

Online Servicing Agreement

This Online Servicing Agreement ("Agreement") includes important terms, conditions and limitations. Your access and use of the Service constitutes your acceptance of the following terms. Please read this Agreement and keep it in a safe place.

E-SIGN DISCLOSURE AND CONSENT FOR ELECTRONIC COMMUNICATIONS

Scope of Electronic Communications and Your Consent. This E-SIGN Disclosure and Consent for Electronic Communications (this "E-SIGN Disclosure and Consent") applies to any information we may provide to you in electronic format regarding your Account and the Service ("Communications"), including information that the Bank or Service Providers are required to provide to you in writing. Communications may also include, but are not limited to:

- This Agreement (and modifications thereto)
- Account agreements (and modification thereto)
- Account statements
- Electronic fund transfers
- Other Notices (including Privacy Notices)
- Rewards terms
- Transaction history
- Legal and regulatory notices and disclosures

Such electronically-provided information will be considered "in writing."

Method of Providing Electronic Communications. All Communications we provide to you in electronic form may be, to the extent permissible by law, provided by one or more of the following methods:

- 1) By e-mail;
- 2) By access to a website, including mobile websites, that:
 - we designate in an email notice;
 - we designate in advance for such purposes; and
 - we otherwise make available to you;
- 3) By mobile device/application(s);
- 4) By requesting you print or download:
 - A website page presented in HTML or other format, which format you have confirmed or demonstrated you can read and save or print; or
 - A file presented in Portable Document Format (PDF), which format you have confirmed or demonstrated you can read and save or print.

Keeping Your Information Updated. It is your responsibility to provide us with accurate and complete e-mail address, contact and other information related to your Account and the Service. It is also your responsibility to maintain and promptly update any changes to this information. To the extent permitted by the Service, you can update this information (such as email address) via the Service or other methods we provide to you. You can also update Account information by calling the phone number on the back of your credit card. You may be required to update such information both within the Service, as well as separately with the Bank.

Hardware and Software Requirements. You are responsible for obtaining, installing, maintaining and operating all software, hardware or other equipment (collectively, "Systems") necessary for you to access and use the Service. This responsibility includes, without limitation, your utilizing up to date web-browsers and access devices and the best commercially available encryption, antivirus, anti-spyware, and internet security software. To receive and retain electronic Communications from us, you must have the following equipment and software:

- A computer or mobile device with a web browser and/or operating system that meets our device and browser requirements (the most recent versions (6 month after official release) of Microsoft Internet

Explorer, Mozilla Firefox, Edge, Chrome, and Safari or the previous version of each, supporting and using Java, SSL3 (Secure Socket Layer), and 128-bit encryption);

- An internet service connection;
- Local, electronic storage capacity to retain our Communications and/or a printer to print them;
- A valid email account and software to access it;
- Software that enables you to view and print or save files in the Portable Document Format (PDF). If you can read and print or save this Agreement (including this E-Sign Disclosure and Consent) which is presented in a PDF format, you have the hardware and software necessary to access, view and print or save Communications we may provide in PDF.
- Software that enables you to view and print or save content presented in HTML format or other format which you have confirmed or demonstrated you can read and save or print. Most internet browsers provide a method of printing the material you view on your monitor.

Obtaining Paper Copies. Generally, you should not expect to receive a paper copy of any Communication, including of this Agreement or Service notices, unless you request it or we otherwise deem it appropriate to provide it. To the extent you have not designated your preference for electronic Bank Communications, the Bank will provide you paper copies to the extent required by law. You should print or save a copy of Communications for your records. You can obtain a paper copy of the Communications by printing it yourself when presented through the Service or, for Bank Communications (excluding this Agreement), at no charge, by requesting that Bank mail you a paper copy by calling the phone number on the back of your credit card. We reserve the right, but assume no obligation (unless you withdraw your consent), to provide a paper (instead of electronic) copy of any Communication that you have authorized us to provide electronically.

