



## **CARDHOLDER AGREEMENT**

**General Information:** This Cardholder Agreement, including the Arbitration Clause in Exhibit A (unless you reject it or are a Covered Borrower), and the Important Disclosures About Your Bilt Obsidian Card ("**Important Disclosures**") (together, the "**Agreement**") is the agreement for your Bilt Obsidian Card credit card account issued by Column N.A. (your "**Account**"). Key terms are defined throughout this Agreement, including in the "Definitions" section, below. The words "**we**," "**us**," "**our**" and "**Column**" each mean Column N.A. and its successors and assigns. The word "**Cardless**" means Cardless, Inc., the company that assists Column N.A. in servicing your Account. (We may allow Cardless and/or other third parties to exercise our rights on our behalf.) The words "**Cardholder**," "**you**" and "**your**" each mean all persons whom we approve to use the Account, and any person who agrees to be responsible for payment of the Account. Bilt Technologies, Inc. and its affiliates ("**Bilt**") are not a party to this Agreement. Bilt neither provides nor services the Account. For more information on your relationship with Bilt, please refer to [Bilt Rewards Terms & Conditions](#), [Bilt Rewards Card Offer Terms](#), and other agreements with Bilt, which are provided separately from this Agreement and are not part of this Agreement. Please keep a copy of the Agreement for your records and read it carefully.

**THIS AGREEMENT INCLUDES AN ARBITRATION CLAUSE (EXHIBIT A). UNLESS YOU PROPERLY REJECT THE ARBITRATION CLAUSE, IT WILL HAVE A SUBSTANTIAL EFFECT ON YOUR RIGHTS IN THE EVENT OF A DISPUTE WITH US. FOR EXAMPLE, IF WE ELECT TO REQUIRE YOU TO ARBITRATE ANY CLAIM, YOU WILL NOT HAVE THE RIGHT TO A JURY TRIAL OR THE RIGHT TO PARTICIPATE IN A CLASS ACTION IN COURT OR IN ARBITRATION. THE ARBITRATION CLAUSE DOES NOT APPLY IF, AS OF THE AGREEMENT DATE, YOU ARE A MEMBER OF THE ARMED FORCES OR A DEPENDENT OF SUCH MEMBER COVERED BY THE FEDERAL MILITARY LENDING ACT.**

1. **Definitions:** The following terms as used in this Agreement mean the following:

"**Annual Percentage Rate**" or "**APR**" means the rate, disclosed as a percentage, used to calculate interest charges for your Account.

"**Available Credit**" means the amount of available credit you have under the Account at any time. Your Available Credit generally equals the applicable Credit Limit minus the amount of principal, interest, and fees you have outstanding at any time, provided that, for purposes of computing your Available Credit, we need not give you credit for any payments on the Account until we are satisfied that the payment has been successful and is not subject to reversal. If we establish different Credit Limits for different types of transactions or for the different credit plans of your Account, we may calculate the Available Credit separately for each applicable Credit Limit.

"**Balance Transfer**" means a transaction where you transfer all or part of a balance you owe to another financial institution or creditor and add that amount to your Account. "Balance Transfers" do not include Special Transfers.

"**Bilt App**" means Bilt's mobile device software application that allows you to access your Account on a mobile device or computer device and/or the Bilt Website.

"**Bilt Card**" means any credit card, Account number, virtual account, digital wallet, or other access device issued by us to you, or any other form of access device that can be used to access credit on your Account.

"**Bilt Website**" means <https://www.biltrewards.com>.

**"Cash Advance"** means the use of your Account to get cash, including foreign currency or what we consider to be a cash-like transaction. See Section 6 for more details.

**"Credit Limit"** means the maximum amount of credit that can be accessed using your Account.

**"Covered Borrower"** means a consumer who, at the time the consumer becomes obligated on a consumer credit transaction or establishes an account for consumer credit, is a covered member or a dependent of a covered member, as defined in 32 C.F.R. § 232.3(g)(2) and (g)(3). Covered members of the armed forces include members of the Army, Navy, Marine Corps, Air Force, or Coast Guard currently serving on active duty pursuant to title 10, title 14, or title 32 of the U.S. Code under a call or order that does not specify a period of 30 days or fewer, or such a member serving on Active Guard and Reserve duty as that term is defined in 10 U.S.C. § 101(d)(6).

**"Daily Periodic Rate"** or **"DPR"** means the APR divided by 365 or by 366 in leap years.

**"Minimum Payment Due"** or **"Minimum Payment"** means the minimum amount you must pay us by the applicable Payment Due Date for your Account to remain in good standing. Your Minimum Payment Due will be shown on each Statement.

**"New Balance"** means the total amount you owe us as of the closing date of a billing cycle, as shown on each Statement.

**"New Card Purchase"** means any Purchase or other transaction that posts to your Account during the first twelve (12) billing cycles after you open your Account, except for Special Transfers. Cash Advances and Balance Transfers are not New Card Purchases.

**"Purchase"** means using your Bilt Card (including through a mobile device or digital wallet) to purchase or lease goods or services. "Purchases" also include Special Transfers and generally includes any credit adjustments related to a Purchase. Cash Advances and Balance Transfers are not Purchases. For balance computation purposes, we treat Fees as Purchases unless otherwise provided.

**"Special Transfer"** means any portion of your balance maintained at Wells Fargo Bank N.A. in connection with your Bilt World Elite Mastercard® Credit Card Account at Wells Fargo Bank N.A. that is transferred to your Account. For the avoidance of doubt, Special Transfers are Purchases, but they do not qualify as New Card Purchases and are not eligible for the Introductory APR for New Card Purchases.

**"Statement"** means a periodic billing statement we will provide to you if and as required by applicable law.

- 2. Acceptance and Use of This Account; Promise to Pay:** By accepting a Bilt Card, activating or using the Account, or allowing someone else to do so, you agree to and accept the terms of this Agreement, as such terms may be changed from time to time by us. You may use your Account only for personal, family, or household purposes, and not for any business, commercial or investment purpose. You promise to pay us the amount of all transactions, including Purchases, Cash Advances, and Balance Transfers, interest, fees and other amounts charged to your Account.

You may make Purchase transactions up to your Credit Limit either by presenting your Bilt Card to a merchant, or by using your Bilt Card or Account number over the telephone, internet or some other electronic method, to complete such transactions. See Section 6 for additional information on obtaining Cash Advances.

Certain mobile phones or other electronic devices can be provisioned to function as a Bilt Card, such as by storing and/or accessing Account data (for example, through a digital wallet). Transactions using such devices can proceed like an online transaction over the internet, or can function like a traditional credit card. Any such electronic device constitutes a "Bilt Card" under this Agreement.

We may permit you or an authorized user to add your Bilt Card to a digital wallet supported and operated by another financial institution or third party (“Digital Wallet”), which may be used to make purchases or other transactions on your Bilt Card without presenting the physical Card. Transactions using such Digital Wallets can proceed like an online transaction over the internet or function like a traditional credit card. Any such transactions are covered by this Agreement. By adding your Bilt Card to a Digital Wallet, you accept and agree to the Digital Wallet Terms, which govern the use of your Card in connection with the Digital Wallet. We are not responsible if a transaction violates such terms and conditions. However, transactions subject to any such terms and conditions are also subject to this Agreement. We have no control over the Digital Wallet or the device on which you use the Digital Wallet and cannot guarantee their performance. Additionally, you are responsible for protecting the security of the Digital Wallet, device on which you use the Digital Wallet, and any access credentials you use to access the Digital Wallet or device. Giving another person a device that functions as a Card and/or any information necessary to use the device as a Card has the same consequence for you as permitting such person to use your Account. You may be charged third-party fees related to the transaction, such as mobile carrier data or messaging charges, and we are not responsible for any such fees. We may, at any time, partially or fully restrict your ability to make credit transactions through a Digital Wallet. We may change the Digital Wallets that we permit you to use with your Card from time to time, in our sole discretion, without notice to you. You agree to notify us promptly if you remove or want to remove your Account information from any Digital Wallet or if the security of your Digital Wallet or device may be compromised.

You may be able to establish recurring periodic billing arrangements with various merchants, and it will be your responsibility to ensure such merchants are provided with current Account information. If your Account information changes, such as a change in Account number or Card expiration date, you consent to our providing such new Account information, at our discretion, to any or all such merchants, but we are not obligated to do so. If your Account is closed or your charging privileges are suspended, you will need to contact such merchants to stop the automatic transactions.

