type of balance calculated using the respective APR.

Transaction Fee means a fee charged in connection with a Transaction.

Unauthorised Use means the use of a Card by a person, other than the Cardholder, who does not have actual, implied or apparent authority for such use, and from which the Cardholder received no benefit.

You, your and yours means each business (or other entity) applicant for the Account, any business, entity or person responsible for paying the Account, and anyone authorised to use, access or service the Account, including any Authorised User.

USE OF THE ACCOUNT

Card Use. You or an Authorised User on your Account must sign your Card in order to use it. You may use your Card to buy goods and services from Merchants where the Card is honoured up to the credit limit established by the Bank for you. You may also borrow cash from the Bank up to the Cash Advance Limit established for you for Cash Advances. You must follow any and all reasonable and proper procedures required by the Bank or by any other financial institution or Merchant honouring the Card.

Transaction Limitations/Suspensions. There are daily limit amounts and number of transactions applied to Card Purchases and Cash Advances. The Bank is not responsible if a transaction on your Account is not approved, either by the Bank or by a third party, even if you have sufficient credit available. At the sole discretion of the Bank, the number of transactions that may be approved in any one (1) day may be limited. If unusual or suspicious activity is detected on your Account by the Bank, your credit privileges may be temporarily suspended until the activity can be verified. The Bank, in its discretion, may approve transactions that cause your Account to exceed your Credit Limit without waiving any of the rights of the Bank under this Agreement.

Company Credit Limit. The Bank will establish a Credit Limit for the Account at a company-wide level (the "Company Credit Limit") for Purchases ("Purchase Credit Limit"). At its sole discretion, the Bank may change the Company Credit Limit at any time, as permitted by law and after providing you with any required notice. The Company Credit Limit is not automatically increased if a payment is made that results in your Account having a credit balance. You may

request a change to your Company Credit Limit by contacting the Bank at the number listed on the back of your Card and on your Billing Statement. The Bank does not have to honour any Cash Advance or Purchase with your Card that puts your Account over your Credit Limit. You agree not to exceed your Credit Limit, but if you do, and the Bank pays or accepts any Cash Advances or Purchases that put your Account over your Credit Limit, you promise to pay these amounts without notice or demand from the Bank.

Cardholder Spend Limit. You or the Bank may establish individual spending limits for Purchases on a per Card basis (“Spending Limit”), which operate differently than Credit Limits. Once a Spending Limit has been exceeded in any Billing Cycle on a particular Card, the Card becomes unusable for the remainder of that Billing Cycle, even if you make a payment on the Account or the respective Card during that Billing Cycle. The Spending Limit on the Card will not be refreshed until the first day of the next Billing Cycle. It is your responsibility to monitor the status of Spending Limits on Cards.

Authorised Users: You may designate Authorised Users of the Account and may request Cards be issued for those Authorised Users. You may set a Spending Limit to any Card for an Authorised User, provided that the maximum amount of Spending Credit you set for each Authorised User may not, in the aggregate, exceed the Company Credit Limit. In addition, the aggregate outstanding balance for the Account may not exceed the Company Credit Limit, without regard to any maximum amount of credit established for each Authorised User.

You are responsible for the use of the Account by any Authorised User. You may request to have an Authorised User removed from your Account and the Bank will use reasonable efforts to deactivate the Card of the respective Authorised User promptly upon your request. However, you are responsible for collecting and destroying any Cards that the Authorised User has in his/her possession. Your request to remove an Authorised User will not relieve you of responsibility for the charges the Authorised User has made on your Account. Authorised Users are permitted to use the Card issued to them under the Account, make payments on the Account, report their Card as lost/stolen, confirm a fraudulent transaction on their Card, and initiate a dispute on the Account for transactions posted on their Card. Additionally, each Authorised User may obtain basic Account information, including information such as spending limit available for their Card, Payment Due Date, etc. Under no circumstances will an Authorised User be permitted to: i) discuss your credit information; ii) close or reopen the Account; iii) obtain assistance in registering/accessing the Online Banking system; or iv) request: name changes; Credit Limit changes; replacement Cards; the addition of Authorised Users; or removal of a Cardholder, except that an Authorised User will be permitted to remove themselves as an Authorised User on the Account.

