

CARDMEMBER AGREEMENT

Sprint® Credit Card

This agreement, together with the account opening disclosures delivered to you (collectively, this **“Agreement”**), is your contract with us. The Bank of Missouri (**“TBOM”**) is the issuer of your Card and assigns its rights for servicing and other rights to Home Credit US, LLC (**“Home Credit”**) after Account opening. **“Card”** has the meaning given in the DEFINITIONS section of this Agreement. **“Account”** means the account established for you and associated with your Card. **“You”** and **“your”** mean any applicant for the Account; and **“we,” “us”** and **“our”** mean TBOM, the issuer of the Card governed by this Agreement; Home Credit as servicer; and their respective successors and assigns. Other capitalized terms used in this Agreement are defined in the DEFINITIONS section of this Agreement, or in other parts of this Agreement. Terms defined in this Agreement in the singular are to have a corresponding meaning when used in the plural, and terms defined in this Agreement in the plural are to have a corresponding meaning when used in the singular.

You accept this Agreement if you do not cancel your Account within 30 days of account opening. You also accept this Agreement if you or an Authorized User utilize your Account or otherwise obtain credit under your Account.

THIS AGREEMENT CONTAINS AN ARBITRATION PROVISION. THIS PROVISION AFFECTS YOUR RIGHTS IN THE EVENT OF A DISPUTE WITH US, INCLUDING YOUR RIGHT TO BRING OR PARTICIPATE IN A CLASS ACTION LAWSUIT. THE ARBITRATION PROVISION IS AT THE END OF THIS AGREEMENT.

Please read this Agreement carefully and save it for future reference. This Agreement supersedes and replaces any other agreement between us regarding the matters covered by this Agreement.

CHANGES TO THIS AGREEMENT

We may change the rates, fees, and other provisions of this Agreement from time to time. In doing so, we may increase or decrease interest rates and fees, and we may add, modify or delete other provisions. We may also add new features and make promotional offers. To the extent required by law, we will give you notice of any changes to this Agreement and, for certain changes, you will have a right to opt out of those changes.

DEFINITIONS

As used in this Agreement:

“APR” means annual percentage rate.

“Authorized Charge” means any charge that you, or any Authorized User, makes on your Account, and any fees and interest charges owing on your Account. This is true even if you told the Authorized User not to make the charge. A charge will still be an Authorized Charge even if it is an illegal transaction (like illegal gambling charges), or it puts you over your Credit Limit, or it is made after your Account is closed. An Authorized Charge can be made over the telephone, in person, on the Internet, or in any other way that your Account can be used.

“Authorized User” means any person you allow to use your Card or Account. If you ask us to issue a Card to another person, that person is an Authorized User. In addition, if you give your Card or Account number to another person, that person is an Authorized User.

“Balance Subject to Interest Rate” means the average of the daily balances during the Billing Cycle.

“Balance Transfer” means a charge to pay an amount you owe on another credit card account.

“Billing Cycle” means the time interval covered by a Statement. Each Billing Cycle is approximately 30 days.

“Calculated New Balance” means the New Balance minus any balance for any applicable Equal Payment Features.

“Card” means one or more credit cards or other access devices that we may give you to obtain credit under this Agreement. This includes Account numbers.

“Cash Advance” means the use of your Account to obtain cash from participating automated teller machines, financial institutions or other locations, or to purchase lottery tickets, moneys, casino chips or similar cash equivalents.

“Check” or **“Convenience Check”** means a check that we provide to you to make a Cash Advance or a Balance Transfer as applicable on your Account. A Check can be either a Balance Transfer Check or a Cash Advance Check and will be designated as such by us.

“Credit Limit” means the maximum amount of credit we have approved for your Account.

“Equal Payment Feature” or **“EPF”** is defined in the HOW INTEREST CHARGES ARE DETERMINED section of this Agreement.

“Minimum Payment Due” is defined in the PAYMENTS section of this Agreement.

“New Balance” means the total outstanding Account balance on the Statement Closing Date.

“Pricing Schedule” means the interest rates and fees table and related information contained in the account opening disclosures previously provided to you, or as we may later amend it.

“Prime Rate” means the U.S. prime rate published in *The Wall Street Journal*. If *The Wall Street Journal* ceases publishing the U.S. prime rate, we will use a similar published rate that we choose.

“Purchase” means the use of your Card to buy or lease products or services. A Purchase does not include the purchase of cash equivalents or other items that constitute a Cash Advance.

“Sprint” means Sprint Corporation, and all affiliates and subsidiaries of Sprint Corporation, provided that, for the purposes of this Agreement, Home Credit shall not be deemed to be an affiliate of Sprint.

“Statement” means the periodic statement reflecting Purchases and other transactions made on your Account.

“Statement Closing Date” means the last day of a Billing Cycle.