You may not use your Account for purchases of wire transfers, money orders, traveler’s checks, lottery tickets, off-track bets and casino gambling chips. You may not obtain Cash Advances except as set forth below in Section 6. If you are somehow able to use your Account for a transaction of this type, you agree to repay any amount(s) for such transactions upon demand. We may refuse to authorize a Cash Advance or Purchase in our sole discretion, including, without limitation, if we reasonably suspect that the request for a Cash Advance or Purchase is fraudulent or suspicious. We may freeze your Account and not permit Cash Advances or Purchases, in our sole discretion as permitted by law, including in the event that you fail to make a payment when due or otherwise do not comply with your obligations under this Agreement.

- 3. Credit Limit:** Your initial Credit Limit is provided in the Bilt App. We generally will disclose your then-current Credit Limit to you on each of your Statements. We may establish different Credit Limits for different types of transactions and disclose those limits as described at the beginning of this Section 3. For example, you may have different Credit Limits for Purchases and Cash Advances. If we establish different Credit Limits for different types of transactions, we may also calculate the Available Credit separately for each applicable Credit Limit. You agree we may change your Credit Limit at any time subject to applicable law. Whenever you are not in breach of your obligations under the Agreement, you may generally obtain additional Cash Advances or Purchases up to (but not exceeding) any applicable Credit Limit (or Credit Limit for Cash Advances) and subject to your Available Credit (or Available Credit for Cash Advances). However, we may refuse to authorize additional Cash Advances or Purchases at our sole discretion. You agree never to use your Card when the use would exceed your Credit Limit, and that we are not obligated to extend credit to you for an amount that would cause your outstanding balance to exceed your Credit Limit, or for any amount if your outstanding balance is already over the Credit Limit.

You are responsible for keeping track of any applicable Credit Limits and the related Available Credit. You may request an increase in your Credit Limit by calling us at (888) 533-5576 or through the Bilt App. You agree we may obtain a current credit bureau report or ask you about your current financial situation when determining whether to increase your Credit Limit. When you make a payment under the Account, we may defer adjusting the amount of Available Credit until we confirm that the payment has been made with good funds.

If you make a transaction that would cause you to exceed your Credit Limit, we may (a) allow the transaction without increasing your Credit Limit; (b) allow the transaction without increasing your Credit Limit and treat that amount as immediately due, or (c) refuse the transaction. If the transaction is refused, we may notify the person who attempted the transaction that it has been refused. If we permit a transaction that causes an over-limit condition, it does not mean that we will do so again in the future. You will pay any amount(s) which exceeds your Credit Limit, upon demand. If any part of our processing system is not working, we may not be able to permit a transaction, even if you have sufficient Available Credit for transactions. We will not be liable to you if this happens.

4. **Illegal Activities and Card Use:** You agree not to use your Card or Account to engage in illegal activities, including, but not limited to, certain internet gambling. If you use your Card or Account to engage in any illegal activity, you understand that you will nevertheless be liable for any resulting transactions made by use of your Card or Account, and any related interest and fees.
5. **Balance Transfers.** If eligible, you may request a Balance Transfer to your Account through the Bilt App. We do not permit Balance Transfers from other accounts or loans with us. Balance Transfers are subject to the transaction fee shown in your Important Disclosures and are added to your Balance Transfer amount. We will begin charging interest on Balance Transfers on the transaction date. Each Balance Transfer will reduce your available credit just like any other transaction. The total amount of your request(s) including fees and interest charges cannot exceed your available credit. If your request(s) exceeds the amount that we approve, we may either decline the request or send less than the full amount requested to your designated payee. Please continue to make payments on your other account until you know the transferred amount has posted and the balance has been paid.
6. **Cash Advances:** You may obtain a Cash Advance through the Bilt App or Bilt Website for disbursement to you through an electronic fund transfer, using your Card for ATM withdrawals, teller withdrawals, making a payment using a third-party service like bill payment transactions, or any other methods we make available. You cannot sign an access check to obtain a Cash Advance or obtain a Cash Advance through a digital wallet. On each Cash Advance, a Cash Advance Fee of either \$5 or 5% of the amount of the Cash Advance, whichever is greater, will be charged. If obtained through the Bilt App or the Bilt Website, generally, a Cash Advance will be transferred to your bank account via ACH on the first business day after you properly request a Cash Advance, although if your Cash Advance request is received and processed early enough in the business day, it may be available the same day. However, we are not responsible for any delays that may occur due to circumstances beyond our reasonable control. Cash Advances are made available at our discretion. Bilt Housing Payments are provided by Bilt and are not a Cash Advance.
7. **Variable Annual Percentage Rate:** Your Annual Percentage Rate is calculated by adding the Index (as defined below) to the percentage identified in your Important Disclosures as the margin. The Annual Percentage Rate (and Daily Periodic Rate or DPR) on this Account will vary from time to time due to changes to the Index. The Index is determined quarterly and is the Prime Rate as published in *The Wall Street Journal*. We will use the Prime Rate as published in *The Wall Street Journal* on the 25th day of the first month of each calendar quarter (January, April, July, and October). If the Prime Rate is not published on that day, we will use the immediately preceding published Prime Rate. As a result, your APR (and DPR) may change as frequently as quarterly. If the Index has changed, the new APR (and DPR) will apply to your Account as of the first day of your next billing cycle that begins on or after the

first day of the following month (February, May, August, and November). If the Index increases (or decreases), you will pay a correspondingly higher (or lower) interest charge and may pay a higher (or lower) Minimum Payment Due. The Prime Rate is simply a pricing index and may not be the lowest interest rate available. If *The Wall Street Journal* temporarily or permanently stops publishing the Prime Rate, or how the Prime Rate is defined is changed, then we may select a new third party source for obtaining the Prime Rate or select a substitute Index not under our control, in our sole discretion.

**8. Interest Calculation; Balances Subject to Interest Rate:** We will charge you daily interest for each Transaction Category as follows:

- a) **Interest Calculation:** For each transaction type (e.g., standard Purchases, New Card Purchases, Cash Advances, Balance Transfer, any promotion we may offer you) ("Transaction Category"), we calculate periodic interest on your Account by multiplying the "**Balance Subject to Interest Rate**" by the DPR and by the number of days in the billing cycle. This gives us the interest charges for each Transaction Category. We add up all the interest charges for each Transaction Category to get the total interest charge for the billing cycle. If you have a Grace Period for Purchases in a billing cycle, the Balance Subject to Interest Rate for Purchases in that billing cycle will be \$0. Each Transaction Category may have a different APR.
- b) **Balances Subject to Interest Rate:** We figure your Balance Subject to Interest Rate by (i) figuring the "daily balance" of each Transaction Category for each day in the current billing cycle, (ii) adding up all such daily balances per Transaction Category together and (iii) dividing the total by the number of days in the billing cycle. This gives us the "average daily balance" for each Transaction Category.

We figure each "daily balance" by Transaction Category on your Account as follows. If a daily balance is less than zero, we will treat it as zero. For each day in the billing cycle:

- (i) we start with the beginning balance of the Transaction Category for such day (which equals the daily balance of Purchases, Cash Advances, Balance Transfers, or other applicable transaction type for the immediately preceding day including any unpaid Fees and interest from the previous billing cycle);
- (ii) we add any new Purchases, Cash Advances, Balance Transfers, or transactions in the Transaction Category and other charges including Fees; and
- (iii) we subtract any payments and credits applied to the principal balance of the Transaction Category.

Cash Advance Fees and Balance Transfer Fees will not be added to your Cash Advance or Balance Transfer balances, respectively.

- c) **Paying Interest:** The "**Grace Period**" is the interval between the end of a billing cycle and the Payment Due Date. No interest is assessed during the Grace Period if you pay the balance in full on or before the Payment Due Date and there are no Cash Advances or Balance Transfers outstanding. Except during the Grace Period, we begin to impose interest charges on a transaction, fee, or interest charge from the day we add it to the daily balance. We continue to impose interest charges until you pay the total amount you owe us. You can avoid paying interest on Purchases during the Grace Period, as described below. However, you cannot avoid paying interest on Cash Advances or Balance Transfers.
- d) **Grace Period on Purchases:** If you paid the New Balance on your previous Statement by the Payment Due Date shown on that Statement, we will not impose interest charges on new Purchases, or any portion of a new Purchase, paid by the Payment Due Date on your current

Statement. New Purchases are Purchases that first appear on the current Statement. If you do not pay your New Balance in full each billing cycle, then, depending on the balance to which we apply your payment, you may not get a Grace Period on new Purchases. Cash Advances do not have a Grace Period.