Finance Charges. Total Finance Charges incurred on your Account each Billing Cycle will equal the sum of the Interest Charges plus all Transaction Fees imposed during that Billing Cycle.

a. Interest Charges

- Interest Charges on Purchases and Balance Transfers

The Bank will not charge interest to your Account on Purchases if the entire New Balance on the Billing Statement is paid by the Payment Due Date. If payment is not credited to your Account by the Payment Due Date (see Payments section of this Agreement), or the entire New Balance is not paid, an Interest Charge will be incurred on the Average Daily Balance of Purchases and Balance Transfers outstanding on your Account for the number of days in the respective Billing Cycle.

- Interest Charges on Cash Advances

An Interest Charge will be incurred on the Average Daily Balance of Cash Advances outstanding on your Account, whether obtained by cheque or your Card, from the date the Cash Advance is posted for the number of days in the respective Billing Cycle.

- Interest Charges on Past Due balance

An Interest Charge will be incurred on the Average Daily Balance of Past Due balances on your Account from the date the Account becomes past due.

- Calculation of Average Daily Balance

The Bank uses the Average Daily Balance method, including current Transactions, for: (i) Purchase balances, including Balance Transfers; and (ii) Cash Advance balances. The Average Daily Balance is calculated as: the beginning balance of your Account each day; plus any Purchases, Cash Advances and Balance Transfer Transactions for the respective day; plus any unpaid Finance Charges, Fees and other debits; and minus any applicable payments and credits; which results in the daily balance. All daily balances for the Billing Cycle are then summed and divided by the number of days in the Billing Cycle, which results in the Average Daily Balance.

- Calculation of Your Interest Charge

Your Interest Charge for the Billing Cycle is based on the applicable APR associated with each type of balance. Interest Charges are calculated separately for Purchases and Balance Transfers, and Cash Advances utilising the applicable APR. The total Interest Charge on your Billing Statement comprises the Purchases Finance Charge and the Cash Finance Charge. Each respective Interest Charge for the Billing Cycle is calculated as follows:

- i) Converting each applicable APR into a monthly periodic rate by dividing the applicable APR by twelve (12) months; and
- ii) Multiplying the Average Daily Balance for each type of balance by the applicable monthly periodic rate.

b. Transaction Fees

You are responsible for Transaction Fees. Each type of fee is described below.

- Foreign Transaction Fee

The applicable card brand converts any Transactions denominated in currencies other than the Bahamian dollar into a United States dollar equivalent pursuant to currency conversion procedures set forth in the Operating Regulations of the respective card brand in effect at the time the Transaction is processed. The Transactions in currencies other than the Bahamian dollar are converted into the United States dollar equivalent by multiplying the Transaction amount in the originating currency by a currency conversion or exchange rate. The currency conversion or exchange rate is either: (i) a government-mandated rate in effect for the applicable processing date; or (ii) for the applicable card brand, a rate selected by the card brand from the range of rates available in wholesale currency markets, which rate may vary from the rate the applicable card brand receives. The currency conversion rate is determined as of the date the Transaction is processed and may differ from the rate in effect on the date the Transaction occurred or is posted to your Account.

See the Pricing Information Disclosure in the Fee Guide that accompanied your Card for the Foreign Transaction Fee.

- Cash Advance Fee

A fee is charged for Cash Advances.

See the Pricing Information Disclosure in the Fee Guide that accompanied your Card for the Cash Advance Fee.

- Balance Transfer Fee

A fee is charged for Balance Transfers.

See the Pricing Information Disclosure in the Fee Guide that accompanied your Card for the Balance Transfer Fee.

Other Fees. You are responsible for the following fees, if incurred:

- a. Membership Fee

An annual fee is charged on each anniversary of the opening date of your Account for ongoing access to, and use of, the Card including benefits associated with the Card.

See the Pricing Information Disclosure in the Fee Guide that accompanied your Card for the Membership Fee.

- b. Additional Membership Fee

An annual fee is charged on each anniversary of the opening date of your account for each additional card on the Account for ongoing access to, and use of, the Cards including benefits associated with the Cards.

See the Pricing Information Disclosure in the Fee Guide that accompanied your Card for the Additional Membership Fee.

c. Late Fee

A fee is charged when the Minimum Payment Due is not made by the Payment Due Date.

See the Pricing Information Disclosure in the Fee Guide that accompanied your Card for the Late Fee.

d. Over-Limit Fee

A fee is charged in each Billing Cycle in which your Account exceeds your Credit Limit. If your Account remains in excess of the Credit Limit in subsequent Billing Cycles, a fee will be charged in each Billing Cycle that the Account remains in excess of the Credit Limit.