USING YOUR ACCOUNT

You agree to use your Account in accordance with this Agreement. You must pay us for all amounts due on your Account. Your Account must only be used for lawful personal, family, or household purposes.

Authorized Users. You may designate one or more persons to be an Authorized User of your Account and/or Card. Authorized Users do not have accounts with us but they can use your Account subject to the terms of this Agreement. You must share this Agreement with the Authorized Users. You must tell Authorized Users that we may obtain, provide and use information about them. You are responsible for all use of your Account by Authorized Users and anyone they allow to use your Account, and for all charges made by such persons, even if you did not expect or specifically approve such charges. You must pay for all charges they make. You may request additional cards for Authorized Users. If you want to cancel an Authorized User’s right to use your Account (and cancel their Card) you must tell us in writing or call customer service at 855-846-8048. We will take commercially reasonable steps to comply with your written instructions to revoke the authority of an Authorized User, which may include replacing your Card with a new Card or changing your Account number.

Joint Accounts. If this is a joint Account, each of you is responsible, both individually and together, for all amounts owed. Each of you is responsible even if the Account is used by only one of you. You will continue to be liable for the entire balance of the Account, even if your co-applicant is ordered by a court to pay us. You will remain liable to us if your co-applicant fails to pay as ordered by the court. Your Account status will continue to be reported to credit bureaus under each of your names. The delivery of notices or Statements to either of you serves as delivery to each of you. We may rely on instructions given by either of you. We are not liable to either of you for relying upon such instructions.

Credit Limit; Generally. Your Credit Limit will appear on your Statement. If we offer Balance Transfers or Cash Advances as a feature on your Account, your Credit Limit may vary by transaction category (e.g., Purchases, Balance Transfers, Cash Advances). We may increase, decrease or otherwise change your Credit Limit at any time for any reason, as permitted by applicable law. If we are required by applicable law to do so, we will notify you of any change, but the change may take effect before you receive the notice. Your Statements will also show your Credit Limit. You should always keep your balance below the Credit Limit. However, you must pay us

even if your balance exceeds your Credit Limit. If your balance exceeds your Credit Limit, you must immediately pay the difference. If your Account has a credit balance, we may reduce the credit balance by any new Authorized Charges on your Account.

Credit Access; Special Restrictions. We may delay issuance of a physical credit card to you until we have evaluated your payment behavior. Your Account will be reviewed from time to time based upon payment history and other factors to determine when a physical card will be issued. Issuance of a physical card may be delayed until you have timely paid the Minimum Payment Due for at least the first three Statements after your Account is first used.

Balance Transfers, Cash Advances. If we offer to make Balance Transfers and/or Cash Advances a feature of your Account, the documents accompanying the offer will describe the terms, including the applicable APR and other fees and charges. Unless a promotional rate applies, any Balance Transfers are subject to the standard Balance Transfer APR contained in the Pricing Schedule if we offer Balance Transfers as a feature on your Account.

Checks. If we offer Balance Transfers or Cash Advances as a feature of your Account, we may provide you with Balance Transfer or Convenience checks. You may use them to transfer a balance to your Account or, if so indicated in any Balance Transfer offer, to make other transactions. You may not use Balance Transfer checks to pay an amount owed to us under this Agreement or to pay another account with us or our affiliate. We do not certify these checks or return any checks that have been paid.

Statement. Your Statement will show the New Balance. To determine the New Balance, we begin with the total balance at the start of the Billing Cycle. We add any Purchases or other debits and subtract any payments or other credits during the Billing Cycle. We then add any interest charges and fees and make any other adjustments.

We will deliver Statements as required by applicable law to you at your address shown in our files, and you must notify us of a change in address. If you elect to receive Statements and other communication electronically, we may send those Statements and communications as directed by you. We may stop sending you Statements if we deem your Account uncollectible or start collection proceedings, but we may continue to add interest, fees, and attorney fees as permitted by applicable law.

Lost or Stolen Cards or Account Numbers. You must call us at 855-456-8048 if any Card or Account number is lost or stolen. You must also call us if you think someone used or may use any Card or Account number without permission. When you call, we may require you to provide information to help our investigation. We may require you to provide this information in writing. For example, we may ask you to identify any charges that were not made by you or someone authorized by you. We may also ask you to confirm that you received no benefit from those charges. See the "Your Billing Rights" disclosure provided when you opened your Account and included on your Statements.

Closing Your Account. You may close your Account by notifying us in writing or over the phone. If you close your Account, you must still repay the total balance in accordance with this Agreement. We may also close your Account or suspend Account privileges at any time for any reason. We may do this without prior notice to you, to the extent permitted by applicable law. We may also reissue a different Card at any time. You must return any Card to us upon request.

Network Outages. Our services may be unavailable from time to time, including due to circumstances beyond our control, such as fires, floods, earthquakes and other unpredictable events. We are not responsible or liable if this happens.