9. The Military Lending Act provides protections for Covered Borrowers. The provisions of this section apply only to Covered Borrowers.
  - a) **Statement of Military APR:** 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 specific credit transactions or accounts); and any participation fee charged (other than certain participation fees for a credit card account).
  - b) **Oral Disclosures:** Covered Borrowers may receive important disclosures and payment obligation information about this Agreement verbally by calling us toll free at (888) 533-5576.
  - c) **The Arbitration Clause (set forth in Exhibit A) does not apply to Covered Borrowers.**
10. **Foreign Transactions:** If a Purchase or Cash Advance is in a currency other than U.S. dollars, the payment network supporting your Account will convert the Purchase or Cash Advance into U.S. dollars using its own currency conversion procedures. Currently, the exchange rate is determined in one of two ways. The rate will come from either the range of rates available in the wholesale currency markets for the processing date (which may be different from the rate the payment network receives) or a government-mandated rate in effect on that date. The exchange rate used may differ from the rate on the date of your Purchase or Cash Advance or the posting date. These rules may change without notice.
11. **Foreign Transaction Fee:** We do not charge a Foreign Transaction Fee in connection with your Account.
12. **Other Fees:** You agree to pay us the fees outlined below (together, "**Fees**").
  - a) **Annual Fee:** If an Annual Fee applies to your Account, it is shown on your Important Disclosures. We will charge a non-refundable Annual Fee upon opening your Account and when you add an Authorized User to your Account, as applicable, and annually each year thereafter when billed. The Annual Fee will be charged as long as your Account remains open regardless of whether you have an outstanding balance.
  - b) **Cash Advance Fee:** For each Cash Advance, a Cash Advance Fee of either \$5 or 5% of the amount of the Cash Advance, whichever is greater will be charged. We add any Cash Advance Fees to your Cash Advance balance on the transaction date your Statement shows.
  - c) **Late Payment Fee:** Your Minimum Payment Due will be past due if it is not received in the manner that we specify for payments on your Statement by 11:59 p.m. Eastern Time on the Payment Due Date shown on your Statement. We will charge a Late Payment Fee of \$30 if we do not receive at least the Minimum Payment by the Payment Due Date. If you fail to make a timely Minimum Payment Due again within the next six billing cycles, the Late Payment Fee will be \$41. However, the Late Payment Fee will never exceed the outstanding portion of such Minimum Payment Due.

- d) **Returned Payment Fee:** For any check, draft, order, or like instrument that is returned unpaid by a financial institution, we will charge a Returned Payment Fee of \$30 and \$41 for each item that is returned unpaid within the next six billing cycles; provided, however, that the Returned Payment Fee will never exceed the outstanding portion of the Minimum Payment Due that was due. We will never charge you a Returned Payment Fee in addition to another fee when both fees stem from a single event or transaction.
- e) **Over-the-Credit Limit Fees:** We do not charge an Over-the-Credit Limit fee for the Bilt Card if you exceed your Credit Limit.
- f) **Document Copies, Replacement Card and Other Convenience Fees:** If you request a copy of a charge slip or other document not in connection with a billing error, or if you request overnight delivery or a replacement card, or if you request any other special services, including a paper statement, we may charge a fee to your Account, subject to applicable law. We may charge you \$5 to receive a paper copy of your statement, up to \$95 for a replacement card, and up to \$35 for expedited shipping for your card. We will disclose any other applicable fees to you at the time of your request. Electronic statements are always available at no cost through the Bilt App, which you may use to access information about your Account.

**13. Promotions:** From time to time, we may offer you temporary, promotional terms related to certain transactions, such as promotional interest rates or introductory offers. Promotional terms may be subject to additional terms and conditions. When a promotional period expires, the promotional terms end, and you will continue to be charged according to the interest rates and fees that otherwise apply to your Account. We may discontinue any promotion or introductory offers at any time, in our sole discretion, unless prohibited by law.

- a) **Introductory APR for New Card Purchases:** When you open an Account, we may offer you the Introductory APR for New Card Purchases. If we do, the Introductory APR for New Card Purchases applies to each New Card Purchase that posts to your Account during the first twelve (12) billing cycles after the date you open your Account. This Introductory APR for New Card Purchases will accrue on each New Card Purchase for twelve (12) billing cycles after the New Card Purchase posts to your Account. After that, the APR for Purchases will apply to the New Card Purchase. For example, if you open your Account on January 5, 2026, and your billing cycles renew on the 5<sup>th</sup> of each month, the Introductory APR for New Card Purchases will apply to New Card Purchases you make between January 5, 2026 and January 4, 2027. For New Card Purchases you make from January 5 – February 4, 2026, the Introductory APR for New Card Purchases will apply until February 4, 2027 and then the APR for Purchases will apply; For New Card Purchases you make between February 5 – March 4, 2026, the Introductory APR for New Card Purchases will apply until March 4, 2027 and then the APR for Purchases will apply; and so forth for all New Card Purchases you make until January 4, 2027. We may modify or stop offering the Introductory APR for New Card Purchases on new accounts at any time, subject to applicable law.

**14. Minimum Payment Due; Making Payments:**

- b) **Payment Due Dates:** Your Payment Due Date will be the date shown on each Statement by which you must pay at least the Minimum Payment Due shown on such Statement. Whenever a Payment Due Date would otherwise be due on a day that is not a business day, the Payment Due Date will be on the business day immediately following the scheduled Payment Due Date.
- c) **Minimum Payments Due:** You may pay all or part of your Account balance at any time. Each billing cycle, you must pay at least the Minimum Payment Due shown on your monthly

Statement by its Payment Due Date. The Minimum Payment Due for the billing cycle is calculated as the sum of (i) any past due amounts PLUS; (ii) any over-the-credit limit amounts PLUS; (iii) the greater of: (1) the sum of 1% of the balance of each Transaction Category (individually rounded up to the nearest whole dollar), plus interest and any Fees billed during the billing cycle or (2) \$30.00 or the Account's entire balance if the New Balance is less than \$30.00. Also, in no event will your Minimum Payment Due exceed your Account balance. We will include past due amounts or amounts by which you exceed your Credit Limit in your Minimum Payment Due. The Minimum Payment Due generally will not be adjusted down based on a return or reversal of a Purchase, Balance Transfer, or Cash Advance Transaction (unless we agree otherwise). Generally, credits to your Account, such as those generated by merchants or by person-to-person money transfers, and statement credits are not treated as payments and will not reduce your Minimum Payment Due.

- d) **Receipt of Payments:** You agree to make your payments only in U.S. dollars. In our discretion, we may delay increasing your Available Credit by the amount of any payment until we determine that your payment has been indefeasibly collected. We reserve the right to reject any payment that will create or increase a credit balance on your Account as of the date we receive the payment. We will not pay interest on any credit balance on your Account. Payment received at the address we specify for payments on your Statement in proper form by 11:59 p.m. Eastern Time on a business day will be credited to your Account as of that day. Payments received in proper form at this address after that time will be credited to your Account as of the next business day. We may, in our discretion, accept payments not received in proper form, but crediting of such payments may be delayed up to five days following receipt.
  - e) **Checks and Electronic Conversions:** When you provide a check as payment, you authorize us either to use information from your check to make a one-time electronic fund transfer ("**EFT**") from your deposit account or to process the payment as a check transaction. When we use information from your check to make an EFT, funds may be withdrawn from your deposit account as soon as the same day we receive your payment, and you will not receive your check back from your financial institution. If your check is returned unpaid for insufficient or uncollected funds, we may re-present your check electronically. You agree that we are not obligated to accept payment checks drawn on a financial institution that is outside of the U.S. or that do not contain proper signatures and amounts. If you present and we accept a check drawn on a non-U.S. financial institution, posting of your payment will be delayed. You agree to allow us, at our discretion, to place a hold on your Account until a check drawn on a non-U.S. financial institution has been finally collected, and to debit your deposit account or to reduce your payment, to cover any collection and processing fees associated with handling such checks.
  - f) **Payment Application:** We will allocate payments and other credits in our sole discretion, subject to applicable law. We will allocate your Minimum Payment Due or payments in lesser amounts in our sole discretion. If you pay more than your required Minimum Payment Due, then we apply the excess payment first to higher APR balances and then to lower ones. We do so based on the balances in your last Statement. The method we use to allocate payments may result in your paying higher periodic interest.
15. **Irregular Payments:** We may accept late payments, partial payments, disputed payments or payments marked with restrictive writing, such as "Paid in Full" or similar language, without losing any of our rights under the Agreement. If you wish to make a payment in satisfaction of a disputed amount or balance, you must send it to Column N.A., c/o Cardless, Attn: **Bilt Card Legal Department**, 350 Townsend St. #610, San Francisco, CA 94107 with a letter of explanation. Despite any such language, we may

deposit such a payment without such deposit satisfying the amount in dispute or otherwise affecting our right to receive payment in full.