Termination/Changes to Electronic Communication Services. We reserve the right, in our sole discretion, to discontinue the provision of your Communications, or to terminate or change the terms on which we provide Communications. We will provide you with notice of any such termination or change as required by law. Any such changes will generally be effective immediately unless otherwise required by applicable law. In such instances, those changes will be effective as soon thereafter as permitted by law. If you do not agree to the changes, you will be unable to use the Service.

Interstate Commerce Acknowledgement. You acknowledge and agree that your consent to receive Communications electronically is being provided in connection with a transaction affecting interstate commerce that is subject to the federal Electronic Signatures in Global and National Commerce Act (the "E-SIGN Act"), and that you and we both intend that the Act apply to the fullest extent possible to validate our ability to conduct business with you by electronic means.

Acceptance and Consent to Electronic Communications. By indicating your acceptance of this Agreement (including this E-Sign Disclosure and Consent), you agree to these terms and you thereby give the Bank and Service Providers your affirmative consent to provide the Communications to you in electronic format as described in this E-Sign Disclosure and Consent. In addition, you agree that you have the ability to read and save or print this Agreement including the E-Sign Disclosure.

Service Notices. You agree that by using the Service, all notices or other information which we may be required to give you arising from our obligations under this Agreement or the Service may be sent to you as a Communication to any electronic mailbox we have for you, or at our option, another electronic mail address you provide to us, through your access to the Service, or in any other manner permitted by law. For clarity, this paragraph does not apply to statements and notices required to be provided to you in writing in relation to your Account. See below.

Account Statements. Account statements may be provided to you as a Communication through the Service if you enroll in the electronic Account statements option. If you enroll in electronic statements and opt to receive email alerts, we will send you a notification email when your statement is ready. You will be able view your statement by logging into the Service. You may request copies of older statements by contacting Bank.

Your Account statement includes important Account information, such as your minimum payment due and your due date. Please check your statement regularly.

Limitation of Liability for Non-Delivery of Service Alerts. You agree that we are not liable for any delays, failure to deliver, or misdirected delivery of any Service alert or notification email. If you are enrolled in electronic Account Statements and do not receive a notification email, it is your responsibility to access the Service or call the Bank to obtain a copy of your statement. You are responsible for ensuring timely payment of all amounts due on your Account. If while being enrolled in electronic statements you are unable to view copies of your statement, it is your responsibility to contact Bank immediately and request paper statements.

Other Account Notices. Other notices required to be provided to you in writing in relation to your Account may be provided to you as a Communication through the Service if you enroll in such option. Such other notices include, for example, the Bank's privacy notice as required by the Gramm-Leach-Bliley Act and changes in terms.

Withdrawal of Consent to Electronic Communications. You may withdraw your consent to receive Account Communications electronically by calling the phone number on the back of your credit card or by modifying your preferences within the Service. You may withdraw your consent to receive other Service-related Communications electronically by un-enrolling from the Service. Simply discontinuing your use of the Service will not require us to send you non-electronic communications.

If you withdraw your consent to receive Account Communications electronically, you may be unable to use certain functions of the Service. If you withdraw your consent to receive Service-related Communications electronically, you will be unable to use the Service in its entirety. Any withdrawal of your consent to receive Communications will be effective only after we have a reasonable period of time to process your withdrawal.

GENERAL TERMS

Acceptance of the Agreement and Changes. Your acceptance of the Agreement on one Access Device constitutes your acceptance on all Access Devices you use. For example, if you view and accept this Agreement on a mobile device, the terms of this Agreement will apply to the Service and electronic documents accessed on a traditional computer (or vice versa).

Additionally, by viewing and accepting this Agreement on any Access Device, you are reasonably demonstrating your ability to access the Service and view electronic documents in the format that the services are provided on that Access Device and all subsequent Access Devices. If you change Access Devices (or use multiple Access Devices), it is your responsibility to ensure that the new Access Device meets the applicable system requirements and that you are still able to access the Service and view electronic documents on the subsequent Access Device.

We may amend or change this Agreement from time to time, in our sole discretion and without prior notice, unless otherwise required by law. To the extent such change results in changes to fees or service charges, we will provide you notice prior to charging you such fees or service charges. We may post the updated Agreement terms on the sites within the Service.

