

## Consumer Credit Card Agreement

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## **Section 1: Your Agreement with Us**

This Consumer Credit Card Agreement (“CCCA”) governs your Truist Credit Card Account with Truist Bank (“Truist” or “Bank” or “we” or “us” or “our”); your contract with Truist is collectively comprised of and incorporates by reference this CCCA, the Truist Consumer Credit Card Terms and Disclosures, any rewards program terms and conditions, your application, Statements, change in terms notices, and the documents that accompany the delivery of your Card(s), including any of these that may be amended from time to time (collectively herein referred to as the “Agreement”).

The Agreement is effective upon the earlier of: (i) thirty (30) days after we open the Account and issue Card(s) to you or (ii) the first use of a Card or the Account by you or any Authorized User.

Unless otherwise specified, capitalized terms shall have the meanings ascribed to them within this CCCA.

### **Entire Agreement**

The Agreement constitutes the entire Agreement between you and Truist regarding the Account and supersedes any prior negotiation or understanding between you and Truist concerning the subject matter of the Agreement. The Agreement may be amended from time to time in accordance with applicable law and by any change in terms that Truist will deliver to you (in writing (including email), in a Statement, or via an update to Agreement terms that we publish at Truist.com).

Truist will issue and deliver the Card(s) to you. You are liable for all Transactions made through the use of the Account (including through use of a Card(s) associated with the Account) and any fees, interest charges, Balances, and other amounts associated with or due on the Account.

### **Communications Consent**

You expressly consent and agree that Truist and our affiliates, agents, assignees, and service providers may use written, electronic, or verbal means to contact you about the Cards and the Account. This consent includes, but is not limited to, contact by any of the following: manual calling methods, prerecorded or artificial voice messages, text messages, emails, or automatic telephone dialing systems.

You agree that Truist and our affiliates, agents, assignees, and service providers may use any email address or any telephone number you provide, now or in the future, including a number for a cellular phone or other wireless device, regardless of whether you incur charges as a result.

For any wireless (mobile phone) number you provide, you represent that you are the subscriber or are authorized to consent to these communications on behalf of the subscriber. You agree that Truist may monitor and record any telephone calls to assure the quality of our service or for other business reasons. You agree to advise us if your contact information changes.

Some of the legal purposes for calls and messages you may receive from Truist include: suspected fraud or identity theft; obtaining information related to the Account; Transactions or servicing of your Account; collecting on the Account; and providing information about services related to your Account.

## **Section 2: Your Account**

### **Account Use**

You agree that you and any Authorized User(s) will use the Account and each Card to make legal Transactions.

### **Authorized Users**

Each and every person you authorize to use a Card or the Account is an Authorized User. We may require certain information about the Authorized Users identified by you. To the extent allowed by applicable law, you are liable for all use of the Card(s) and the Account by each and every Authorized User and anyone else you or an Authorized User allows (directly or indirectly) to use the Card(s) or the Account. Using our sole discretion and without prior notice, we may limit the ability of any Authorized User to use the Card(s) or the Account. Each Cardholder is an Authorized User, but one does not need to be a Cardholder to be an Authorized User.

### **Illegal Transactions**

You or any Authorized User must not use or attempt to use the Card(s) or the Account for any illegal activity. It is not Truist’s responsibility to make sure you and any Authorized Users only use the Account for legal Transactions. You are responsible for paying for all Transactions made using the Card(s) and Account, plus any fees, interest charges, balances, and other amounts associated with or due on the Account, regardless of whether they are legal. Truist will not be liable if you or any Authorized User engages in an illegal Transaction or activity related to the Account. If any illegal use or activity occurs related to the Account, you also agree to waive any right to sue Truist for such illegal use or any activity directly or indirectly related to it; you also agree to indemnify and hold Truist harmless from any suits or other legal action or liability, directly or indirectly, resulting from such illegal use.

### **Truist Not Obligated to Authorize a Transaction**

Truist may decline to authorize any Transaction (or portion thereof) for any reason. Truist may also reject payment on any Convenience Check. Truist is not liable for any consequences as a result of these actions. Truist is also not responsible for any losses you incur if anyone refuses to accept your attempted use of the Account, a Balance Transfer request, Cash Advance, a Convenience Check, or a Card for any reason.

### **Credit Limits**

The Account will be assigned a revolving Credit Limit applicable to the collective use of the Account across all Card(s). We may also assign different credit limits for the different Transaction types you may make on the Account. You are responsible for keeping track of all Balances and available credit associated with the Account. You must manage the Account to remain below the Credit Limit and any other credit limit controls imposed on the Account.

Truist will assign a portion of the Credit Limit to be available for you to make Cash Advances; this is known as the Cash Advance Credit Limit for the Account.

This Cash Advance Credit Limit may be modified by the Bank from time to time in our sole discretion, based on a number of risk-based factors. Once assigned, you may only make Cash Advance Transactions up to the assigned Cash Advance Credit Limit. Although you may have credit available within your Cash Advance Credit Limit, Truist may choose in our sole discretion not to authorize such a Transaction.

Truist may allow you to exceed your assigned Credit Limit. If Truist allows you to exceed the Credit Limit, you may be required to pay, as part of the Minimum Payment, the entire amount by which your New Balance exceeds the Credit Limit.

### **Credit Limit Increases and Decreases**

From time to time, Truist may use our sole discretion to either increase or decrease the Credit Limit on your Account, without prior notice. We may also increase, decrease, restrict, or cancel the credit limit on any Transaction type at any time. This will not affect your obligation to pay us.

### **Convenience Checks**

You are obligated to pay Truist for each Convenience Check used to access the Account and that Truist honors. If Truist sends you Convenience Checks, all promotional terms applicable to a Convenience Check will be included in the promotional offer provided with the Convenience Check. Truist may refuse to issue Convenience Checks or refuse to authorize any Transaction involving the use of Convenience Checks. Once a Convenience Check has been processed, Truist will not be able to reverse the payment. You must take reasonable steps to prevent the Unauthorized Use of any Convenience Checks issued to you for use in connection with the Account. We may not honor a Convenience Check after the expiration of the promotional offer; these Convenience Checks will be returned as an unpaid item.

You will earn no rewards or other incentives of any kind on any Transaction made using a Convenience Check.

## **Section 3: Amendment**

### **Amendments and Change(s) in Terms**

Truist may add, delete, or change any term of the Agreement, unless we are prohibited by law from doing so. We will give you notice of any changes as required by law. Changes to the Agreement will be automatically effective on the date Truist specifies or provides an updated Agreement, except as otherwise provided in any change in terms notice Truist provides. Truist will send you notice in the manner and method (e.g., written communication or update to online Agreement) and timeframe required by law for the changes being made to your Account or the Agreement (or both).

Unless otherwise specified within the notice, you are bound by changes to the Agreement as of the date notice is given. The notice will describe any rights you have in connection with the changes to the Agreement; under certain circumstances, you may have a right to opt out of the changes described within the notice; however, in such a case, your Account may be suspended or terminated while you satisfy your Account obligations under the Agreement then in effect.

### **Governing Law**

The Agreement is binding between you and Truist. Except as expressly set forth in the Arbitration Provision of this CCCA, the Agreement and the interpretation and enforcement thereof (including but not limited to the exportation of interest rates) will be governed by federal law applicable to Truist and, to the extent not preempted by federal law, the laws of the state of North Carolina without regard to its conflicts of law provisions and principles. If any part of the Agreement is unenforceable, the remaining parts will remain in effect. You agree that all terms of the Agreement are material to the determination of interest. Truist accepts the Agreement in the state of North Carolina.

## **Section 4: Interest Charges**

You are obligated to pay for all Transactions made using the Card(s) and Account, plus all fees, interest charges, Balances, and other amounts associated with or due on the Account.

Transactions and the fees and interest charges associated with those Transactions will generally be listed in sequential order by posting date within the Statement(s) we send regarding use of the Account.

### **Calculating Interest Charges**

Annual Percentage Rate (APR) refers to the cost of your Account's credit as a yearly rate.