You may not use a post-dated check as a payment, and we may return or deposit any such check without waiting for the date found on the check. We are not liable to you for any expense or loss you incur arising from the actions we may take with respect to a post-dated check.

16. **Credit Balance:** You may request a refund of any credit balance. If you do not request a refund, we will apply any credit balance to new charges on your Account. If a credit balance remains on your Account for six months and the amount is \$1.00 or more, we will automatically refund it to you.
17. **Authorized User:** You may request additional Cards for "**Authorized Users.**" You are responsible for any use of your Account by an Authorized User or anyone else you permit to use your Account. You must notify us if you wish to cancel the authority of an Authorized User to use your Account. If we remove an Authorized User, in some cases we may close your Account, open a new Account, and issue you a new Card. You allow us to discuss your Account with an Authorized User. This includes giving him or her access to your Account information and history. You also agree that an Authorized User may use and receive information about the Account in the same way you do. You must pay for all amounts due on your Account, including charges made by Authorized Users.
18. **Other Users of your Account:** If you permit another person to use your Account by providing such person with a Card or the Account number, your permission will be deemed to extend to all transactions made by that person, and will continue until you notify us at (888) 533-5576 or otherwise take the necessary steps to prevent such person from making further transactions using the Account. You will be obligated to pay all transactions made by any person you permit to use your Account, as well as all related interest and fees, whether or not you intended to be responsible for such charges.
19. **Change in Terms:** Subject to applicable law, we may change the terms of this Agreement for any reason or no reason, and in any respect, by adding, deleting or modifying any provision, including APRs, fees, the calculation of Minimum Payment Due and other terms. In certain circumstances, when we are required by law to notify you of changes to the terms of this Agreement, we will do so. In other circumstances we may not be required to do so. When required by law to advise you that you have a legal right to reject any changes we make, we will provide an explanation about how to do that. We will provide you advance notice of any changes to the Arbitration Agreement. You will have the opportunity to reject the changed Arbitration Agreement within 45 days of receiving the notice of changes. Changes will not apply to existing balances except where permitted by applicable law. In some circumstances, APRs or other aspects of your Account may change even though the terms of the Account do not change, such as when the Prime Rate changes. We can update any address or telephone number provided in this Agreement, but we will notify you if we do so.
20. **Events of Default:** We may declare you to be in default under this Agreement, to the extent permitted by law, if any of the following events occur: (a) you fail to pay any Minimum Payment Due on or before its Payment Due Date; (b) you breach any other term of this Agreement or of any other obligation or agreement you have or will have with us or any of our affiliates; (c) you die or become insolvent; (d) a petition is filed or other proceeding is started under the federal Bankruptcy Code or any state insolvency statute by or against you; (e) a receiver is appointed or a writ or order of attachment, levy or garnishment is issued against you or any of your property assets or income; (f) we believe in good faith, that the likelihood of your paying or performing all your obligations under this Agreement is impaired; or (g) you make a fraudulent, false or misleading statement in your Account application or otherwise in connection with any other obligation or agreement you have with us or any of our affiliates.

**IDAHO, IOWA, KANSAS, MAINE AND SOUTH CAROLINA RESIDENTS ONLY:** We may declare you to be in default if you fail to make a payment in full within ten days after its Payment Due Date or if the prospect of your payment or performance is significantly impaired (for Iowa residents, if, following an

event of default, the prospect of your payment is materially impaired). We have the burden of establishing the impairment of such prospect of payment or performance.

**WISCONSIN RESIDENTS ONLY:** We may declare you to be in default (a) if you permit to be outstanding an amount exceeding one full payment which has remained unpaid for more than 10 days after its scheduled due date or deferred due date, or if you fail to pay the first payment or last payment within 40 days of its scheduled due date or deferred due date or (b) if you fail to observe any other provision of this Agreement, the breach of which materially impairs your ability to pay the amounts due under the Agreement.

21. **Remedies on Default:** If you are in default, we may (a) declare all or any part of the total outstanding balance on your Account to be immediately due and payable; (b) terminate or suspend your Account and/or your ability to make additional transactions using the Account; (c) reduce your Credit Limit; (d) commence an action for the collection of all amounts owed in connection with this Agreement; and (e) subject to applicable provisions of law, charge you all reasonable collection expenses incurred by us in the collection of amounts you owe under this Agreement, including fees of attorneys, court costs (including costs incurred in bankruptcy and appellate court proceedings) and fees of any collection agency to which we refer your Account.
22. **Waiver:** We may delay or waive enforcing our rights under applicable law or this Agreement without losing them. A waiver of rights by us shall not be deemed to be a waiver of other rights or of the same rights at any other time.
23. **Transfer of Account:** You cannot transfer or assign your Account or your rights under this Agreement to any other person, and any attempt to do so is automatically void and of no legal effect. You understand and agree that we may transfer or assign all or any part of your Account balance and/or our rights under this Agreement at any time and without notice to you.
24. **Closing Your Account; Suspension and Termination:** You may close your Account at any time by notifying us in writing at Column N.A. c/o Cardless, Inc., 350 Townsend St. #610, San Francisco, CA 94107, or by telephone at (888) 533-5576.

In addition, we may, at any time and for any reason not prohibited by law, suspend or close your Account or otherwise terminate your right to use your Account. We may close your Account or suspend your ability to use your Account or Card, or otherwise cancel or limit this Agreement at any time for any reason or no reason, and without notice to you, subject to applicable law. We are not liable for any refusal by anyone to honor your Account or Card.

If you or we close your Account, you are still obligated to pay all amounts you owe us. This Agreement will continue to apply until you pay all those amounts in full.

25. **Liability for Account:** Except as otherwise noted herein, you are liable for all amounts due under this Agreement regardless of who receives benefit from the Account.
26. **Liability for Unauthorized Use:** If you notice the loss or theft of your Card or a possible unauthorized use of your Account or Card, you should notify or write to us immediately in the Bilt App or at Column N.A. c/o Cardless, Inc., 350 Townsend St. #610, San Francisco, CA 94107. You will not be liable for any unauthorized use that occurs after we receive your notice.

We issue the Card to you at your request and you agree to destroy it upon demand. You will notify us promptly if your Card is lost, stolen or if there is unauthorized use of your Card or Account, or if someone uses your Card or Account to make unauthorized purchases at merchants not authorized to accept your Card or Account. Under our no fraud liability policy, you will not be liable for any unauthorized purchases made through the Mastercard® network at merchants, including those transacted on the internet if you contact us promptly after the Statement on which the transaction

occurred was mailed or electronically sent to you. If you orally give us notice concerning loss or theft, you agree to confirm such notice in writing upon request. Also, you agree to assist us in determining the facts and circumstances relating to any loss, theft or possible unauthorized use of your Card or Account, and to comply with such procedures as we may reasonably require in connection with our investigation. You agree that unauthorized use does not include use by a person to whom you have given authority to use the Card or Account, and that you will be liable for all use by such a person until you notify us that such authority to use the Card or Account is no longer authorized. To terminate that authority, you must notify us at (888) 533-5576.