Please access and review this Agreement regularly. If you find the Agreement unacceptable to you at any time, please discontinue your use of the Service. Your use of the Service after we have made such changes available will be considered your agreement to the change.

Access Credentials. The login name, password(s), and any other information used to access the Service are "Access Credentials." We may change the Access Credentials requirements at our option and without prior notice to you. If we do so, you will be required to update your Access Credentials the next time you access the Service.

You agree to protect your Access Credentials and keep them confidential. This will help prevent unauthorized access to your Accounts and the Service.

The loss, theft, or unauthorized use of your Access Credentials could:

- Cause you to lose some or all of the money in any linked Accounts;
- Cause you to incur debt due to draws on your loan Account(s);
- Cause you to lose some or all of your rewards points; and
- Permit unauthorized persons to gain access to your sensitive personal and Account information and to use that information for fraudulent purposes, including identity theft.

After access to the Service has been granted based upon your Access Credentials, we are entitled to act on instructions received through the Service. You agree that the use of your Access Credentials, and any user-initiated, or apparent user-initiated, action during the subsequent Service session, will have the same effect as your signature authorizing the action. When you complete your desired Service action, always remember to log-out.

If you disclose your Access Credentials to any person(s) or entity, you assume all risks and losses associated with such disclosure. If you permit any other person(s) or entity, including any data aggregation service providers, to use the Service or to access or use your Access Credentials, you are responsible for any transactions and activities performed in the Service, from your Accounts and for any use of your personal and Account information by such person(s) or entity.

If you believe your Access Credentials have been lost or stolen, someone may attempt to use or has used the Service without your permission, or that any other unauthorized use or security breach has occurred, you agree to immediately notify us by calling the phone number on the back of your credit card. If you lock your account using our Lock/Unlock Card feature, we will not authorize new purchases, cash advances, or balance transfers. However, some activity will continue including bills that merchants mark as recurring, as well as returns, credits, dispute adjustments, payments, other account fees, interest, rewards redemptions and certain other exempted transactions.

Your Permitted Uses of the Service. We grant to you, for your personal or internal business purposes only, a non-exclusive, non-transferable, limited and revocable right to access and use the Service.

You agree to not use the Service for any other purpose, including commercial purposes, such as cobranding, framing linking, or reselling any portion of the Service without our prior written consent. You agree to not use the Service for any purposes prohibited by United States law.

You agree not to attempt to log on to the Service from any country under sanctions by the Office of Foreign Assets Control (OFAC). Information regarding which countries are under sanctions may be obtained on the U.S. Department of the Treasury website. Any attempt to log on to the Service from one of these countries may result in your access being restricted and/or terminated. You hereby represent and warrant that you are not on any U.S. Government list of prohibited or restricted parties.

You may not, and will not allow or cause any third party to: (a) decompile, reverse engineer, disassemble, attempt to derive the source code of, or modify any portion of the Service, or use the Service to develop similar functionality; (b) copy any portion of the Service, except as expressly permitted by this Agreement; (c) sublicense, distribute, export or resell any portion of the Service or otherwise transfer any rights; (d) remove any proprietary or intellectual property rights notices or labels on the Service; or (e) otherwise exercise any other right to the Service not expressly granted in this Agreement.

The Bank, Service Providers, or Service Providers' licensors (which may include Bank), own all right, title and interest in and to the Service. No license or other right in or to the Service is granted to you except for the rights specifically set forth in this Agreement.

Email and Phone Numbers. You agree to provide and maintain a valid email address so that we may send you certain information related to the Service and your Account. You agree we may send you emails to service and

manage your Account, as well as emails regarding the benefits and features that you have a right to receive in connection with the Service.

Normal internet e-mail transmissions may not be secure. Thus, as part of the Service, we do not accept e-mail messages from customers. For Account inquiries, you agree to log-in to the Service and contact the Bank through the secure online messaging service or by calling the phone number on the back of your credit card.