We use APRs to calculate the interest charges on your Account. Different APRs may apply to different Transaction types (e.g., Purchases, Balance Transfers, Cash Advances) and are disclosed to you on the Truist Consumer Credit Card Terms and Disclosures.

A variable APR is an APR that can change each Billing Cycle. We use the term "Prime Rate" to refer to the rate we add to the margin(s) we disclose when we calculate the variable APR applicable to each Transaction type for a Billing Cycle. The Prime Rate used to determine your APR is a variable rate and is the highest prime rate published in the online U.S. edition of The Wall Street Journal as of the first day of the month in which your Billing Cycle ends. If the Prime Rate changes, Truist will apply the new Prime Rate starting on the first day of the Billing Cycle in which the change occurs and will apply the new APR to both existing balances and any new Transactions made during that Billing Cycle. The APR will equal the Prime Rate plus your applicable margin. A margin is the percentage points that we add to the Prime Rate to calculate the APR.

In the event the Prime Rate is not published on the first day of the month in which your Billing Cycle ends, the Prime Rate published most recently prior to that date will be the effective Prime Rate. An increase or decrease in the Prime Rate will cause a corresponding increase or decrease in your variable APRs, the interest that you pay, and the amount of your Minimum Payment due. If the Prime Rate is no longer published or is not available, Truist, at our sole discretion, may substitute a new index and will notify you as required by applicable law. To obtain current information about changes to the Prime Rate, contact your local Truist branch or write: Truist Bank, P.O. Box 698, Wilson, NC 27894-0698, call 844-4TRUIST (844-487-8478), or visit Truist.com.

To calculate the Average Daily Balance: Truist adds the outstanding daily Balance (including new Transactions) and periodic interest charges, fees, and unpaid interest charges while deducting payments and credits; this is done for each Transaction type for each day in the Billing Cycle. We may make additional adjustments, as appropriate, subject to applicable law (e.g., when a Transaction is disputed). This gives us the daily Balance for each Transaction type. Truist then adds all of the daily Balances for each separate Transaction type on the Account for each day of the Billing Cycle and divides that total amount by the number of days in the Billing Cycle. This results in the Average Daily Balance for each Transaction type for the Billing Cycle.

To calculate the periodic interest charges on the Account: Truist first determines the Daily Periodic Rate (DPR) for each Transaction type by taking the applicable APR and dividing it by 365 (366 days during leap year). Truist then multiplies the DPR for each Transaction type by the Average Daily Balance within that Transaction type and the resulting figure by the number of days in the Billing Cycle (DPR x Average Daily Balance x # of days in Billing Cycle). We then total all of the interest charges for each Transaction type. This is the total interest charge for the Billing Cycle.

Certain Transaction types may have multiple APRs applicable to different Balances of the same Transaction type (e.g., when you have a Balance Transfer Balance subject to a promotional APR and one not subject to a promotional APR). We consider a credit balance as a balance of zero when calculating interest on that Balance. We add each new Purchase, Balance Transfer or Cash Advance, if applicable, to the daily balance on the date of the Transaction, or a later date of our choice.

We add a new Convenience Check to the daily balance on the date the payee deposits the check or a later date of our choice. We add fees on any of the following dates (at our sole discretion): (i) the date of the related Transaction, (ii) the date the Transaction is posted to your Account, or (iii) the last day of the Billing Cycle.

### **Grace Period**

You will not pay interest charges on new Purchases if you pay the Account's New Balance in full by the Due Date shown on the Statement. The Grace Period will remain in effect if you pay the Account's entire New Balance by the Statement Due Date each Billing Cycle. You will lose the Grace Period for the Account if you do not pay the entire New Balance in a given Billing Cycle.

To regain your Grace Period on your Account after you lose it, you must pay the entire New Balance by the Due Date for one (1) Billing Cycle. If you lose your Grace Period on Purchases for which the Grace Period previously applied, you will owe interest charges on all Balance(s). Interest on Purchases will begin to accrue from the last day of the Billing Cycle in which you failed to pay your New Balance in full. For all Transactions made on the Account after you lose your Grace Period, you will pay interest from the Transaction Date until you regain the Grace Period for Purchases.

Additional information about the Grace Period is detailed within the Truist Consumer Credit Card Terms and Disclosures.

### **Purchases**

If you pay the entire New Balance on the Statement in full and by the Due Date each Billing Cycle, you will have a Grace Period on any new Purchases that are reflected for the first time on the Account's current Statement. There is no interest charge on Purchases if the Grace Period is in effect; new Purchases will not be subject to an interest charge during any Billing Cycle in which the Grace Period applies.

If you revolve any Balance (i.e., do not pay your entire Account Balance in full by the Statement Due Date each Billing Cycle), all Transactions and Balances, including those for Purchases, will be charged interest from the date the Transaction(s) posted to your Account.

### **Cash Advances**

The following uses of a Card or the Account will be considered a Cash Advance Transaction: obtaining cash from an automated teller machine (ATM); receiving a Cash Advance via Card use at a bank or other terminal; overdraft protection transfer; or in any other way using a Card or the Account to obtain an item that Truist considers a cash-equivalent. The Cash Advance APR will apply to Transactions made using your Account for overdraft protection; however, you will not be charged the Cash Advance fee for these overdraft protection Transactions.

Cash Advances will be posted to the Account on the date Truist processes the Cash Advance; this date may be different from the Transaction Date (i.e., the date you made the Cash Advance). Cash Advance Balances will incur an interest charge from the Transaction Date. Cash Advances are also charged an applicable Cash Advance fee as disclosed within the Truist Consumer Credit Card Terms and Disclosures.

You will earn no rewards or other incentives of any kind on any Cash Advance.

Truist may establish an ATM Cash Advance daily limit and restrict the number of daily Transactions for Cash Advances allowed on the Account from time to time. You and any Authorized User(s) must abide by all applicable federal, state, and local laws and regulations as well as the terms, conditions, rules, and regulations established by Truist with respect to ATM use, as may be amended from time to time. You agree that charges imposed by third parties for use of their ATMs will also post to the Account as a Cash Advance.

### **Overdraft Protection Transfer**

An overdraft protection transfer is the credit Truist extends to you in the form of a loan from your Account to cover an overdraft on a deposit account that you designate at Truist. You must enroll in Truist overdraft protection to avail the Account of this feature.

If you elect to link an eligible Truist Consumer checking account, savings account, or money market account to the Account for overdraft protection (the "Protected Account"), funds will be transferred from the Account (the "Protector Account") into the Protected Account when checks, bill pay, or other debit transactions would cause the Protected Account to be overdrawn if those transactions are paid.

Transfers will be made in exact increments from the Protector Account to the Protected Account. We consider each of these Transactions an overdraft protection transfer.

If your Account does not have sufficient available credit to cover the entire amount of the overdraft on the Protected Account, we may make an overdraft protection transfer to pay individual debit items up to the amount of the Credit Limit available on the Account. We may also choose to not authorize an overdraft protection transfer at all.

### **Foreign Currency Exchange**

If you make a Transaction in a foreign currency using a Card or the Account, the applicable Card Association Networks will convert the Transaction amount into U.S. dollars. The Card Association Network will use its own currency conversion procedures; Truist does not perform this conversion and we do not adjust the currency exchange rate. The conversion rate in effect on the processing date and applied by the Card Association Network may differ from the rate in effect on the Transaction Date.

### **Balance Transfers**

All Balance Transfer requests are subject to the Agreement. For each Balance Transfer Transaction, we will charge the Balance Transfer APR and the Balance Transfer fee as detailed in your Truist Consumer Credit Card Terms and Disclosures. From time to time, we may offer a promotional APR for Balance Transfers; in these cases, we will provide the terms of the offer and the circumstances under which they will apply. All such promotional offers are subject to the terms of the Agreement unless we expressly state otherwise in the promotional offer. The minimum Balance Transfer amount is \$100.00. We may reject Balance Transfer requests when they are less than \$100.00.

You may not make a Balance Transfer using the Account to pay on any Truist loan (including other credit cards).