27. **Credit Reports and Account Information:** You give us permission to request information and to make whatever inquiries we consider necessary and appropriate (including obtaining information from third parties and requesting consumer reports from consumer reporting agencies) for the purpose of considering your application for this Account and subsequently, in connection with any product upgrades or any updates, renewals, credit limit increases or extensions of credit, or reviewing or collecting your Account. You also authorize us and/or Cardless to obtain reports on you, including consumer reports from consumer reporting agencies, and to use such reports to market to you other products and/or services. You also authorize us to report information concerning you or your Account, including information about your performance under this Agreement, to consumer reporting agencies and others who may properly receive such information. **We may report information about your Account to credit bureaus. Late payments, missed payments, or other defaults on your Account may be reflected in your credit bureau report. If you believe that any information that we have reported to a credit bureau is inaccurate or incomplete, you may write to us at Column N.A. c/o Cardless, 350 Townsend St. #610, San Francisco, CA 94107. In your letter, (a) provide your name and the Account number, (b) identify the specific information that is being disputed, (c) explain the basis for the dispute, and (d) provide any supporting documentation you have that substantiates the basis of the dispute. We will investigate the matter. If our investigation shows that you are right, we will contact each credit reporting agency to which we reported the information and will request they correct the report. If we disagree with you after our investigation, we will tell you in writing.**

**If you believe that you have been the victim of identity theft, submit an identity theft report and affidavit to Column N.A. c/o Cardless, 350 Townsend St. #610, San Francisco, CA 94107.**

28. **Change of Contact Information:** You agree to notify us promptly if you change your name, address, telephone number or any other contact information. You also agree that if the U.S. Postal Service or one of its agents notifies us of a change in address for you, we may change your address based on this information. We will have no liability to you for changing your address based on such information, even if the information provided by the U.S. Postal Service or one of its agents is in error. If any Statement is returned to us because of an incorrect address, we may stop sending Statements to you until a valid address is provided to us, but for all purposes it shall be considered as if we made your Statement available to you as of the Statement date that was or would have been printed on your Statement.
29. **Telephone Communication Monitoring and Contacting You:** We may use automated telephone dialing, text messaging systems and electronic mail ("email") to provide messages to you about scheduled payments, missed payments, and other important information regarding this Agreement, your Account and your relationship with us. The telephone messages may be played by a machine automatically when the telephone is answered, whether answered by you or someone else, or displayed on a mobile device, whether viewed by you or someone else. These messages may also be recorded by your answering machine. You give us your permission to call or send a text message to any telephone number you have given us, or you give to us in the future, and to play pre-recorded messages or send text messages with information about this Agreement, your Account and your relationship with us over the phone. You also give us permission to communicate such information to you by email. You understand that, when you receive such calls, texts, or emails, you may incur a

charge from the company that provides you with telecommunications, wireless, and/or internet services. You agree that we will not be liable to you for any fees, inconvenience, annoyance, or loss of privacy in connection with such calls, texts, or emails. You understand that anyone with access to your telephone or email account may listen to or read the messages, notwithstanding our efforts to communicate only with you. If a telephone number(s) you have provided to us changes, or if you cease to be the owner, subscriber, or primary user of such telephone number(s), you agree to immediately give us notice of such facts so that we may update our records. You agree that this authorization constitutes a bargained-for exchange. To the extent you have the right under applicable law to revoke this authorization you agree you may do so by calling us at (888) 533-5576 or emailing us at [biltcard@cardless.com](mailto:biltcard@cardless.com) or by any other reasonable means. You may revoke consent to automated texts by replying STOP or similar to any text we send.

- 30. Communications Under Federal Bankruptcy Code:** Any communication with us required or permitted under the Federal Bankruptcy Code must be in writing, must include your Account number, and must be sent to Column N.A. c/o Cardless, 350 Townsend St. #610, San Francisco, CA 94107.
- 31. Rewards, Special Programs and Benefits; Bilt Housing Payments:** The Card includes access to the Bilt Rewards Program (“Rewards Program”), which is exclusively offered and administered by Bilt. Please refer to the [Bilt Rewards Terms & Conditions](#) for additional information governing the Rewards Program, which are provided separately from this Agreement and are not part of this Agreement. All Rewards offered under the Rewards Program are solely fulfilled by Bilt and are not offered by Column N.A. or Cardless. Bilt is solely responsible for determining and administering the terms, conditions, and eligibility criteria associated with the Rewards Program.

As part of the terms of your relationship with Bilt, you may be able to pay your rent or mortgage through Bilt, including other fees billed by your property or mortgage servicer, such as HOA, utilities, property taxes, amenity fees, and any other amounts agreed upon by you and Bilt (individually and collectively, “Bilt Housing Payments”). Such Bilt Housing Payments do not access or draw on your open-end line of credit account with us and do not contribute to or impact your Available Credit, New Balance, or the outstanding balance on your Account. Bilt Housing Payments are not a Purchase, New Card Purchase, Balance Transfer, or a Cash Advance. Bilt Housing Payments are subject to the terms and conditions of your agreement with Bilt.

- 32. GOVERNING LAW; CLASS ACTION WAIVER:** EXCEPT AS SET FORTH IN THE ARBITRATION CLAUSE (EXHIBIT A), THE TERMS AND ENFORCEMENT OF THIS AGREEMENT AND YOUR ACCOUNT SHALL BE GOVERNED AND INTERPRETED IN ACCORDANCE WITH FEDERAL LAW AND, TO THE EXTENT STATE LAW APPLIES, THE LAW OF THE STATE OF UTAH, WITHOUT REGARD TO CONFLICT-OF-LAW PRINCIPLES. THE LAW OF THE STATE OF UTAH, WHERE WE AND YOUR ACCOUNT ARE LOCATED AND FROM WHICH WE EXTEND CREDIT TO YOU, WILL APPLY NO MATTER WHERE YOU LIVE OR USE THE ACCOUNT. YOU EXPRESSLY WAIVE YOUR RIGHT TO INITIATE OR PARTICIPATE IN A CLASS ACTION RELATED TO THIS AGREEMENT PURSUANT TO UTAH CODE ANN. § 70C-4-105.
- 33. Waiver of Jury Trial:** You acknowledge that the right to trial by jury is a constitutional right but may be waived in certain circumstances. To the extent permitted by law, you knowingly and voluntarily waive any right to trial by jury in the event of litigation arising out of or related to this Agreement. This jury trial waiver shall not affect or be interpreted as modifying in any fashion the Arbitration Provision below, which has its own separate jury trial waiver. This waiver does not apply if you are a Covered Borrower under the Military Lending Act at the time this Account is originated.
- 34. Enforceability:** Subject to and except as otherwise provided in the Arbitration Agreement, if any term of this Agreement is finally determined to be void or unenforceable by a court or government agency of

competent jurisdiction, that term will continue to be enforceable to the extent allowed by such court of agency, and the remainder will no longer be a part of this Agreement. All other provisions of this Agreement will remain in effect.

35. **Agreement in Writing:** This Agreement (including this Cardholder Agreement and the Important Disclosures), is the final expression of the agreement between you and us and it may not be contradicted by evidence of an alleged oral agreement.
36. **Unsecured Line of Credit:** Notwithstanding any language in any agreement to the contrary, this Account and this Agreement, and your obligation to pay amounts due under this Agreement, are not secured, and any security interest which might otherwise exist with respect to the Account or Agreement is hereby waived by us.
37. **ARBITRATION CLAUSE:** The Arbitration Clause in Exhibit A is hereby incorporated by reference in this Agreement.

### 38. **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: Column N.A. c/o Cardless, 350 Townsend St. #610, San Francisco, CA 94107. 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 is 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:

Column N.A. c/o Cardless  
350 Townsend St. #610  
San Francisco, CA 94107

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.

#### **39. Additional Disclosures**

**ALL CARDHOLDERS, INCLUDING CALIFORNIA AND UTAH CARDHOLDERS:** You are hereby notified that a negative credit report reflecting on your credit record may be submitted to a credit reporting agency if you fail to fulfill the terms of your credit obligations.

**ALL CARDHOLDERS, INCLUDING UTAH CARDHOLDERS: YOU EXPRESSLY WAIVE YOUR RIGHT TO INITIATE OR PARTICIPATE IN A CLASS ACTION RELATED TO THIS AGREEMENT PURSUANT TO UTAH CODE ANN. § 70C-4-105.**

**CALIFORNIA CARDHOLDERS:** A married applicant may apply for a separate account.

**IOWA, MISSOURI, NEBRASKA, AND TEXAS RESIDENTS ONLY:** ORAL AGREEMENTS OR COMMITMENTS TO LOAN MONEY, EXTEND CREDIT OR FORBEAR FROM ENFORCING REPAYMENT OF DEBT INCLUDING PROMISES TO EXTEND OR RENEW SUCH DEBT ARE NOT ENFORCEABLE. TO PROTECT YOU AND US FROM ANY MISUNDERSTANDING OR DISAPPOINTMENT, ANY AGREEMENTS WE REACH COVERING SUCH MATTERS ARE CONTAINED IN THIS WRITING, WHICH IS THE COMPLETE AND EXCLUSIVE STATEMENT OF THE AGREEMENT BETWEEN US, EXCEPT AS WE MAY LATER AGREE IN WRITING TO MODIFY IT.