To service and manage any of your Account(s), or the benefits and features offered through the Service, we may contact you at any telephone number you provide or any number where we believe we may reach you. When you give us your mobile phone number, the Bank has your permission to contact you at that number about all your accounts with the Bank. Your consent allows us to use text messaging, artificial or prerecorded voice messages and automatic dialing technology for informational and account service calls, but not for telemarketing or sales calls. It may include contact from companies working on our behalf to service your Accounts and manage the Service. Message and data rates may apply. You may change these preferences by calling the phone number on the back of your credit card.

Use of Your Information. By enrolling in and using the Service, you give the Bank permission to share your Account and other information with Service Providers and other third parties for purposes of providing the Service.

For example, such sharing may be necessary to:

- Complete your requested transactions;
- Investigate any claim you initiate;
- Comply with government agency or court orders;
- Perform services in accordance with your permission;
- Perform marketing in accordance with our Privacy Notice; or
- Take other actions as permitted by law.

All information submitted to the Bank via the Service shall be deemed and remain the property of the Bank. The Bank shall be free to use, for any purpose, any ideas, concepts, know-how or techniques contained in information a user of the Service provides Bank through the Service. The Bank shall not be subject to any obligations of confidentiality regarding submitted information except as provided in the Bank's applicable Privacy Notice, as otherwise specifically agreed, or as required by law.

Unless otherwise prohibited by law, any communication or material you transmit to us via the Service or electronic mail is on a non-confidential basis. We are permitted, but not obligated, to monitor, retain and review all communications, including those by telephone, email and other formats, for reasonable business purposes, such as to survey the quality of service that you receive, to assure compliance with this Agreement and industry regulations and to maintain the security of the Service.

Records and Account Information. Our records, kept in the regular course of business, shall be presumed to accurately reflect the contents of your instructions to us.

Your Account statement, furnished to you by the Bank in a paper format, or electronically by us if you are enrolled in electronic Account statements, will remain the official record of your Account. Other Account information provided to you as part of the Service is not the official record of your Account or its activity. The Account information provided through the Service is generally updated regularly, but is subject to adjustment and correction. You should not rely on it for taking, or not taking, any action.

Service Availability. You acknowledge that from time to time, the Service may be delayed, interrupted or unavailable for an indeterminate period of time. We shall not be liable for any claim arising from or related to the Service arising from any such delay, interruption or unavailability, for whatever reason. Account balance and activity information are generally updated daily. However, daily updates may not occur due to system maintenance or failure. We are not responsible for any claim arising from or related to a failure to update information, for whatever reason.

Some aspects and functionality of the Service may not be available in all geographic areas. Therefore, you may not be eligible for all the products or services described. We reserve the right to determine your eligibility for and restrict access to any product or service otherwise available through the Service in our sole discretion.

Without limiting the forgoing, we reserve the right to deny any aspect of the Service if any one of the following circumstances exists:

- 1) The internet or your Systems are not working properly;
- 2) Circumstances beyond our control prevent us from providing the product or service, despite reasonable precautions that we have taken (such circumstances include telecommunication outages or interruptions, postal strikes, delays caused by payees, fires, and floods);
- 3) Your Account is subject to legal process or other encumbrance restricting the action;
- 4) You do not give proper, complete or correct instructions for the applicable product or service, or you do not follow the procedures in this or any other agreement with us for requesting the product or service;
- 5) Your Access Credentials have been reported lost or stolen, or we have canceled or disabled your information used to access the Service or we have canceled or disabled the Service generally; or
- 6) We have reason to believe that you or someone else is using the Service for fraudulent or illegal purposes.

Risk of Loss. In the event of a system failure or interruption, your data may be lost or destroyed. Any Service action(s) that you initiated, were in the process of completing, or completed shortly before a system failure or interruption should be verified by you through means other than online to ensure the accuracy and completeness of such action(s). You assume the risk of loss of your data during any system failure or interruption and the responsibility to verify the accuracy and completeness of any transaction(s) so affected.

Use of Service Providers. We may offer the Service, in whole or in part, through one or more Service Providers. You agree that we have the right under this Agreement to delegate to Service Providers all of the rights and performance obligations that we have under this Agreement, and that the Service Providers will be third party beneficiaries of this Agreement and will be entitled to all the rights and protections that this Agreement provides to us.