See the Pricing Information Disclosure in the Fee Guide that accompanied your Card for the Over-Limit Fee.

e. Bank Reference Fee

A fee is charged when you request a bank reference regarding activity, limits and payment history in relation to your Account.

See the Pricing Information Disclosure in the Fee Guide that accompanied your Card for the Bank Reference Fee.

f. Dispute Fee

A fee is charged for disputes submitted by you and/or an Authorised User on your Account when investigations determine that the dispute is not valid. For the avoidance of doubt, a fee is not charged for disputes submitted when investigations determine that the dispute is valid, regardless of amount of recovery.

See the Pricing Information Disclosure in the Fee Guide that accompanied your Card for the Dispute Fee.

g. Card Replacement Fee

A fee is charged for replacement of a Card that is lost, stolen, or damaged; any waiver of this fee is at the sole discretion of the Bank.

See the Pricing Information Disclosure in the Fee Guide that accompanied your Card for the Card Replacement Fee.

h. Service Charge Fee

The following services are subject to fees:

- Immediate credit for payments completed through in-person deposit at a Financial Centre of the Bank
- Copies of Billing Statements
- Copies of documents supporting Transactions, such as signed card receipts
- Expedited delivery of Cards

See the Pricing Information Disclosure in the Fee Guide that accompanied your Card for the respective Service Fees.

Cards. Cards are issued by, and are the property of, the Bank, whose principal place of business is located at 51 Frederick Street, Nassau, New Providence, Bahamas. Cards remain the property of the Bank at all times, and may be repossessed at any time. The Bank may refuse to issue or reissue you a Card, revoke your Card or limit use of the Card without any prior notice. If your Card is revoked, and you become aware of such revocations/withdrawal, you are required to surrender the Card to Bank or its agent, along with any other Cards or devices that may be used to access the Account. You are prohibited from using any expired, revoked or otherwise invalid Card to obtain, or attempt to obtain, credit. You are prohibited from using the Card and/or the Account for any illegal Transactions.

Responsibility for Charges to Your Account. It is hereby acknowledged and agreed that the Bank may charge your Account for any Transaction authorised by you or by any Authorised User. Authorisation for a Transaction is deemed valid when given: (i) in writing, for example by signing a Transaction receipt or Cash Advance receipt; (ii) verbally, for example by telephone; or (iii) electronically, for example through an act of acceptance over the Internet. If you or any Authorised User gives your Account number to any third party who uses that information to initiate a charge against your Account, the transaction is deemed authorised by you.

Refusal to Honour Card Adjustments. The Bank is not responsible for ensuring any Merchant honours your Card, and is therefore not liable for any refusal by any Merchant to honour your Card. If your Account requires an adjustment for goods or services purchased, such as a return, the Bank will make the adjustment directly and solely to your Account, subject to receipt of a properly executed credit instrument that is acceptable to the Bank. You agree not to accept any refunds in cash with respect to any adjustments for Purchases of goods or services.

Lost/Stolen Cards. You agree to notify the Bank immediately if you discover that any Card is lost, stolen or subject to any unauthorised use. You are responsible for all Transactions validly executed using the Card up to the time of reporting the Card as lost, stolen or subject to any unauthorised use. Further, you also agree to give your complete cooperation to the Bank in its

efforts to effect recoveries from unauthorised activity, including the legal pursuit of unauthorised users of the Card(s).

Responsibility for Charges Made to Account by Authorised Users. You shall be responsible for all credit obtained through Purchases, Cash Advances or otherwise by the authorised use of the Card by any person. You shall certify to the Bank, in such form and manner as it may in its sole discretion require, the persons authorised to receive and use the Card in your name, and you agree to indemnify, defend and hold harmless the Bank for any and all claims, demands, liability, loss, damage or expense, including but not limited to court costs and attorneys' fees, resulting from or arising out of honouring the signature of any person so certified or refusing to honour any signature not so certified. You shall be liable for unauthorised use of Card for Purchases, Cash Advances or otherwise to the maximum extent allowed by law. For all Cards issued to you, or your employees, agents or representatives, in the aggregate, for use by you and your employees, agents or representatives, you agree to be responsible for all credit obtained through Purchases, Cash Advances or otherwise by unauthorised use of the Cards, whether such unauthorised use is made by an employee or agent or other known person or as a result of loss, theft or otherwise.