**MASSACHUSETTS RESIDENTS:** MASSACHUSETTS LAW PROHIBITS DISCRIMINATION ON THE BASIS OF THE RACE, COLOR, RELIGIOUS CREED, NATIONAL ORIGIN, SEX, GENDER IDENTITY, MARITAL STATUS OR SEXUAL ORIENTATION.

**NEW HAMPSHIRE RESIDENTS:** IF YOU PREVAIL IN ANY ACTION, SUIT OR PROCEEDING WE BRING OR IN AN ACTION YOU BRING IN CONNECTION WITH THIS AGREEMENT, REASONABLE ATTORNEYS' FEES SHALL BE AWARDED TO YOU. IF YOU SUCCESSFULLY ASSERT A PERTINENT DEFENSE, SET OFF, RECOUPMENT OR COUNTERCLAIM TO AN ACTION BROUGHT BY US, THE COURT MAY WITHHOLD FROM US THE ENTIRE AMOUNT OR SUCH PORTION OF THE ATTORNEYS' FEES AS THE COURT DEEMS APPROPRIATE.

**NEW YORK RESIDENTS:** New York residents may contact the New York State Department of Financial Services to obtain a comparative listing of credit card rates, fees and grace periods. New York State Department of Financial Services - (800) 342-3736 or <https://www.dfs.ny.gov/>.

**OHIO RESIDENTS:** THE OHIO LAWS AGAINST DISCRIMINATION REQUIRE THAT ALL CREDITORS MAKE CREDIT EQUALLY AVAILABLE TO ALL CREDIT-WORTHY CUSTOMERS AND THAT CREDIT REPORTING AGENCIES MAINTAIN SEPARATE CREDIT HISTORIES ON EACH INDIVIDUAL UPON REQUEST. THE OHIO CIVIL RIGHTS COMMISSION ADMINISTERS COMPLIANCE WITH THE LAW.

**NEW YORK, RHODE ISLAND AND VERMONT RESIDENTS:** You understand and agree that we may obtain a consumer credit report in connection with any updates, renewals or extensions of any credit as a result of your application and card membership. If you ask, you will be informed whether or not such a report was obtained and, if so, the name and address of the agency that furnished the report. You also understand and agree that we may obtain a consumer credit report in connection with the review or collection of any extension of credit made to you or for other legitimate purposes related to such extension of credit.

**MARRIED WISCONSIN RESIDENTS:** If you are married: (i) you confirm that this Account is being incurred in the interest of your marriage or family; (ii) no provision of any marital property agreement, unilateral statement, or court decree under the Wisconsin Marital Property Act will adversely affect a creditor's interest unless, before the time credit is granted, the creditor is furnished a copy of that agreement or decree or is given complete information about the agreement or decree; (iii) you understand and agree that we will provide a copy of this Agreement to your spouse for his or her information. If the Account for which you are applying is granted, you will notify us if you have a spouse by sending your name and your spouse's name and address to us at Column N.A., Member FDIC c/o Cardless 350 Townsend St. #610, San Francisco, CA 94107.

## EXHIBIT A

### **THIS ARBITRATION CLAUSE (“CLAUSE”) IS IN THE FORM OF QUESTIONS AND ANSWERS TO MAKE IT EASY TO GRASP. THE PARTIES AGREE IT IS LEGALLY BINDING.**

**Q1. What is an arbitration (or “Arb,” for short)? **An alternative to a court case.**** In an Arb, a neutral third party (“**Neutral**”) decides claims without a judge or jury. The hearing is private. It is usually less formal and faster than a lawsuit. It can save legal fees. It involves limited pre-hearing fact-finding and limited appeals. Courts rarely reverse Arb awards.

**Q2. Can you opt out of this Clause? **Yes, within 45 days.**** If you do not want this Clause to apply, you must send us a signed notice within 45 days after receipt of the Card after your Account is opened. You must send the notice in writing to Cardless, Inc., Attn. Bilt Card Legal Department, 350 Townsend St. #610, San Francisco, CA 94107 (or any address we later provide you for receipt of notices) (the “**Arbitration Notice Address**”). Give us your name and address. State that you opt out of the Arb Clause.

**Q3. What is this Clause about? **Your and our agreement to decide certain “Claims” through Arb**s.** Generally, either you or we may elect to resolve any “**Claim**” (as defined in Q5) through an individual Arb or, for certain “**Mass Claims**” (as defined in Q8), a “**Group Arb**” (as defined in Q17f).

**Q4. Who does this Clause cover? **You and us.**** This Clause governs you and us. But, solely as used in this Clause, the words “**we**,” “**us**,” and “**our**” include: (1) Column N.A.; (2) Cardless; (3) any servicer or any agent acting on behalf of Column N.A. or Cardless; (4) the parents, subsidiaries, affiliates, assignees and successors of the companies named in (1)-(3); (5) the employees, directors, officers, shareholders, members and representatives of the companies named in (1)-(4); and (6) any person or company that is named in a Claim you pursue at the same time you pursue a related Claim against us, such as a credit reporting agency, a merchant accepting a credit card, a servicing company or a debt collector.

But, this Clause does not apply if you opt out (see Q2) or if you are a Covered Borrower under the Military Lending Act (the “**MLA**”) and the Cardholder Agreement is subject to (and not exempt from) the MLA.

**Q5. What Claims does this Clause cover? **All legal claims (except certain claims about this Clause).**** This Clause governs all “**Claims**” between you and us that a court would normally decide. The word “**Claims**” has the broadest reasonable meaning.

“**Claims**” includes claims based on contract, statute, ordinance, rule, regulation or constitution. It includes tort claims (including fraud and intentional tort claims).

“**Claims**” includes claims for money, injunctions or other equitable or declaratory relief. It includes direct claims, counterclaims and crossclaims.

“**Claims**” includes claims related to the validity of the Cardholder Agreement as a whole.

But, “**Claims**” does not include disputes about the validity, coverage or scope of this Clause or any part of this Clause. All such disputes are for a court and not a Neutral to decide. Also, “**Claims**” does not include claims under the federal Servicemembers Civil Relief Act.

**Q6. What must you or we do before starting a lawsuit or Arb? **Give a written Claim Notice and try to settle the Claim.**** Before starting a lawsuit or Arb, the party with a Claim (the “**Claimant**”) must give the other party (the “**Responder**”) written notice of the Claim (a “**Claim Notice**”). The Claim Notice must explain in reasonable detail the nature of the Claim, any supporting facts, the requested relief and how such relief was determined. (For example, for \$2,700 of Claims, you might say that you were charged \$200 too much, incurred \$500 of medical bills and \$1,000 of pain and suffering and are entitled to \$1,000 of punitive damages.)

If you are the Claimant, you must send the Claim Notice in writing to us at the Arbitration Notice Address, Attn. Bilt Card Legal. You and any lawyer you have personally hired must physically sign the Claim Notice. You must give your full name and a phone number for you or your lawyer. By signing the Claim Notice, you certify that any facts set forth in the Claim Notice are true and not misleading. By signing the Claim Notice, your lawyer

certifies that your lawyer has made a reasonable review of the facts set forth in the Claim Notice and believes them to be true and not misleading.

If we are the Claimant, we may send a Claim Notice to you at any mail or email address we have for you in our records. A notice or letter stating that any amount you owe us is past due will serve as a Claim Notice.

The Claimant and Responder must try to settle the Claim on an individual basis and without filing a lawsuit or Arb for at least 30 days (the “**Pre-Filing Period**”). During the Pre-Filing Period, at the request of either party, you and we must participate personally in a meeting (a “**Meet-and-Confer**”) in person, online or by conference call. The Meet-and-Confer will be limited to Claims between you and us. If you have counsel, your counsel must participate in the Meet-and-Confer. **But, you will still need to be personally present for the Meet-and-Confer.** We may participate through any of our representatives, including in-house or outside counsel. If you are a Claimant with a Mass Claim (a “**Mass Claimant**”), your lawyer may give a single Claim Notice for you and other Mass Claimants but you still need to engage personally in a Meet-and-Confer upon our request.