Effect on Other Agreements. This Agreement is in addition to and does not replace or modify any agreement you may have with the Bank, such as your Account agreement. Any fees applicable to your Account as specified in your Account agreement or in any specific offer continue to apply.

Termination and Suspension. We may terminate or suspend this Agreement, or terminate, suspend or limit your access privileges to the Service, in whole or in part, at any time for any reason without prior notice. Examples of such reasons include, but are not limited to:

- Your Account is delinquent;
- Your Account is over limit;
- Suspected or confirmed fraudulent activity on your Account;
- Any misuse or attempt to misuse the Service;
- Discontinuation of the Service, in whole or part, permanently or temporarily; or
- Your failure to access the Service.

If you wish to cancel your access to the Service, please call the phone number on the back of your credit card.

Disputes. In the event of a dispute arising under or relating in any way to this Agreement or to the Service provided under this Agreement, you and we agree to resolve this dispute by looking to the terms of this Agreement. If there is a conflict between what one of our employees says and the terms of this Agreement, the terms of this Agreement shall control.

Indemnity. You acknowledge and agree that you are personally responsible for your conduct while using the Service and agree to indemnify and hold us and our officers, directors, employees and agents harmless from and against any loss, damage, liability, cost or expense of any kind (including, but not limited to, reasonable attorneys' fees) that we may incur in connection with a third party claim or otherwise, in relation to your use of the Service or the use of the Service by anyone using your Access Credentials or your violation of this Agreement

or the rights of any third party (including, but not limited to, privacy rights). Your obligations under this paragraph shall survive termination of this Agreement.

Choice of Law, Successors, Waiver and Severability. This Agreement and its enforcement shall be governed by the laws of the State of Delaware, without regard to any choice of law provision. The Account(s), products and services accessed via the Service shall be governed by laws of the applicable Account agreements.

This agreement shall inure to the benefit of our successors and assigns, whether by merger, consolidation, or otherwise.

We can delay enforcing any of our rights under this Agreement or in connection with the Service without losing them. We will not be deemed to have waived any of our rights under this Agreement unless such waiver is in writing and signed by us. A waiver on any one occasion shall not be construed as a bar or waiver of any rights on future occasions.

If any provision of this Agreement conflicts with the law under which this Agreement is to be construed or if any provision of this Agreement is held invalid or unenforceable by a court of competent jurisdiction, that provision will be deemed to be restated to reflect as nearly as possible the original intentions of the parties in accordance with applicable law. The remaining provisions of this Agreement and the application of the challenged provision to persons or circumstances other than those as to which it is invalid or unenforceable will not be affected thereby, and each of those provisions will be valid and enforceable to the full extent permitted by law.

Limitation of Liability/No Warranties.

EXCEPT AS SPECIFICALLY SET FORTH HEREIN OR WHERE THE LAW REQUIRES A DIFFERENT STANDARD, WE SHALL NOT BE RESPONSIBLE FOR ANY LOSS, DAMAGE OR INJURY OR FOR ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL, EXEMPLARY, OR CONSEQUENTIAL DAMAGES, INCLUDING LOST PROFITS, ARISING FROM OR RELATED TO THE SYSTEM, EQUIPMENT, BROWSER AND/OR THE INSTALLATION OR MAINTENANCE THEREOF, ACCESS TO OR USE OF THE SERVICE, YOUR GRANTING US SCREEN SHARING OR REMOTE CONTROL ACCESS TO YOUR COMPUTER SYSTEMS FOR TECHNOLOGY SUPPORT, FAILURE OF ELECTRONIC OR MECHANICAL EQUIPMENT, THE INTERNET, THE SYSTEM, OR COMMUNICATION LINES, TELEPHONE OR OTHER INTERCONNECT PROBLEMS, BUGS, ERRORS, CONFIGURATION PROBLEMS OR INCOMPATIBILITY OF COMPUTER HARDWARE, SOFTWARE, THE INTERNET, OR THE SYSTEM, FAILURE OR UNAVAILABILITY OF INTERNET ACCESS, PROBLEMS WITH INTERNET SERVICE PROVIDERS, PROBLEMS OR DELAYS WITH INTERMEDIATE COMPUTER OR COMMUNICATIONS NETWORKS OR FACILITIES, PROBLEMS WITH DATA TRANSMISSION FACILITIES OR ANY OTHER PROBLEMS YOU EXPERIENCE DUE TO CAUSES BEYOND OUR CONTROL.