Balance Transfer requests will generally be processed in the order in which they are requested. We will not process a Balance Transfer unless you have sufficient available credit on the Account to cover each requested transfer in full (including any associated fee(s)). Balance Transfers requested at the time your Account is opened will be held for at least ten (10) days. It may take varying lengths of time (up to thirty (30) days) for Balance Transfers from your Truist

Account to be credited to the designated recipient account(s). Please continue to pay at least the Minimum Payment due on the designated recipient account until the Balance Transfer amount appears on the billing statement from that creditor(s). It is your responsibility to pay any remaining debt obligations on the designated recipient account(s).

You will pay interest on Balance Transfers from the date these Transactions post to the Account. You will earn no rewards or other incentives of any kind on any Balance Transfer.

If you revolve a Balance (i.e., do not pay your entire New Balance in full by the Statement Due Date each Billing Cycle), all Transactions and Balances, including Purchases, will be charged interest from the date they posted to your Account.

### **Promotional Offers and Their Balances**

Truist may from time to time offer you a promotional APR or promotional fee on certain Transaction types through promotional offers. If you accept a promotional offer, the resulting Balance will be subject to the terms of that specific promotional offer and the Agreement. Any terms of the promotional offer that differ from what has previously been disclosed to you in the Truist Consumer Credit Card Terms and Disclosures or the Agreement (such as the applicable APR, effective dates, and other special terms), including any applicable fees, will be detailed within the promotional offer materials.

### **Section 5: Additional Fees**

The conditions under which certain fees will apply to the Account are set forth below and in the Truist Consumer Credit Card Terms and Disclosures applicable to the Account. You will earn no rewards or other incentives of any kind on any fee you are charged, even if that fee posts to your Purchase Balance.

#### **Annual Fee**

If we assess an Annual Fee for the Account, this fee will initially be assessed on the first Billing Cycle; thereafter, this Annual Fee will be charged to your Account once each year (annually, approximately every 12 months). The Annual Fee is added to the Purchase Balance for the Account. If you close the Account before the annual anniversary date or have closed the account but still have a balance, you will not be assessed an Annual Fee for the Account. As applicable, the Annual Fee will be charged as detailed in your Truist Consumer Credit Card Terms and Disclosures.

#### **Balance Transfer Fee**

If a Balance Transfer posts to the Account, we will charge the Balance Transfer fee as detailed in your Truist Consumer Credit Card Terms and Disclosures.

#### **Cash Advance Fee**

If a Cash Advance posts to the Account, we will charge the Cash Advance fee as detailed in your Truist Consumer Credit Card Terms and Disclosures.

#### **Late Payment Fee**

If Truist does not receive at least the Minimum Payment by its Due Date as shown on your Statement, Truist will assess a Late Payment fee as detailed in your Truist Consumer Credit Card Terms and Disclosures; this fee will be assigned to the Purchase Balance.

#### **Foreign Transaction Fee**

If we assess a Foreign Transaction Fee for the Account and a Transaction posts to the Account that requires a foreign currency conversion by the Card Association Networks, we will assess a Foreign Transaction Fee as detailed in your Truist Consumer Credit Card Terms and Disclosures. This fee will be assigned to the Purchase Balance.

#### **Minimum Interest Charge**

If you incur Interest Charges in any Billing Period, a minimum Interest Charge may post to your Account (such minimum Interest Charge shown as "Minimum Interest Charge" on your Statement). As applicable, the Minimum Interest Charge will be charged as detailed in your Truist Consumer Credit Card Terms and Disclosures.

### **Section 6: Making Payments**

#### **Payment Instructions**

You may make payments on the Account in any of the following ways:

- At any Truist branch during normal business hours.
- By calling the Truist Contact Center at 844-4TRUIST (844-487-8478).
- By using Truist Online Banking or the Truist Mobile App.
- By mail at the address listed on the payment coupon within the Statement – please allow at least five (5) business days for delivery.

The payment date is the date that Truist receives the payment. Payments must be received by 11:59 pm ET to be credited same day. To ensure your payment is received and applied correctly, please follow these instructions.

- Payment must be in U.S. dollars, but not in cash unless the payment is made at a Truist branch.
- Payment must come from a U.S. deposit account or cashier's check drawn on a U.S. financial institution.
- Payment must not include restrictive language (e.g., "payment in full") or other language attached to the payment; (note: Truist may accept any payment with restrictive language without losing our rights).
- Payment cannot come from a credit account that Truist provides you (e.g., a Convenience Check, Cash Advance, or Balance Transfer made on this Account).
- Payment in a paper form (such as a check, money order, or cashier's check) must include the payment coupon from the Statement or have the Account number written on the payment.
- Payment that is mailed should be sent to the address listed on the payment coupon within the Statement.

Any failure to comply with these instructions may cause your payment to be delayed.

This delay may result in additional charges and possible suspension or closure (or all of these) of the Account.

In Truist's sole and reasonable discretion, we may accept payments on the Account from Authorized Users or other third-parties as well.

### **Making Payments and What Happens if You Pay Late**

Truist sends monthly Statements detailing Account activity for each Billing Cycle. You have the option of paying in full the New Balance shown on each Statement or paying in installments that at least equal the amount of the Minimum Payment as shown on the Statement.

If the New Balance is less than \$25.00, the Minimum Payment will be the same as the New Balance. Otherwise, the Minimum Payment will be the greater of: (i) \$25.00; or (ii) 2% of the New Balance; or (iii) 1% of the New Balance plus the collective sum of all interest charges and any Late Payment fee (with such collective amount rounded up to the nearest dollar) plus all past due amounts. If you pay more than the Minimum Payment, you still must make at least the Minimum Payment on subsequent Statements until you have fully paid what you owe to Truist related to the Account. You must pay in U.S. dollars in accordance with the payment instructions described within the Agreement.

### **How Truist Will Apply Payment**

Your Minimum Payment and any payments in excess of the Minimum Payment will generally be applied first to Balances with the highest APR and any remaining portion to the other Balances in descending order based on their APRs, unless Truist is required by applicable law to use a different payment application method in connection with a deferred interest or similar program. We may delay the availability of credit until we confirm that your payment has cleared.

### **Section 7: Account Closure, Default, Your Affirmative Obligations Termination/Closure/ Suspending the Account**

You may close your Account at any time. We may require you to provide a closure request in writing. You may cancel any Card at any time by calling the Truist Contact Center at 844-4TRUIST (844-487-8478), making the request in a branch, or through Truist Online Banking.

Except as otherwise required by applicable law, Truist has the right to terminate or suspend your ability to use the Account, any Card, or any feature on the Account at any time and for any reason, without notice. The Bank may also suspend, cancel, or close any and all Cards at any time and for any reason. Truist reserves the right to suspend, restrict, or terminate the ability for you, and any and all Authorized User(s) to earn or redeem rewards during any timeframe within which any Card or the Account is or was determined by Truist (in our sole and absolute discretion) to be not in Good Standing.

You will remain liable under the Agreement for all of the following that occur prior to termination of your Account: all Transactions made using the Account (including all Card(s)), plus any fees, interest charges, Balances, and other amounts associated with or due on the Account. If bankruptcy proceedings are instituted against you or you declare bankruptcy, you must inform Truist immediately and the Account is automatically terminated, without further notice.

In the event you are in Default, Truist has the immediate right to terminate your Account without notice and declare the unpaid portion of the New Balance and any annual membership fees and other charges immediately due and payable. The Agreement will otherwise remain in full force and effect until you pay all sums due Truist.

Immediately following the Account's closure, all Cards, Convenience Checks, and other means used to access your Account must be immediately destroyed or, if Truist requests, surrendered to us.