**If you are represented by a lawyer, your lawyer must certify whether or not your lawyer knows or has good reason to believe that your Claim will be a “Mass Claim.” If so, or if it is later determined that the Claim is a Mass Claim, the Mass Claim will be subject to Q17 and its further pre-filing requirements.**

The Claimant may not start an Arb until the Claimant complies in full with this Q6. This includes: (a) giving a Claim Notice; (b) trying to settle the Claim in good faith; (c) upon request, participating personally in a Meet-and-Confer on an individual basis; and (d) for Mass Claims, complying with Q17.

If we give written notice that you have not complied with this Q6, no company managing the Arb (“**Arb Company**”) may accept your Arb filing or proceed under this Clause unless you obtain a court order (no longer subject to appeal) that authorizes the filing. If you do not comply with this Q6, you agree that we are entitled to an injunction and/or money damages for our Arb filing fees and our reasonable legal fees and costs to enforce this Q6.

**Q7. What happens next? The Claimant may file a lawsuit or an Arb.** If the Claimant has complied with Q6 but the parties do not reach an agreement to settle a Claim during the Pre-Filing Period, the Claimant may start a lawsuit or Arb, subject to Q17. To start an Arb, the Claimant must follow the rules of the Arb Company you choose (collectively and as amended and/or supplemented, the “**Arb Company Rules**”). See Q9.

If the Claimant starts or threatens a lawsuit, the Responder may demand an Arb instead. The Responder may make this demand in court papers. Also, the Responder may make this demand if the Claimant starts a lawsuit on an individual basis and then tries to pursue a class action. Any lawsuit must stop at once if the Responder makes an Arb demand.

**Q8. What are “Mass Claims”?** **Mass Claims happen when at least 25 Mass Claimants with common (or cooperating) counsel give Claim Notices within 180 days.** “Mass Claims” are Claims that meet the following conditions:

- a. The Mass Claimants are represented by the same counsel and/or counsel working together (“**Mass Claims Counsel**”).
- b. The Mass Claimants or Mass Claims Counsel give Claim Notices for at least 25 Mass Claimants within 180 days of the first such Claim Notice. But, a Claimant who hires Mass Claims Counsel and gives a Claim Notice after this 180-day period is still a “**Mass Claimant**” asserting “**Mass Claims.**” Such Mass Claimant is subject to Q17 to the same extent as Mass Claimants who give their Claim Notices within the initial 180-day period.

A Claim may be a Mass Claim even if it is unknown at first that the Claim is described in Q8b. For example, the first 24 Claim Notices with common Claimant Counsel will be Mass Claims subject to Q17 if Claimant Counsel gives another Claim Notice within 180 days of the first such Claim Notice. Disputes over whether Claims

Notices trigger Q17 will be decided by the Arb Company, by a Neutral appointed by the Arb Company to decide process issues (a “**Process Neutral**”) or by a court—not by individual Neutrals in separate Arbs.

**Q9. Who manages the Arb? What rules apply? Usually, AAA or NAM will manage an Arb under its rules.**

The Arb Company will be either:

- The American Arbitration Association (“**AAA**”), 1633 Broadway, 10th Floor, New York, NY 10019, [www.adr.org](http://www.adr.org).
- National Arbitration and Mediation (“**NAM**”), 122 East 42nd Street, Suite 803, New York, NY 10168, [National Arbitration and Mediation \(namadr.com\)](http://NationalArbitrationandMediation.com).
- Any other company picked by agreement of the parties.
- If all the above options are unavailable, an Arb Company picked by a court.

Arbs are conducted under this Clause and the Arb Company Rules in effect at the time the arbitration is commenced. For AAA, these include AAA’s Consumer Arbitration Rules and, if applicable, the AAA Consumer Mass Arbitration Rules. For NAM, these include NAM’s Comprehensive Dispute Resolution Rules and Procedures and NAM’s Supplemental Rules for Mass Arbitration Filings. But, Arb Company Rules that conflict with this Clause do not apply.

The Neutral will be chosen under the Arb Company Rules. But, the Neutral must be a retired judge or a lawyer with at least ten years of experience unless you and we otherwise agree.

**No Arb brought on a class basis may be managed or conducted without our consent by any Arb Company or Neutral who would permit class Arb under this Clause.**

**Q10. Can a Claimant bring Claims in court? Sometimes.** The Claimant may bring a lawsuit if the Responder does not demand an Arb. Also, some Claims for a public injunction may be brought in court. See Q13. Finally, either party may start or require that a small claims court decide any individual Claim that such court may hear under its rules. The judge hearing such a Claim will be treated as the Neutral under this Clause. The judge’s decision will be treated as an Arb award under this Clause. The small claims court will conduct its hearing under its own rules (and not the Arb Company Rules). But, appeals of a small claims court decision will be governed by this Clause and not the rules that usually govern such appeals.

**Q11. Are you giving up any rights? Yes. If you start an Arb or we demand an Arb of a Claim you bring in court, you give up your right to: (a) have a court or jury decide the Claim; (b) bring the Claim as a private attorney general or representative of other parties; (c) without our consent and except for Group Arbs, join the Claim with claims of other consumers; or (d) engage in a class action or class Arb. But, see Q13 as to public injunction Claims.**

**Q12. Can you start a class Arb? No. The Neutral may not decide any Claim on a class or representative basis.**

**Q13. What happens if part of this Clause is invalid? It depends.** You must give us written notice and at least 30 days to cure any problem that might prevent an Arb of a Claim. See Q26.

- a. If any part of this Clause is held invalid, generally the rest of this Clause will continue to apply.
- b. But, if a court rules that the Neutral can decide a Claim on a class or other representative basis and the ruling becomes final after all appeals, only this Q13b will apply and the remainder of this Clause will be void.
- c. And, if you bring a Claim for public injunctive relief and a court enters an order, not subject to further appeal, that the limits on representative Claims are invalid regarding such Claim, such Claim will be decided in court and any individual Claims for monetary relief will be arbitrated. In such case, the parties will ask the court to stay the Claim for public injunctive relief until a court has entered the Arb award as to individual relief.

**Q14. In sum, what options do you have to assert Claims against us? Most Claims are subject to an Arb.** All Claims subject to this Clause must be decided in: (a) an individual Arb; (b) a lawsuit if the Responder does not demand an Arb; (c) an individual action in small-claims court, with the judge acting as the Neutral; or (d) a lawsuit that solely addresses a Claim for public injunctive relief, as provided in Q13.

**Q15. What law applies? The Federal Arb Act (“FAA”).** The Cardholder Agreement involves interstate commerce. Thus, the FAA governs this Clause. The Neutral must apply substantive law and comply with the FAA. The Neutral must honor statutes of limitation and privilege rights. As to punitive damages, the Neutral must honor constitutional standards that apply in court.

**Q16. Will anything you do make this Clause invalid? No.** If you do not opt out and the MLA does not apply, this Clause will stay in force even if you: (1) cancel the Cardholder Agreement or Account; (2) stop using your Card; (3) default or pay the Account in full; or (4) become insolvent or bankrupt.