EXCEPT AS OTHERWISE EXPRESSLY PROVIDED IN ANY APPLICABLE AGREEMENT, YOU UNDERSTAND AND AGREE THAT YOUR USE OF THE SERVICE IS AT YOUR SOLE RISK AND THAT THE SERVICE AND ALL INFORMATION, SOFTWARE, PRODUCTS AND OTHER CONTENT (INCLUDING THIRD PARTY INFORMATION, PRODUCTS AND CONTENT) INCLUDED IN OR ACCESSIBLE FROM THE SERVICE, ARE PROVIDED ON AN "AS IS" "WHEREIS" AND "WHERE AVAILABLE" BASIS, AND ARE SUBJECT TO CHANGE AT ANY TIME WITHOUT NOTICE TO YOU.

YOU ACKNOWLEDGE THAT WE MAKE NO WARRANTY THAT THE SERVICE WILL BE UNINTERRUPTED, TIMELY, SECURE OR ERROR-FREE UNLESS OTHERWISE STATED THROUGH THE SERVICE OR IN ANY APPLICABLE AGREEMENT. TO THE FULLEST EXTENT PERMITTED BY LAW, WE DISCLAIM ALL REPRESENTATIONS, WARRANTIES AND CONDITIONS OF ANY KIND (EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, INCLUDING BUT NOT LIMITED TO THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT OF PROPRIETARY RIGHTS) AS TO THE SERVICE AND ALL INFORMATION, PRODUCTS AND OTHER CONTENT (INCLUDING THIRD PARTY INFORMATION, PRODUCTS AND CONTENT) INCLUDED IN OR ACCESSIBLE FROM THE SERVICE. NO LICENSE TO YOU IS IMPLIED IN THESE DISCLAIMERS.

ONLINE PAYMENTS

General Terms. You may use the Service to make one-time or recurring payments from an eligible Account to your enrolled Account ("Online Payments"). When you use, or allow another to use, the Service to make Online Payments through the Service, you agree to the terms of this Agreement.

You understand that an Online Payment may be an Electronic Funds Transfer ("EFT"). You agree that you will not use Online Payments for International Automated Clearing House (ACH) transactions, which are prohibited under this Agreement. All of your payments made through Online Payments will appear on your credit card statement for your respective Accounts. Certain payments available through the Service may be subject to terms and conditions in agreements separate from this Agreement that apply to such other services.

You agree to be bound by and comply with other written requirements that we may furnish to you in connection with your use of Online Payments, including without limitation, notice provided to you at the time of your payment authorization, your Account agreement, any other Account agreement(s) and other terms and conditions governing your Accounts.

We reserve the right to limit eligibility for Online Payments to certain types of Accounts and to change such eligibility from time to time.

Cutoff Times. Unless otherwise provided to you at the time of your payment authorization, Online Payments will be effective in accordance with the cutoff times and payment instructions specified in your Account agreement and statements.

Your Payment Account. To use Online Payments, you must designate an Account from which you authorize us to debit funds (the "Payment Account") and to transfer such funds to your Account as a payment.

You authorize us to debit or charge your designated Payment Account for all transfers of funds that you initiate. You agree to have sufficient funds or available credit in your Payment Account on the payment date for each payment you schedule. If there are insufficient available funds (or available credit) to cover a payment or our request to debit funds is otherwise rejected by the provider of your Payment Account for any reason, we may at our discretion attempt to process the transfer and payment again within 30 days.

If we process a payment in accordance with your instructions and this Agreement and it overdraws your Payment Account, we are not responsible for any fee or charge you incur from any third party. We are not responsible for any payment request if there is not enough money in the designated Payment Account or you provide us with incorrect information regarding your Payment Account. You may also be subject to an insufficient funds fee or other charge in accordance with your Account agreement.