### **When the Account is in Default**

Subject to applicable law and any right(s) that you may have under that law, Truist may require immediate payment of your entire Account Balance and you will be in Default if any of the following occur:

- Any required payment is not made on or before the payment Due Date.
- You fail to pay any other obligation to Truist.
- You violate any terms of the Agreement.
- You violate any credit account or loan agreement (including a mortgage agreement) that you have with Truist.
- A payment on the Account cannot be processed before the Due Date.
- A payment on the Account is rejected and not successfully resubmitted before the Due Date.
- An attachment, garnishment, or bankruptcy proceeding is initiated against you.
- Truist reasonably believes (in our sole discretion) that your ability to pay the Account is materially impaired.
- You provide Truist with false, misleading, or fraudulent information (including a forged or false signature).
- You, any Cardholder, or Authorized User makes illegal or improper use of the Account.
- The Account or any Card is used after the Account has been closed.

### **Truist's Rights Upon Your Default**

You hereby agree that, if you are in Default, each and every of the following applies: (1) except as specifically addressed in the Mutual Arbitration Agreement provision of this Agreement, you agree that the total amount due on the Account shall include all costs, expenses, and reasonable attorneys' fees (including costs allocated for in-house counsel), legal proceedings, and bankruptcy and insolvency proceedings for the collections of sums due under the Agreement; (2) you further agree that the amount due on the Account shall include any liabilities, losses, demands, and judgments Truist is subject to or incurs related to your use of the Card or Account (including the use of any Card by any Authorized User); and (3) where required by state law, Truist will provide you with the applicable notice of your Default and your right to remedy your Default.

### **Your Affirmative Obligations to Truist**

You further acknowledge and agree that you shall immediately provide Truist with written notice of the following:

- Any change to your address, phone number, email, or other contact information
- Any change to your ability to pay or perform any obligations, liability, or indebtedness to Truist
- If you become insolvent or if bankruptcy or other insolvency proceedings are commenced by or against you
- Any entry of a judgment against you of a material nature or amount
- Any seizure or forfeiture of, or the issuance of any writ of possession, garnishment or attachment, or any turnover for any material property
- Any Account Holder dies or is legally declared mentally incompetent or incapacitated.

## **Section 8: Credit Inquiry and Confidential Information**

### **Credit Inquiries and Reporting**

Your eligibility for the extension of credit related to the Account as well as your initial interest rates, fees, and other costs related to the Agreement may vary based upon your creditworthiness. You authorize Truist to verify the information and obtain further information concerning your credit standing and to exchange credit information with others regarding the same. You authorize Truist to contact any source to verify income, employment, and creditworthiness as Truist deems necessary to maintain, review, update, renew, service, evaluate/change the credit limit of, or collect upon the Account and other permissible purposes as the law allows.

Truist 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 report. Truist may use organizations such as Experian, Equifax, TransUnion, or others to make credit-related inquiries.

If you dispute credit information Truist is reporting about you, please notify us by calling the Truist Contact Center at 844-4TRUIST (844-487-8478).

### **Confidential Information**

Confidential information includes information used in the performance of Truist's services in relation to the Agreement, and any reports or documents that include, summarize, are based on or refer to confidential information and all derivative works of any confidential information. Confidential information also includes Personal Information (i.e., Personally Identifiable Information or non-public information as defined herein). All confidential information remains the property of either party, as applicable. Each party to the Agreement may be a disclosing party or a receiving party hereunder. All software that Truist provides or makes available to you, whether owned by Truist or any third-party services provider, will be considered confidential information pursuant to the Agreement. You agree and hereby consent to your confidential information being shared with Truist's third party service providers and other such permitted parties for purposes of providing services on the Account and Authorized Users.

Information regarding the use of a Card or the Account by you or an Authorized User may be exchanged between you and Truist.



### **Authorized Disclosure**

Confidential Information may be disclosed if and only to the extent that disclosure is required by: (a) law, including subpoena, or judicial process; or (b) to the parties' respective personnel, state and federal regulators, and agents (such as third-party providers of the Bank) having a need to know such Confidential Information, in which case the Receiving Party may disclose the Confidential Information subject to the limitations set forth herein and shall, unless prohibited by law or a state or federal regulator, promptly notify the Disclosing Party in writing of the terms and circumstances of the disclosure and cooperate with any efforts to prevent or limit disclosure, except that Truist is not required to provide any notice to you where Truist is required to make such disclosure, in our sole and exclusive opinion, in the ordinary course of dealings with any state or federal regulator or court-issued subpoena or order. Truist is a state and federally regulated financial institution, and you acknowledge and agree that Truist may be required to cooperate in the course of an internal audit, and in dealings with any state or federal regulator. You will provide such cooperation, including cooperating with Truist's requests for information. You authorize Truist to release information regarding the Account to comply with any subpoena or other proper order from a state or federal agency or court. Truist may investigate your credit record from time to time in connection with the Account.

### **Privacy Information**

"Personally Identifiable Information" means information that identifies, relates to, describes, is capable of being associated with, or could reasonably be linked, directly or indirectly, with a particular person or household.

Truist may, to the extent and in the manner permitted by applicable law, communicate information about Truist's experiences and Transactions with you to credit bureaus, Truist's affiliates, and others who may properly receive that information. Truist will not share this information about you with third parties for marketing purposes. You may refer to Truist's Privacy statement for more details about how Truist collects, uses, retains, discloses, and safeguards personal information about any Cardholder related to the Account. A complete copy of the Truist Privacy Policy is available at [Truist.com](http://Truist.com) or by calling 844-4TRUIST (844-487-8478).

## **Section 9: Lost/Stolen Card and Liability for Unauthorized Use**

### **Lost/Stolen Card or Check**

You must take reasonable steps to prevent the Unauthorized Use of each and every Card, Convenience Check, or other credentials/devices used to access or obtain credit using the Account.

You agree to promptly notify Truist of any loss, theft, or alleged or actual Unauthorized Use of a Card or the Account by calling 844-4TRUIST (844-487-8478). Because of this requirement, Truist expects that you will regularly review the Statements associated with the Account to analyze Transactions and other charges that post to the Account and to confirm whether unauthorized Transactions have posted to the Account. You are further expected to ensure that each Authorized User is responsibly safeguarding the Card(s), Convenience Checks, and other credentials/devices used to access or obtain credit using the Account and reporting any loss, theft, or alleged or actual Unauthorized Use of the Card or Account.

### **Liability for Unauthorized Use**

To the extent allowed by applicable law, you are liable for all use of the Card(s) or the Account by each and every Authorized User(s) and anyone else you or an Authorized User allows (directly or indirectly) to use the Card(s) or the Account. You must ensure that you and any Authorized User(s) abide by all applicable federal, state, and local laws and regulations as well as the terms, conditions, rules, and regulations established by Truist with respect to use of the Account under the Agreement, as may be amended from time to time. If Unauthorized Use of the Account occurs, you agree to cooperate with Truist and law enforcement authorities in identifying the unauthorized user. All claims of alleged loss, theft, or Unauthorized Use of a Card or the Account are subject to investigation.

You will not be responsible for Transactions on your Account that we determine are Unauthorized Use.

## **Section 10: Additional Important Information**

### **Assignment**

Truist has the right to assign: (i) the Agreement and any of Truist's rights under the Agreement; (ii) the Account; and (iii) any amount you owe to Truist. This means Truist's rights and benefits under the Agreement and Account shall transfer (subject to the terms of the assignment) to Truist's successors and assigns, including any entity that acquires Truist or is created through a merger with Truist. Truist may assign our rights without your consent and without prior notice to you. You do not have the right to assign or transfer your Account, the Agreement, or your rights under the Agreement.

### **Truist's Enforceability of Our Rights**

Truist will not, for any reason, lose our rights under the Agreement because we delay in enforcing or exercising any of Truist's rights under the Agreement.

## Headings

The headings of provisions within the Agreement are included for convenience and do not define, limit, or enlarge the scope of the Agreement or any of its provisions.

## State Specific Disclosures

Important Information For:

- New Jersey Residents: All provisions of this Agreement are valid, enforceable, and applicable in New Jersey.

## Section 11: Military Lending Act

The Military Lending Act provides protections for certain members of the Armed Forces and their dependents ("Covered Borrowers"). The provisions of this section apply to Covered Borrowers under the Military Lending Act. If you would like more information about whether you are a Covered Borrower and whether this section applies to you, please contact us at 800-848-8372.