**Q17. How are Mass Claims resolved? Per special terms involving Initial Arb, mediations and/or Group Arb.** In some cases, Mass Claims may make individual Arb impractical or too costly. Q17 addresses this problem. It seeks to resolve Mass Claims as fairly and quickly as possible, at low cost. **Q17 applies to all Mass Claims despite any language in this Clause to the contrary.**

- a. **If you or Claimant Counsel know or have good reason to believe that there are or will be Mass Claims, you must comply with Q6 and the pre-filing terms of this Q17 before filing any lawsuit or Arb. Except per this Q17, you may not file any Mass Claim in a lawsuit or Arb. If you do, you will be liable for the Arb Company’s filing fees, costs of enforcing this Q17 and other damages caused by your breach.**
- b. At any time, either we or the Mass Claimants (the two “**Sides**”) may require the Arb Company to appoint a Neutral (“**Process Neutral**”) to decide any scheduling, discovery or other process issues the two Sides cannot resolve through discussion. Decisions of the Process Neutral are not subject to appeal.
- c. You may not file any Mass Claim in court or an Arb until 210 days run from the first delivery of a Claim Notice by a Mass Claimant or, if earlier, until Mass Claims Counsel certifies in writing that the Pre-Filing Period has run for all or substantially all the Mass Claims.
- d. Once this no-filing period ends, each Side will select up to 10 Mass Claims for individual Arb under this Clause (“**Initial Arb**”). This will help the two Sides test the strength of the Mass Claims.
- e. Soon after all Initial Arb have ended (or sooner if both Sides agree), both Sides will engage in a single mediation of all remaining Mass Claims. For any mediation, we will pay the mediator fees. If the two Sides cannot agree on a mediator within 30 days, the Arb Company, a Process Neutral or a court will appoint the mediator. Both Sides must cooperate to schedule a mediation soon after the mediator is appointed.
- f. If the two Sides do not settle all Mass Claims within 30 days after the end of the mediation, within 60 days after the end of the mediation each Side must give written notice to the other Side: (i) identifying each common issue of law or fact (“**Common Issue**”) believed by such Side to relate to the Claims of the remaining Mass Claimants (the “**Remaining Claimants**”); and (ii) stating that, except for any such Common Issue(s), there are no additional Common Issues. All Common Issues shall be resolved through Arb (“**Group Arb**”) between us and groups of Mass Claimants (“**Qualifying Groups**”). **Common Issues may only be resolved in Group Arb.**
  - i. The two Sides must try in good faith to agree: (A) on what Common Issues exist and whether Group Arb are warranted; (B) if so, how many Remaining Claimants, not more than 25, should be in each Qualifying Group; and (C) how Mass Claimants should be assigned to Qualifying Groups. Unless we agree otherwise, the amount of money we have offered to settle the Claims

of the Remaining Claimants in any single Group Arb shall not exceed \$50,000. If the two Sides cannot agree on the above matters in this Q17f.i within 30 days, a Process Neutral will decide.

- ii Before the start of any Group Arb, the two Sides will ask both AAA and NAM how much they will charge for Group Arb. Neither Side shall start a Group Arb before 30 days have run from both AAA and NAM giving final price data for Group Arb. During this period, either Side may give written notice to the other Side (an “**Arb Company Rejection Notice**”) that it elects for Neutrals to conduct all Group Arb without help from AAA or NAM. In such event, the two Sides will try to agree on Neutrals to conduct such Group Arb. If they cannot agree, either Side may ask a court to appoint such Neutrals. The court should try to find qualified Neutrals who charge no more than the amount Neutrals charge for AAA or NAM mass Arb, whichever is less. Once a Neutral has been selected and retained for a Group Arb, such Neutral will start and conduct such Group Arb per this Clause and such further procedures as such Neutral shall adopt with due regard to the Arb Company Rules of the AAA.
  - iii Either Side may also give an Arb Company Rejection Notice to the effect that it will not agree to Group Arb managed by AAA or, alternatively, that it will not agree to Group Arb managed by NAM.
  - iv No Neutral in a Group Arb may decide any class Claim or any Claim for a public injunction.
  - v The Neutral in each Group Arb will decide who will bear the Neutral’s fees and charges, without regard to AAA or NAM rules that would otherwise apply. But, subject to Q23, we will bear at least 50% of such fees and charges.
- g. If you are a Remaining Claimant: (i) You may bring a lawsuit against us to resolve any individual issues but not any Common Issues. (ii) By bringing a lawsuit as a Remaining Claimant, you certify that you and the other Remaining Claimants do not have any Common Issues. (iii) **You may not bring an individual Arb to resolve any issues that are not resolved in a Group Arb.** But, subject to Q13, we may still elect an Arb of any Claims if you try to assert in court any Claims on a class or representative basis.
  - h. Absent your and our written consent, no person may serve as Neutral for more than one Initial Arb and/or Group Arb.
  - i. You agree that Mass Claims Counsel will act for you and all Mass Claimants.
  - j. **The statute of limitations on any Claim you bring will not run from the time you file a proper Claim Notice until you are first allowed to start a lawsuit or Arb.**

**While this Q17 is designed to resolve Mass Claims fairly, quickly and efficiently, you understand that your Claim may not be selected for an Initial Arb or resolved in a Group Arb. You further understand that, in some cases, resolution of any Mass Claims you assert may be delayed by this Q17.**

**Q18. How must the Neutral limit costs and burdens on the parties? Through a number of actions.** To the extent possible, the Neutral must try to limit costs and burdens on the parties. Thus, absent good cause to the contrary, the Neutral must: (a) conduct document-only Arb, without oral argument or an in-person hearing; (b) allow the parties to introduce any needed testimony through excerpts from recorded depositions of party witnesses or affidavits; (c) for Mass Claims, allow each Side to introduce prior recorded live testimony from other Arb involving the Mass Claimants; (d) limit Mass Claimants from obtaining new and duplicative discovery from us by, among other things, allowing discovery obtained from us in any Arb of a Mass Claim to be used by all of the Mass Claimants in any other Arb or lawsuit between a Mass Claimant and us; (e) conduct any necessary hearing virtually or by conference call; (f) hold any in-person hearing at a place reasonably convenient to you and us; (g) follow expedited procedures; and (h) honor the Mass Claim provisions of this Clause, as set forth in Q17. Absent good cause to the contrary, a Process Neutral shall decide how to apply this Q18.

**Q19. What about appeals? Appeals are very limited.** Appeal rights under the FAA are very limited. Except for: (a) FAA appeal rights; and (b) Claims involving more than \$50,000 (including Claims for an order that could cost more than \$50,000 and Claims in a Group Arb that total more than \$50,000), the Neutral's award will be final and binding. For Claims involving more than \$50,000, either party may appeal the award to a three-Neutral panel selected per this Clause. The panel will revisit from the start any part of the initial award either party has appealed. The panel's decision will be final and binding except for any FAA appeal right. Any appropriate court may enter judgment upon the Neutral's (or panel's) award.

**Q20. Do Arb awards affect other disputes? Generally not.** You and we agree that no Arb award involving you will affect any issues or claims involving any other party. Also, no Arb award in another party's dispute will affect any Arb involving you. But, in a Mass Arb you or we may introduce the results of prior Arb solely to argue that the Mass Claims or our defenses are for an improper purpose. See Q23.

**Q21. Who bears Arb fees? The Arb Company, a Process Neutral or the Neutral in your Arb will decide.** The Arb Company, a Process Neutral or the Neutral in your Arb will decide each party's share of fees and costs for Arb. But, we will pay all Arb fees and costs required by law and all fees and costs we must pay to enforce this Clause.

**Q22. Will we cover your legal fees and costs? Sometimes.** If you win an Arb you start, we will pay your reasonable fees and costs for attorneys, experts and witnesses if required by law or the Arb Company Rules or if required to enforce this Clause. Fees we must bear will be decided by the Neutral based on the number of hours worked and standard rates. The Neutral will not limit his or her fee award because your Claim is for a small amount.

**Q23. Can the Neutral shift costs from one party to the other? Sometimes.** Unless it would conflict with law or make this Clause invalid:

- a. A party is entitled to its reasonable fees and costs if the other party brings or defends a Claim for any improper purpose, including to harass the injured party, cause unnecessary delay or increase costs to the injured party.
- b. At any time after the Claimant gives a Claim Notice (including before any Arb begins), either party may make a written offer to settle the Claim. If the settlement offer is rejected but the Neutral's award is no better to the rejecting party, then that party must bear its own legal and Arb fees and costs and pay all reasonable fees and costs and fees (not including attorneys' fees) incurred by the offering party after the settlement offer.
- c. The party who receives a settlement offer may only disclose it to support a claim for relief under Q23b or c.

**Q24. Can the parties get a written ruling? Yes.** Either party may request a written ruling within 14 days of the Neutral's decision. Upon such request, the Neutral will explain the ruling in writing.

**Q25. Are Arb confidential? Yes.** Except as otherwise provided by law, you and we agree to keep confidential all aspects of each Arb under this Clause, any confidential information produced in the Arb and any Arb award or decision. But, either party may disclose such information to the extent needed to pursue the Arb, to appeal or confirm any award or to get professional services. Any court filing to appeal or confirm an award must be made under seal. At either party's request, the Neutral shall enter an order protecting confidential information.

**Q26. Can you or we change the terms of this Clause? Yes, subject to certain limits.** You and we agree in writing to change any terms of this Clause at any time, before or after a dispute arises. Also, we may waive any rights or amend this Clause at any time without your consent, solely to give you more rights and/or less duties.