Payment Instructions. We will process payments in accordance with this Agreement and the instructions you provide to us through the Service. We may specify reasonable requirements for such instructions.

If we do not complete a transfer you authorize on time or in the correct amount according to our agreement with you, we will be liable for your losses or damages to the extent required by federal law. However, there are some exceptions. We will not be liable, for instance: (a) if, through no fault of ours, you do not have enough money in your deposit account to make the transfer; (b) if the system was not working properly and you knew about the breakdown when you started the transfer; or (c) if circumstances beyond our control (such as fire or flood) prevent the transfer, despite reasonable precautions that we have taken. There also may be other exceptions stated in our agreements with you or provided by applicable law.

REQUIREMENT TO HAVE MEANS TO PRINT OR SAVE. IF YOU DO NOT HAVE A MEANS TO PRINT OR SAVE A COPY OF YOUR PAYMENT AUTHORIZATION MADE THROUGH THE SERVICE, YOU AGREE TO NOT AUTHORIZE ANY PAYMENT UNTIL YOU HAVE MEANS OF PRINTING OR SAVING A COPY OF YOUR AUTHORIZATION FOR YOUR RECORDS.

One Time Payments. You may use Online Payments to authorize an electronic payment to be made on the same day (or the next business day if authorized after applicable cutoff times) (a "One Time Payment").

Preauthorized Payments. You may use Online Payments to authorize an electronic payment to be made on a future date on a one-time basis (a "Preauthorized Payment"). If the scheduled future date falls on a weekend or holiday including Thanksgiving Day, Christmas Day, and New Year's Day, the effective of the payment will still be the date of the scheduled payment, but you understand and agree that the payment may be executed on the next business day.

Automatic Payments. You may use Online Payments to authorize electronic payments to be made on regularly recurring future dates on an automatic basis ("Automatic Payments"). These payments will appear on your credit card statement as "RECURRING AUTOMATIC PAYMENT". We may impose restrictions on Automatic Payments, including but not limited to, limitation of:

- Eligible Accounts;
- Available payment dates (for example, we may only allow such payments to be set up for the Account payment due date);
- Amount of payment (for example, we require such payments always be at least equal to the amount of the minimum payment due), or;
- Other restrictions we provide to you.

Timing of Debits from Payment Account. Funds may be withdrawn from your Payment Account as soon as the scheduled payment date(s) specified in your instructions. For One Time Payments, that is the date submitted. For Preauthorized Payments, that is the date specified. For Automatic Payments, that is as soon as the date specified in your payment authorization or the minimum payment due date specified on your periodic statement. Your Payment Account may not be debited for up to 3 business days after the scheduled payment date(s) depending on your Payment Account provider's processing times. NOTE: For Automatic Payments, your periodic statement serves as your notice of the amount to be debited, which will be your Minimum Payment Due or New Balance as shown on your statement.

Canceling One Time, Preauthorized and Automatic Payments. One Time, Preauthorized and Automatic Payment instructions remain in effect unless you cancel the authorization. If you wish to cancel a One Time Payment, you may cancel it up until 5:00 pm Eastern Time on the day on which it is scheduled for payment by accessing the Online Payments Service or calling the phone number on the back of your credit card. If you wish to cancel a Preauthorized or Automatic Payment, you can cancel your transaction by notifying us at least 3 business days before the scheduled date of the payment. You may notify the Bank by timely cancelling the payment through the Online Payments service, by calling the phone number on the back of your credit card, or by writing to P.O. Box 84037, Columbus, GA 31908-4037. If you call, the Bank may also require you to present your request in writing within fourteen (14) days after you call.

ACCOUNT ALERTS AND PROMOTIONAL TEXTS

Requirements to Receive Mobile Alerts. The Bank provides a Service through which we send you notifications regarding your Account or the Service, including but not limited to, email, text, or telephone ("Alerts Service"). To utilize this Alerts Service your Account must be in good standing and you must have a mobile or cellular phone number with a supported mobile carrier and a device that supports text messaging.