## Statement of MAPR

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%. This rate must include, as applicable to the credit transaction or account: (1) the costs associated with credit insurance premiums; (2) fees for ancillary products sold in connection with the credit transaction; (3) any application fee charged (other than certain application fees for specified credit transactions or accounts); and (4) any participation fee charged (other than certain participation fees for a credit card account).

## Oral Disclosures

To hear important Military Lending Act disclosures and payment information provided in this Agreement, please call 800-848-8372.

The Jury Trial Waiver, Litigation Class Action Waiver, and Mutual Arbitration Agreement set forth in this Agreement do not apply to Covered Borrowers under the Military Lending Act.

## Section 12: Mutual Arbitration Agreement

**READ THIS PROVISION CAREFULLY BECAUSE IT HAS A SUBSTANTIAL IMPACT ON HOW DISPUTES AND CLAIMS YOU AND WE HAVE AGAINST EACH OTHER ARE RESOLVED.**

**THIS ARBITRATION AGREEMENT DOES NOT APPLY IF, AS OF THE DATE OF THIS AGREEMENT, YOU ARE A COVERED BORROWER UNDER THE MILITARY LENDING ACT. IF YOU WOULD LIKE MORE INFORMATION ABOUT WHETHER YOU ARE COVERED BY THE MILITARY LENDING ACT, IN WHICH CASE THIS ARBITRATION PROVISION DOES NOT APPLY TO YOU, PLEASE CONTACT US AT 800-848-8372.**

For any Claim subject to arbitration, neither you nor we will have the right to: (1) have a court or a jury decide the Claim; (2) engage in information-gathering (discovery) to the same extent as in court; (3) participate in a class action in court or in arbitration; or (4) join or consolidate a Claim with claims of any other person. The right to appeal is more limited in arbitration than in court and other rights in court may be unavailable or limited in arbitration. Unless you choose to opt out of mutual arbitration in the manner and time specified below, you and we mutually agree that, if either party demands arbitration, the Parties will resolve any and all disputes between them exclusively through final, binding, and individual arbitration under the terms of this Mutual Arbitration Agreement, including its pre-arbitration dispute resolution process, instead of filing or proceeding with a lawsuit in court (except as otherwise provided below). However, this Mutual Arbitration Agreement does not cover disputes that, as a matter of law, may not be subject to pre-dispute arbitration agreements.

## Requirements to Arbitrate

Upon the demand of you or us, any Claim(s) will be resolved by individual (as opposed to class, consolidated, collective, or representative) binding arbitration under the terms specified in this Mutual Arbitration Agreement. A "Claim" subject to arbitration is any claim, cause of action, dispute, or controversy between you and us (other than an Excluded Claim or Proceeding as defined below), whether preexisting, present, or future, which arises out of or relates to the Account, the Agreement, any transaction conducted with us in connection with the Account or the Agreement, or any aspect of our relationship. "Claim" has the broadest possible meaning and includes initial claims, counterclaims, cross-claims, third-party claims, and federal, state, local, and administrative claims. It includes disputes based in contract, tort, consumer rights, fraud, and other intentional torts, a state or the federal Constitution, statute, regulation, ordinance, common law, and equity, and includes claims for money damages and injunctive or declaratory relief. "Claim" also includes disputes concerning the use or disclosure of information about you or us, as well as disputes concerning communications involving telephones, cell phones, automatic dialing systems, artificial or prerecorded voice messages, text messages, emails, or facsimile machines, such as alleged violations of the Telephone Consumer Protection Act and other statutes or regulations involving telemarketing.

### **Special Definition of “We,” “Us,” “Our,” and “Parties”**

Solely for purposes of this Mutual Arbitration Agreement, the terms “Truist,” “we,” “us,” “our,” and “Parties,” in addition to the meanings set forth in the Agreement, also refer to Truist Bank and its employees, agents, officers, directors, parents, controlling persons, subsidiaries, affiliates, predecessors, successors, and assigns. The “Parties” refers to both you and Truist. “We,” “us,” “our,” and “Parties” also apply to third parties if you or Truist assert a Claim against such third parties in connection with a Claim you assert against us or Truist asserts against you.

### **Claims and Proceedings**

Notwithstanding the foregoing, “Claim” does not include any individual action brought by you or us in small claims court or your state’s equivalent court, unless such action is transferred, removed, or appealed to a different court, or the matter is not brought on an individual basis (i.e., a class, consolidated, collective or representative basis). In addition, nothing in this Mutual Arbitration Agreement prevents you or us from exercising of any self-help rights. Any individual action in court by you or us that is limited to preventing the other party from using a self-help remedy and that does not involve a request for damages or monetary relief of any kind does not constitute a “Claim” that must be arbitrated. The institution and/or maintenance of any such right, action, or litigation shall not constitute a waiver of the right of either of the Parties to compel arbitration regarding any other dispute subject to arbitration pursuant to this Mutual Arbitration Agreement. Moreover, the term “Claim” also does not include any disagreement over the arbitrability of a dispute, whether a dispute can or must be arbitrated, or whether this Mutual Arbitration Agreement or any aspect thereof is unenforceable, or any dispute regarding the provisions labeled “Pre-Arbitration Dispute Resolution” or “Class, Consolidated, Collective, and/or Representative Action Waiver,” including whether they are unenforceable or have been breached; such disputes or issues must be decided only by a court of competent jurisdiction and not by an arbitrator or arbitration administrator.

### **Federal Arbitration Act**

Notwithstanding any choice of law or other provision in the Agreement, the Parties agree and acknowledge that this agreement evidences a transaction involving interstate commerce and that the Federal Arbitration Act (Title 9 of the United States Code) (“FAA”) shall govern its interpretation and enforcement and proceedings pursuant thereto. The Parties expressly agree that this Mutual Arbitration Agreement shall be governed by the FAA even in the event you and/or Truist are otherwise exempted from the FAA. If for whatever reason the rules and procedures of the FAA cannot apply, the state law governing arbitration agreements in the state in which you reside shall apply.

**Class, Consolidated, Collective, and/or Representative Action Waiver. The Parties mutually agree that if you or we elect to arbitrate a Claim, such Claim will be resolved in individual arbitration. The Parties further agree that, to the maximum extent allowable by law, they waive the right to have any Claim brought, heard, administered, resolved, or arbitrated as a class, consolidated, collective, or representative action, and an arbitrator shall not have any authority to hear or arbitrate any class, consolidated, collective, and/or representative action, or to award relief to or for the benefit of anyone but the individual Parties in arbitration.**

The Parties also waive the right to bring any claims for public injunctive relief or other non-individualized injunctive relief. This Class, Consolidated, Collective, and/or Representative Action Waiver does not prevent you or Truist from participating in a settlement of claims on a class-wide, consolidated, collective, or representative basis, to the extent you or we do not exercise a right to opt out of such settlement. If, after exhaustion of all appeals, any of these prohibitions on class, consolidated, collective, or representative claims or public or non-individualized injunctive relief is found to be unenforceable with respect to a particular claim or with respect to a particular request for relief (such as a request for injunctive relief), then the Parties agree that such a claim or request for relief shall be decided by a court after all other claims and requests for relief are arbitrated.