GENERAL

- 1. Statements.** Without limiting your obligation under this Agreement, all Billing Statements are delivered directly to party designated by you.
- 2. Opening Date.** This represents the date the Account was created.
- 3. Billing Statement and Notification of Billing Errors.** The Billing Statement will be made available to you every month. It is your responsibility to review the Billing Statement and notify the Bank promptly of any charge or item you believe to be in error or subject to dispute. If you do not notify the Bank of any disputed items within thirty (30) days after the date that the Billing Statement on which the error first appears is made available to you, the item(s) will be conclusively deemed as valid and authorised to the fullest extent permitted by law. In the event that you request copies of Billing Statements, despite them being made available to you, you may be required to pay a Service Fee; See Fees section of this Agreement.
- 4. Disclosures Of Information.** Each Cardholder consents to the release of personal data as described in the Banks Privacy Policy available at: <https://www.fidelitygroup.com/privacy-policy>.
- 5. Accounts with Rewards Programmes.** If there is a rewards programme associated with your Account, you acknowledge and agree that your participation in the rewards programme will be governed by the terms of the Rewards Programme Rules.
- 6. Governing Law.** This Agreement and your Account shall be subject to and governed to the maximum extent permitted, by the laws of the Commonwealth of The Bahamas in all respects, whether in contract or in tort, including matters of construction, validity and performance and matters relating to terms, rates, fees and charges, but without giving effect to those principles of conflict of laws that might otherwise require the application of the laws of another

jurisdiction. You acknowledge and agree that your Account was approved in the Commonwealth of The Bahamas. You further agree that, to the extent permitted by law, the Bank can at its sole discretion change the designation of the laws that govern this Agreement.

MAKING PAYMENTS

1. Crediting Your Payment

Payments must be made in Bahamian dollars from a Bahamian deposit account or otherwise form acceptable to the Bank. The payment will be credited to your Account on the date the Bank receives the payment, subject to the following:

- a. If payment is made in-person at one (1) of the Financial Centres of the Bank on a business day recognised by the commercial banks in the Commonwealth of The Bahamas, principally any day except Saturday, Sunday or a public holiday, the Bank will credit your Account with the payment on the next business day provided payment is received prior to the closing of the Financial Centre and the remittance portion of your Billing Statement is submitted along with your payment. Otherwise, crediting of your Account with the payment will be delayed.
- b. If payment via an electronic transfer, including Automated Clearing House (ACH) transfer, bill pay, online transfer from a deposit account, the Bank will credit your Account with payment on the same business day.

2. Minimum Payment Due

Your Minimum Payment Due is listed on your Billing Statement and equals the greater of:

- a. \$10.00;
- b. 5% of the New Balance on the Billing Statement; or
- c. 5% of the New Balance on the Billing Statement, plus any Past Due Balance and Over-Limit amount.

3. Application of Payments

Payments are applied to the outstanding balances on your Account in the following priority:

- a. Finance Charges
- b. Other Fees and charges
- c. Outstanding Cash Advance balance
- d. Outstanding Purchases balance

4. Late Payment Fee

If payment of the Minimum Payment Due is not credited to your Account by the Payment Due Date, a Late Payment Fee is charged.

See the Pricing Information Disclosure in the Fee Guide that accompanied your Card for the Late Payment Fee.

5. Returned Payment Fee

A fee is charged when any payment made by you through a cheque instrument or standing debit order is not honoured/settled by the payor financial institution for any reason, regardless of whether that financial institution later makes settlement.

See the Pricing Information Disclosure in the Fee Guide that accompanied your Card for the Returned Payment Fee.

DEFAULT AND CLOSING THE ACCOUNT

1. Default

a. Your Account will be in default if:

- i) Bank does not receive any payment due before the Payment Due Date.
- ii) You exceed any applicable Credit Limit or Spending Limit.
- iii) You breach any term of this Agreement or any other agreement with the Bank.
- iv) You or any of your businesses file for bankruptcy or become insolvent or generally unable to pay their debts or make an assignment for the benefit of creditors.
- v) You or any of your businesses are in default under any other obligation to the Bank.
- vi) Another creditor attempts through legal process to take any of your businesses' money or property.
- vii) The Bank reasonable believes that you or any of your businesses are unable or unwilling to honour all of the obligations under these Terms or other obligations of you or your businesses to the Bank.
- viii) The Bank has evidence or reasonably believes that there has been, or there has been an attempt at, unauthorised use of any Card or the Account; or there is any material change in the ownership or managerial control of any of your businesses.