Account Alerts on Your Mobile Phone. By registering for this feature, you may receive alerts on your mobile phone. "Your Mobile Phone" includes all phone numbers entered into the Alerts Service. You represent and warrant that you are authorized to receive text messages at any and all mobile numbers entered into this Alerts Service. You acknowledge that any mobile number enrolled in the Alerts Service will receive access to your personal account information. You understand that text messages are not encrypted and may contain information about you or your credit card transactions. You are solely responsible for Your Mobile Phone, including where you leave it, and for accessibility to your text messages. You are responsible for determining which text messages you receive based on the available options within the Alerts Service, unless automatically enrolled by us to protect the safety of your account. It is your responsibility to keep all your information within the

Alerts Service up to date. To update your information, log into the Service. The Bank may terminate alerts or add new alerts at any time.

Alerts are provided to you as a supplement, not as a replacement, to your monthly credit card statements. Receipt of alerts may be delayed or prevented or may not be sent in real time, and the Bank is not liable to you for damages (including special indirect or consequential damages) that may result if, for any reason, you are unable to receive an alert, or if the content of that alert is inaccurate. You must continue to review your monthly statements and contact us, if you feel there is an error. The Bank may discontinue this Alerts Service entirely or add or delete alert options without notice to you at any time.

Standard text message rates may apply to all messages sent to Your Mobile Phone. Message frequency varies by Account. Depending on the text message service plan you have selected with my carrier, you may incur additional charges on your mobile bill.

Help and Opting Out. Once enrolled, for help, text "HELP", or to opt out of the Alerts Service, text "STOP" to the phone number on the back of your credit card. You may also opt-out of this service by managing your preferences after logging into the Service.

Promotional Offers via Text Message. The Bank may provide you the opportunity to opt in to receive promotional offers via text message to your mobile phone ("Texting Services"). We reserve the right to unilaterally suspend or terminate Texting Services, in our sole discretion, and without any prior notice to you. We may revise or discontinue the Texting Services and the terms of the agreement at any time.

REWARDS

For additional information regarding Rewards please see the Rewards Agreement and Rewards Agreement Redemption Rules.

To redeem rewards, log in to the Service, the TD Rewards Mobile App or call the phone number on the back of your credit card from 9 a.m. to 9 p.m. Eastern Time, 7 days a week with the exception of some U.S. federal holidays, when the Rewards Center is closed.

DEFINITIONS

Capitalized terms not defined in this Agreement have the same meaning as in the Credit Card Agreement for your Account.

"Access Credentials" means the login name, password(s), and any other information we permit to be used to access the Service.

"Access Device" means any electronic device you use to access the Service or view electronic documents. This includes, but is not limited to: a traditional computer such as a desktop or laptop computer, or a mobile device such as a tablet computer or a smartphone.

"Account" means your Credit Card account issued by TD Bank, N.A.

"Account Agreement" means your Credit Card Agreement that applies to your Account.

"Agreement" means this Online Servicing Agreement.

"Automatic Payments" means electronic payments to be made on regularly recurring future dates on an automatic basis.

"Communication" means any information we provide to you in electronic format regarding your Account and the Service.

"Electronic Funds Transfer (EFT)" means any transfer of funds initiated through an electronic terminal, telephone, computer or magnetic tape for the purpose of ordering, instructing or authorizing us to debit or credit one of your Accounts, to the extent such Account is a checking, savings or other asset Account.

"Online Payment Service" means a Service through which you may view billing statements and pay your Account electronically.

"Service" means the information, functionality, and other financial services we make available through tdcardservices.com, or any other website or mobile application owned, controlled, or licensed by TD Bank, N.A. This includes the TD Rewards Mobile Application.

"Service Provider" means companies (and their affiliates and subcontractors) that provide some or all of the Service to you on our behalf.

"We", "us", "our", "TD Bank" and "Bank" mean TD Bank, N.A., and its servicers, affiliates or assignees.

"You", "your" and "yours" means (1) an individual or entity that is the owner of an account; or (2) an individual authorized by an account owner to view account information, effect transactions on an Account and/or to receive billing statements.