### **Arbitration Procedures**

- a) **Pre-Arbitration Dispute Resolution:** The Parties agree that good faith informal efforts to resolve a dispute often can result in a prompt, low-cost, and mutually beneficial outcome. As a result, before commencing arbitration, the Parties must engage in a good faith effort to resolve any Claim covered by this Mutual Arbitration Agreement by providing a written notice of dispute and participating in an informal dispute resolution conference. The party who wishes to assert a Claim must first give notice to the other party in writing of the intent to initiate arbitration (“Notice of Pre-Arbitration Dispute”). A Notice of Pre-Arbitration Dispute must contain the claimant’s name, telephone number, mailing address, and e-mail address, the Account number of any Account at issue, a factual description of the nature and basis of the dispute, including the basis and amount of any claimed damages, the amount that the claimant is seeking for resolution of the dispute, and the original personal signature of the party (a digital, electronic, copied, or facsimile signature is not sufficient) and, if the claimant is represented by counsel, a signed statement authorizing the other party to share information about the Account and the Claim with such counsel. After the Notice of Pre-Arbitration Dispute is provided, the Parties will engage in an informal dispute resolution conference by telephone or videoconference to discuss the Claim and see if a resolution can be reached. If either party is represented by counsel, that party’s counsel may participate in the conference, but both you and a Truist representative must personally participate in the conference unless you and we agree otherwise in writing. For the protection of your confidential Account information, multiple customers cannot participate in the same informal dispute resolution conference unless mutually agreed to by all Parties. The informal dispute resolution conference shall occur within sixty (60) days of receipt of the Notice of Pre-Arbitration

Dispute, unless an extension is mutually agreed to by the Parties. The Parties shall negotiate in good faith to select a mutually agreeable time. Nothing in this Mutual Arbitration Agreement shall prohibit the Parties from engaging in informal communication to resolve the initiating party's Claim at any time, including before the informal dispute resolution conference. Engaging in an informal dispute resolution conference is a requirement that must be fulfilled before commencing arbitration. The Parties agree that the statute of limitations shall be tolled between the period when a fully complete Notice of Pre-Arbitration Dispute Resolution is received and the completion of the informal dispute resolution conference. If you are initiating the Claim, the Notice of Pre-Arbitration Dispute must be clearly marked "Notice of Pre-Arbitration Dispute" and delivered to Truist Bank Legal Department, Attn: Notice of Pre-Arbitration Dispute, Mail Code 306-40-01-15, 1001 Semmes Avenue, Richmond, VA 23224. If we are initiating the Claim, we will send the Notice of Pre-Arbitration Dispute to the most recent address for you in our files. If any offers of settlement are discussed by the Parties, such information about the proposed settlement will not be disclosed in the arbitration. The Pre-Arbitration Dispute Resolution and informal dispute resolution conference requirements are essential in order to give the Parties a meaningful chance to resolve Claims informally. If any aspect of these requirements has not been met, the Parties agree that a court can enjoin the filing or prosecution of an arbitration, and, unless prohibited by law, no arbitration provider shall either accept or administer the arbitration or assess fees in connection with such an arbitration.

- b) After completion of the informal dispute resolution conference, if the Claim remains unresolved, either you or Truist may initiate arbitration by submitting a demand for arbitration to the arbitration administrator. The demand must include (1) the name, telephone number, mailing address, and e-mail address of the party seeking arbitration; (2) the Account number of any Account at issue; (3) a statement of the legal claims being asserted and the factual basis of those claims; (4) a description of the remedy sought and an accurate, good-faith calculation of the amount in controversy, enumerated in United States Dollars (any request for injunctive relief or attorneys' fees shall not count toward the calculation of the amount in controversy unless such injunctive relief seeks the payment of money); (5) the original personal signature of the party seeking arbitration (a digital, electronic, copied, or facsimile signature is not sufficient); and (6) the party's portion of the applicable filing fee. The party initiating arbitration must serve the demand on the other party via certified mail, return receipt requested, or hand delivery. If the party seeking arbitration is represented by counsel, counsel must also provide an original personal signature on the demand for arbitration (a digital, electronic, copied, or facsimile signature is not sufficient). Counsel must also provide a certification that, to the best of counsel's knowledge, information, and belief, formed after an inquiry reasonable under the circumstances, (1) the demand for arbitration is not being presented for any improper purpose, such as to harass, cause unnecessary delay, or needlessly increase the cost of dispute resolution; (2) the claims and other legal contentions are warranted by existing law or by a nonfrivolous argument for extending, modifying, or reversing existing law or for establishing new law; and (3) the factual contentions have evidentiary support, or if specifically so identified, will likely have evidentiary support after a reasonable opportunity for further investigation or discovery. Any demand for arbitration by you must be delivered to Truist Bank Legal Department, Attn: Arbitration Election, Mail Code:306-40-01-15, 1001 Semmes Avenue, Richmond, VA 23224, and any demand for arbitration by us must be sent to the most recent address for you in our files.
- c) Any arbitration hearing must take place in a venue reasonably convenient to you. If a party files a lawsuit in court asserting any Claim(s) that are subject to arbitration and the other party demands arbitration or files a motion to compel arbitration with the court which is granted, it will be the responsibility of the party bringing the Claim(s) to follow the pre-arbitration dispute resolution procedures and – if the dispute is not resolved - to commence the arbitration proceeding with an arbitration administrator in accordance with this Mutual Arbitration Agreement and the administrator's rules and procedures. Nothing in that litigation shall constitute a waiver of any rights under this Mutual Arbitration Agreement.
- d) The arbitration will be administered by JAMS, 18881 Von Karman Ave, Suite 350, Irvine, CA 92612, [www.jamsadr.com](http://www.jamsadr.com), 800-352-5267. The rules and forms of JAMS may be obtained by writing to JAMS at the address listed above or visiting their website. If JAMS cannot or will not administer the arbitration in accordance with this Mutual Arbitration Agreement, the Parties may agree upon another administrator, or if they are unable to agree, a court shall determine the administrator. No company may serve as administrator, if it fails to abide by the terms of this Mutual Arbitration Agreement unless all Parties otherwise consent. The arbitration will proceed in accordance with this Mutual Arbitration Agreement and the administrator's rules and procedures in effect at the time of commencement of the arbitration, including any streamlined or expedited arbitration rules, but in the event of a conflict between the two, the provisions of this Mutual Arbitration Agreement shall supersede any and all conflicting arbitration administrator's rules or procedures. To the extent there is a dispute over which arbitration provider shall administer the arbitration, only a court (and not an arbitrator or arbitration administrator) can resolve that dispute, and the arbitration shall be stayed until the court resolves that dispute.
- e) In addition to all other requirements in this Mutual Arbitration Agreement, the following provisions shall apply to all arbitrations between the Parties: (1) Truist and you shall equally share filing fees and other similar and usual administrative costs unless otherwise provided by the rules of the administrator. Truist shall pay any costs that are uniquely associated with arbitration, such as payment of the arbitrator's fees and room rental; (2) both Parties agree not to oppose or interfere with any negotiations or agreements between the other Party and the arbitration administrator relating to a party's portion of the fees. The arbitrator, however, may disallow any private

agreement between an administrator, on the one hand, and the negotiating party, on the other hand, if the arbitrator believes that the private agreement undermines his or her neutrality as arbitrator; (3) the arbitrator may issue orders (including subpoenas to third parties) allowing the Parties to conduct discovery sufficient to allow each party to prepare that party's claims and/or defenses, taking into consideration that arbitration is designed to be a speedy and efficient method for resolving disputes; (4) except as provided in the Class, Consolidated, Collective, and/or Representative Action Waiver, the arbitrator may award all remedies to which a party is entitled under applicable law and which would otherwise be available in a court of law, under the circumstances (including statutory awards of attorneys' and expert witness fees and punitive damages) but shall not be empowered to award any remedies that would not have been available in a court of law for the claims presented in arbitration. The arbitrator shall apply state or federal substantive law, or both, as is applicable; (5) the arbitrator may hear motions to dismiss and/or motions for summary judgment; (6) the arbitrator's decision or award shall be in writing with findings of fact and conclusions of law; (7) any finding that a claim or counterclaim violates the standards set forth in Federal Rule of Civil Procedure 11 shall entitle the other party to recover attorneys' fees, costs, and expenses associated with defending against the claim or counterclaim; (8) either Truist or you may apply to a court of competent jurisdiction for temporary or preliminary injunctive relief on the ground that without such relief the arbitration may be rendered ineffectual; (9) under no circumstances is an arbitrator or court bound by decisions reached in separate arbitrations involving different parties; (10) the arbitrator shall honor all evidentiary privileges recognized by applicable law, including the attorney-client privilege and attorney work product doctrine; and (11) if at any time the arbitrator or arbitration administrator fails to enforce the terms of this Mutual Arbitration Agreement, either party may seek to enjoin the arbitration proceeding in a court of competent jurisdiction, and the arbitration shall automatically be stayed pending the outcome of that proceeding.