b. Right to Offset

i) General Right

The Bank reserves the right to combine and/or offset any liabilities owed by you or any of your businesses to the Bank, or amounts guaranteed by you or your businesses, with: (i) any deposits, accounts, or other funds held by the Bank in the your name or the name of any of your businesses; or (ii) other amounts owed by you or any of your businesses to the Bank. This right includes, but is not limited to, the right to apply funds from any deposit accounts to satisfy any overdue amounts in your Account or any other liabilities owed to the Bank.

ii) Exercise of Right

The Bank may exercise its right to combine and/or offset without any prior notice to the Cardholder. Such a combination and/or an offset may be executed with any accounts or funds held by the Bank, including chequing, savings, and other deposit accounts, or other credit facilities, including mortgage loans, personal loans, overdrafts and other credit facilities, to the extent permitted by law.

iii) Notification of Offset

In the event that the Bank exercises its right to combine and/or offset, the Bank will notify the Cardholder of the action taken and the amount combined and/or offset, as soon as practicable after the combination and/or offset has been effected.

iv) Limitations and Exclusions

The right of the Bank to combine and/or offset is subject to applicable laws and regulations. The Bank will not be liable for any loss or damage resulting from the exercise of this right, except as required by law.

v) Cardholder's Acknowledgment

By accepting and using the Card, the Cardholder acknowledges and agrees to the right of the Bank to combine and/or offset as described in this clause.

c. Our rights in the event of default

The Bank may, at its option, and after giving you all legally required notices and right to cure, declare all amounts you owe to the Bank immediately due and payable with interest at the rate referenced in this Agreement. If this occurs, you agree to pay the Bank, all costs of collection permitted by applicable law to charge you, including, without limitation, reasonable attorneys' fees and expenses. Any such attorneys' fees shall be added to your Account and interest will be charged on the amount at the rate referenced in this Agreement. The Bank has the right to cancel this Agreement and take immediate possession of all Cards.

2. Closing the Account

You may cancel this Agreement at any time by notifying the Bank in writing and returning to the Bank any and all Cards provided to you. The Bank may also cancel this Agreement at any time without notice, except when prohibited by law. In either case, you remain liable for and must continue to pay all amounts owed on your Account in accordance with the terms contained in this Agreement.

CREDIT REPORTING

Investigating Credit; Reporting Credit History

You authorize the Bank, at any time it considers it appropriate, to obtain or conduct whatever credit investigation is deemed necessary to evaluate your credit, personal or financial standing and/or employment. Upon the request of the Bank, you agree to provide the Bank with your current financial information. You also hereby authorize the Bank to report information about your Account to credit reporting agencies, and share your credit experience, including information on late payments, missed payments, or other defaults on your Account, with credit reporting agencies, creditors and any other parties. This information may be reflected in your credit report.

For purposes of this paragraph, “you” and “your” also includes all owners and principals of the Applicant.

COMMUNICATION

1. Agreed Means of Communication

To the extent permitted by applicable law, you expressly authorize the Bank, its affiliates, its agents, and any independent contractors it hires to contact you in person or by using an automated device or prerecorded messaging system or any other way at any telephone number or other electronic device or devices the Bank or its affiliates or its agents believe will or may connect with you including, but not limited to: (i) mobile phone numbers you have provided or has been acquired by any other means; (ii) text messaging; and (iii) electronic mail (“e-mail”).

2. Change to Rates, Fees and Terms

The Bank may add, delete or change any term of this Agreement at any time unless law prohibits the Bank from so doing. The Bank will send advance notice of any changes to you at the address you have provided, as required by law and/or regulation. As set forth in the Rates section of this Agreement, your APR can increase or decrease monthly as the relevant index for the APR increases or decreases. If the Interest Charge is increased for any other reason, you will be notified in writing. You agree that any new or changed terms, including any change in the calculation of Finance Charges or other charges, shall apply both to credit obtained on or after the effective date of the amendment and to any balance on the Account that you owe on the effective date.

3. Delivery of Notices and Statements

Any notice or Billings Statements e-mailed to the e-mail address the Bank has been provided by you to be recorded in the records of the Bank for your Account shall be considered to have been received by you.