- f) A single arbitrator will be selected in accordance with the rules of the administrator, and unless you and Truist agree otherwise, must be a practicing attorney with ten or more years of experience or a retired judge. Except as specifically stated herein, the arbitrator will not be bound by judicial rules of procedure and evidence that would apply in a court, or by state or local laws that relate to arbitration provisions or proceedings. A judgment on the award may be entered by any court having jurisdiction.

**Survival and Severability.** This Mutual Arbitration Agreement shall survive the closing of your Account and the termination of any relationship between us, including the termination of the Agreement. Except as specified in the Class, Consolidated, Collective, and/or Representative Action Waiver, if any portion of this Mutual Arbitration Agreement is found unenforceable, it shall be severed from the Mutual Arbitration Agreement such that the remainder of this Mutual Arbitration Agreement shall be enforceable to the fullest extent permitted by law. A determination that this Mutual Arbitration Agreement is unenforceable or void in its entirety shall have no effect on the validity or enforceability of any other arbitration agreement between or applicable to the Parties.

**Effect of Arbitration Award.** The arbitrator's award shall be final and binding on all Parties, except for any right of appeal provided by the FAA. However, if the amount of the Claim exceeds \$250,000 or involves a request for injunctive or declaratory relief that could foreseeably involve a cost or benefit to either party exceeding \$250,000, any party can, within thirty (30) days after the entry of the award by the arbitrator, appeal the award to a three-arbitrator panel administered by the Administrator. The panel shall reconsider anew any aspect of the initial award requested by the appealing party. The decision of the panel shall be by majority vote. Reference in this Mutual Arbitration Agreement to "the arbitrator" shall mean the panel if an appeal of the arbitrator's decision has been taken. Any filing fees and other similar and usual administrative costs of such an appeal will be borne by the Party taking the appeal subject to a reallocation of the arbitrator panel as justice requires. Any final decision of the appeal panel is subject to judicial review only as provided under the FAA. No arbitration award involving the Parties will have any preclusive effect as to issues or claims in any dispute involving anyone who is not a party to the arbitration, nor will an arbitration award in prior disputes involving other parties have preclusive effect in an arbitration between the Parties to this agreement.

**Right to Opt Out (New Accounts) – Please Read.** You may opt out of this Mutual Arbitration Agreement within thirty (30) days of opening your Account. In order to opt out, you, and only you personally, must notify Truist of your intention to opt out by submitting to Truist, via certified mail or by overnight carrier mail, return receipt requested, to Truist Bank Legal Department, Attn: Arbitration Opt Out, Mail Code 306-40-01-15, 1001 Semmes Avenue, Richmond, VA 23224, a written notice stating that you are opting out of this Mutual Arbitration Agreement. This written notice must be signed by you, and not any attorney, agent, or other representative of yours and include your name, address, Account name, and Account number. In order to be effective, your optout notice must be received by Truist within thirty (30) days of opening your Account. This is the sole and only method by which you can opt-out of this Mutual Arbitration Agreement and any attempt to reject this Mutual Arbitration Agreement by any other person or through any other method or form of notice, including the filing of a lawsuit, will be ineffective. You agree that your opt-out of this Mutual Arbitration Agreement shall not be imputed to any other person or entity or be deemed to be a rejection of this Mutual Arbitration Agreement by any person or entity other than you. Your opt-out of this Mutual Arbitration Agreement shall not eliminate the obligation of other persons or entities who wish to reject this Mutual Arbitration Agreement to personally comply with the notice and time requirements of this paragraph. If you opt out as provided in this subparagraph, you will not be subject to any adverse action as a consequence of that decision and may pursue available legal remedies without regard to this Mutual Arbitration Agreement. If Truist does not receive proper notice of a timely opt out, you are agreeing to the terms of this Mutual Arbitration Agreement.

- a) You may only opt out on behalf of yourself. A written notice submitted to Truist indicating your intention to opt out may apply, at most, to you. You (and your agent or representative) may not effectuate an opt-out on behalf of other individuals.
- b) Your decision to opt out of this Mutual Arbitration Agreement will not relieve you of any obligation to arbitrate disputes that might arise under any other Account or agreement with Truist that contains an arbitration provision to which you may be bound as a customer. Similarly, your decision to opt out of another arbitration provision contained in any other Account or agreement shall not relieve you of your obligation to arbitrate disputes pursuant to this Mutual Arbitration Agreement.

**Impact on Pending Litigation.** This Mutual Arbitration Agreement shall not affect your existing rights with respect to any litigation between Truist and you that is pending in a state or federal court or arbitration as of the date of this Mutual Arbitration Agreement. However, if on such date you were bound by an existing arbitration agreement with Truist then that agreement shall continue to apply.

**Right to Consult with an Attorney.** You have the right to consult with private counsel of your choice, at your own expense, with respect to any aspect of, or any Claim that may be subject to, this Mutual Arbitration Agreement.

#### **JURY TRIAL WAIVER**

UNLESS YOU ARE A COVERED BORROWER UNDER THE MILITARY LENDING ACT AND TO THE EXTENT PERMITTED BY APPLICABLE LAW, FOR ANY MATTERS NOT SUBMITTED TO ARBITRATION, YOU AND TRUIST HEREBY KNOWINGLY, VOLUNTARILY, INTENTIONALLY AND IRREVOCABLY WAIVE THE RIGHT TO A TRIAL BY JURY IN RESPECT TO ANY LITIGATION ARISING OUT OF THE AGREEMENT, RELATING TO THE ACCOUNT, OR ANY OTHER DISPUTE OR CONTROVERSY BETWEEN YOU AND US OR ANY OF TRUIST'S EMPLOYEES, OFFICERS, DIRECTORS, PARENTS, CONTROLLING PERSONS, SUBSIDIARIES, AFFILIATES, SUCCESSORS, AND ASSIGNS.

#### **LITIGATION CLASS ACTION WAIVER**

UNLESS YOU ARE A COVERED BORROWER UNDER THE MILITARY LENDING ACT AND TO THE EXTENT PERMITTED BY APPLICABLE LAW, FOR ANY MATTERS NOT SUBMITTED TO ARBITRATION, YOU AND TRUIST HEREBY AGREE THAT ANY LITIGATION ARISING OUT OF THE AGREEMENT, RELATING TO THE ACCOUNT, OR ANY OTHER DISPUTE OR CONTROVERSY BETWEEN YOU AND US OR ANY OF TRUIST'S EMPLOYEES, OFFICERS, DIRECTORS, PARENTS, CONTROLLING PERSONS, SUBSIDIARIES, AFFILIATES, SUCCESSORS, AND ASSIGNS WILL PROCEED ON AN INDIVIDUAL BASIS AND WILL NOT PROCEED AS PART OF A CLASS ACTION, COLLECTIVE ACTION, PRIVATE ATTORNEY GENERAL ACTION OR OTHER REPRESENTATIVE ACTION AND YOU AND TRUIST HEREBY KNOWINGLY, VOLUNTARILY, INTENTIONALLY AND IRREVOCABLY WAIVE ANY RIGHT TO PROCEED IN A CLASS ACTION, COLLECTIVE ACTION, PRIVATE ATTORNEY GENERAL ACTION OR OTHER REPRESENTATIVE ACTION OR TO SERVE AS A CLASS REPRESENTATIVE.

### **Section 13: Your Billing Rights**

Keep this notice for future use. It informs You about your rights and Truist's 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 Truist at:

- Truist Bank  
Card Services, P.O. Box 200, Wilson, NC 27893

In your letter, give Truist the following information:

- Account information: Your name and Account number
- Dollar amount: The amount of the suspected error
- Description of problem: If you think there is an error on your Statement, describe what you believe is wrong and why you believe it is a mistake.

You must contact Truist:

- Within sixty (60) days after the error appeared on your statement.
- At least three (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 Truist of any potential errors in writing. You may also call Truist, but Truist is not required to investigate any potential errors and you may have to pay the amount in question unless you provide written notice of the suspected error.

#### **What will happen after Truist receives your letter**

When Truist receives your letter, Truist must do two (2) things:

- Within thirty (30) days of receiving your letter, Truist must inform you that Truist received your letter; Truist will also inform you if Truist has already corrected the error.
- Within ninety (90) days after receiving your letter, Truist must either correct the error or explain to you why Truist believes the bill is correct.

While Truist investigates whether or not there has been an error:

- Truist may not (1) attempt to collect the amount in question or (2) report you as delinquent on that amount;
- The charge in question may remain on your Statement, and Truist 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; and
- Truist may apply any unpaid amount against your Credit Limit.

After Truist finishes the investigation, one of two things will happen:

- If Truist made a mistake, you will not have to pay the amount in question or any interest or other fees related to that amount; or
- If Truist does not believe there was a mistake, you will have to pay the amount in question, along with applicable interest and fees; Truist will send you a statement of the amount you owe and the date payment is due; and Truist may then report you as delinquent if you do not pay the amount Truist states that you owe.

If you receive Truist's explanation but still believe your bill is wrong, you must write to Truist within ten (10) days telling Truist that you still refuse to pay. If you do so, Truist cannot report you as delinquent without also reporting that you are questioning your bill. Truist must tell you the name of anyone to whom Truist reported you as delinquent, and Truist must let those organizations know when the matter has been settled between Truist and you.

If Truist does not follow all of the rules above, you do not have to pay the first \$50.00 of the amount you question even if your bill is correct.

#### **Your rights if you are dissatisfied with a Purchase**

If you are dissatisfied with the goods or services that you Purchase with your Card/ Account, 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:

- 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 \$50.00. (Note: Neither of these conditions applies if your Purchase was based on an advertisement Truist mailed to you, or if Truist owns the company that sold you the goods or services.)
- You must have used your Card for the Purchase. Purchases made with cash advances from an ATM or with a check that accesses your Account do not qualify.
- 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 Truist in writing at:

- Truist Bank  
Card Services, P.O. Box 200, Wilson, NC 27893
- While Truist investigates, the same rules apply to the disputed amount as discussed above. After Truist finishes the investigation, Truist will tell you our decision. At that point, if Truist thinks you owe an amount and you do not pay, we may report you as delinquent.

#### **Section 14: Definitions**

**Account:** Your Consumer Credit Card Account for which Truist is the credit card issuer; this includes all related Card(s) used to access the Consumer Credit Card Account credit. An Account with multiple Account Holders may be referred to as a Joint Account. Joint Account Holders are joint and severally liable for the Account.

**Authorized User:** Any person you authorize to use a Card or the Account. Every Cardholder is an Authorized User.

**Balance:** Each Transaction, fee, interest charge, or other charge associated with the Account is assigned to a specific Transaction type; the sum of all Transactions in a Transaction type is referred to as the Balance for that Transaction type (e.g., the Balance on Purchases). The Balance for each Transaction type includes Transactions that you, any Cardholder, and Authorized User make as well as interest and fees that Truist assesses on those Transactions. We will assign fees that we assess on a specific Transaction type to the Balance for that Transaction type (e.g., a Balance Transfer fee on a Balance Transfer). Fees that are not specific to a given Transaction type (e.g., Late Payment Fee) are assigned to the Balance on Purchases.

**Balance Transfer:** A Transaction wherein a balance is transferred from another creditor to the Account.

**Bank, Truist, we, us, and our:** Mean Truist Bank, its agents, authorized representatives, successors, and assignees.

**Billing Cycle:** The period of time reflected on a Statement. The length of this period may vary but is typically approximately thirty (30) days. Your Account will have a Billing Cycle even if no Statement is required.

**Consumer Credit Card Terms and Disclosures:** This disclosure document provides rates, costs, and fees information for the Account and is included in your new credit card mailer.

**Card:** Each and every Truist Consumer Credit Card including physical credit card(s), 16-digit number(s) linked to the Account, virtual card(s), or any other evolutionary device(s) that you or an Authorized User can use to access the Account to obtain credit.

**Card Association Network:** A network of merchants, issuing banks, and acquiring banks that process payment cards in relation to Transactions. Visa USA Inc. ("Visa") and Mastercard International Incorporated ("Mastercard") are examples of established Card Association Networks.

**Cardholder:** Any individual who is identified by the Account Holder to be issued a Card associated with the Account and is thereby expressly authorized to use that Card and the Account to make Transactions.

**Cash Advance:** A loan using the Account to obtain cash or things we consider cash-equivalents (e.g., wire transfers, cryptocurrency, travelers' checks, ATM withdrawals, overdraft protection, money orders, foreign currency, lottery tickets, or gambling chips or wagers). Truist does not determine the Merchant Category Codes (MCC) assigned to cash-equivalent Transactions; the respective Card Association Networks do. Truist is dependent on the MCC codes provided by the applicable Card Association Networks when determining whether a Transaction is a Cash Advance; certain Transactions, including the purchase of quasi-cash items and peer-to-peer transfers, may also be categorized by the Card Association Network using a Cash Advance MCC.

**Convenience Check:** This is a check that Truist may provide to you. The check can be used to access the Account to make a Transaction.

**Credit Limit:** This is the total dollar amount of credit we assign to the Account for you to access to make Transactions associated with the Account.

**Default:** Any failure by you to maintain the payment obligations related to the Agreement/the Account or any failure by you to comply with the terms of the Agreement. See also "When the Account is in Default" section.

**Due Date:** The date by which Truist must receive at least the Minimum Payment on a Statement for the payment to be deemed on time. Truist must receive your payment by 11:59 pm ET on the Due Date stated in your Statement. Your Due Date will occur on the same calendar day of each month. It will be at least 21 days after the date Truist mails your Statement and at least 25 days after the end of your most recently concluded Billing Cycle.

**Good Standing:** This generally means that the Account is not in Default and you are in full compliance with the terms of the Agreement; the Bank, using its sole and absolute discretion, determines whether the Account is in Good Standing.

**Grace Period:** The time period during which you may avoid paying interest on

**Purchases.** There is no Grace Period for Balance Transfers, Cash Advances, or overdraft protection transfers.

**Late Payment:** When you fail to make a payment to Truist by the Due Date in an amount that is at least that of the Minimum Payment.

**Minimum Payment:** This is the lowest amount you must pay each month to help keep the Account in Good Standing; this payment amount is reflected on the Statement for the Account.

**New Balance:** The total amount owed for the Account, including all Transactions, Balances, accrued fees, interest charges, and other amounts associated with and due on the Account as of the closing date on a given Statement.

**Purchase:** Credit that Truist extends to you when you, a Cardholder, or an Authorized User use a Card or the Account to purchase goods, labor, insurance, or services at or through participating merchants.

**Statement:** The document Truist typically sends (or makes available online) to you at the end of a Billing Cycle; we may not be required to send or make available to you a Statement for every Billing Cycle. The Statement includes the Transactions, fees, and interest charges that occurred during that Billing Cycle; the total Balance that you owe the Bank; the Minimum Payment that must be paid; the Due Date for the Minimum Payment; and other important information related to the Account.

**Transaction:** This refers to an authorization request, Purchase, Balance Transfer, Cash Advance, overdraft protection transfer, cash-equivalent Transactions, deposit, payment, refund, account inquiry, or other transaction that is or was: (i) initiated using your Card or the Account and (ii) processed (or submitted for processing) via a Card Association Network.

**Transaction Date:** For Purchases, Cash Advances, Balance Transfers, and overdraft protection transfers, this is the date the Transaction is made. For Convenience Checks, this is the date that Truist processes the check. The Transaction Date for every Transaction is listed on your Statement.



**Unauthorized Use:** This is the use of a Card or the Account (in any way) by a person who is not you, a Cardholder, or an Authorized User, and who does not have actual, implied, or apparent authority for such use, and from which you, a Cardholder, or Authorized User received no benefit, directly or indirectly.

**You, Your, you, your, and Account Holder:** The individual(s) contractually liable for the Account under the Agreement or otherwise responsible for complying with the Agreement. Joint Account Holders are joint and severally liable for the Account.

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