HOW INTEREST CHARGES ARE DETERMINED

APRs

Account APRs. See the Pricing Schedule for information about the APRs that apply to your Account.

Variable APRs Based on Prime Rate. Variable APRs are based on the Prime Rate plus an additional amount (the "*Margin*"). The Margins appears in the Pricing Schedule. For each Billing Cycle, we calculate Variable APRs based on the Prime Rate published in *The Wall Street Journal* on the 15th of the month prior to that Billing Cycle. If the Prime Rate increases, Variable APRs may increase. If the Prime Rate decreases, Variable APRs may decrease. We apply APRs to your Account balances according to the provisions below, subject to any promotion(s) or special credit feature(s) that may apply.

Effect of APR Increases. If an APR increases, interest charges increase. Your minimum payment may increase as well.

Promotions & Special Credit Features

We may offer promotional terms or special credit features for new transactions or for all or a part of any balances. Promotional offers and special credit features are generally governed by this Agreement, but promotional offers and special credit features may apply only for a limited period of time or have different terms. Promotional or special credit terms that differ from the terms of this Agreement will be explained in advertising or other disclosures provided to you.

If a promotional offer is a deferred interest offer (sometimes called a “Same-As-Cash” plan), no interest charges will be imposed on the related balance (the “**Deferred Balance**”) if you: (i) pay the Deferred Balance in full by the due date specified in the promotion; and (ii) make the required Minimum Payment Due each month. We will impose interest charges on the Deferred Balance at the APR for regular Purchases from the date of purchase if you do not: (i) pay the Deferred Balance in full by the due date; or (ii) make the required Minimum Payment Due every month.

In instances where a special credit feature is an EPF, interest will be charged at the APR specified in the EPF information document provided to you, and monthly payments (“**Monthly EPF Payments**”) will be required until the amount subject to the EPF has been paid in full. If you miss a Monthly EPF Payment or pay after the due date, a late fee will apply.

Interest Charges Based on APRs

Interest Charges. We impose interest charges when we apply APRs to your Account balances. We do this every day by using the daily periodic rate (the “**Daily Periodic Rate**”), which is calculated by dividing the APR by 365 (366 in leap years). We begin to impose interest charges on the date that the purchase was made (the “**Transaction Date**”). We include this periodic interest charge in our calculation of your daily balance for that day. For more information on your daily balance, see “Calculation of Interest Charges — Average Daily Balance (including new transactions)” below. We continue to impose interest charges until we credit your Account with full payment of the total amount you owe us.

Grace Period and When Interest Charges Begin. We calculate your interest charges separately for Purchases, Cash Advances and Balance Transfers. Unless a promotional offer applies, there is no Grace Period for Cash Advances, which means that we will charge interest on Cash Advances beginning on the Transaction Date.

You can avoid interest charges on Purchases. This is called a “Grace Period on Purchases.” The Grace Period on Purchases is at least 22 days from the end of the applicable Billing Cycle. To receive a Grace Period on Purchases, you must pay the entire New Balance by the payment due date every Billing Cycle. If you do not, you will not receive a Grace Period on Purchases until you pay the New Balance for two Billing Cycles in a row.

You can avoid interest charges on Balance Transfers. This is called a “Grace Period on Balance Transfers.” The Grace Period on Balance Transfers is at least 22 days from the end of the applicable Billing Cycle. To receive a Grace Period on Balance Transfers, you must pay the entire New Balance by the payment due date every Billing Cycle. If you do not, you will not receive a Grace Period on Balance Transfers until you pay the New Balance for two Billing Cycles in a row.

We charge interest on Cash Advances beginning on the transaction date.

If you have a balance that is subject to a deferred interest promotion (sometimes called a “Same-As-Cash” plan) and the promotion does not expire before the payment due date, that balance is excluded from the amount you must pay in full to get a Grace Period for regular (non-promotional) Purchases. In addition, if you have a balance that is subject to a reduced rate promotion, that balance is excluded from the amount you must pay in full to get a Grace Period for regular (non-promotional) Purchases. However, you must still pay any monthly minimum payments on any deferred interest or reduced rate balance.

You will be allowed to have a Grace Period on Purchases and a Grace Period on Balance Transfers so long as you pay the entire New Balance, other than the entire EPF balance in excess of the EPF Monthly Payment, by the payment due date every Billing Cycle. If you do not, you will not receive a Grace Period on Purchases or a Grace Period on Balance Transfers until you pay the New Balance for two Billing Cycles in a row.

In addition, certain promotional offers not described above may also allow you to have a Grace Period on Purchases or a Grace Period on Balance Transfers without having to pay all or a portion of the promotional balance by the payment due date. If that is the case, the documents accompanying the promotional offer will describe what happens.

Calculation of Interest Charges — Average Daily Balance (including new transactions). We calculate interest charges each Billing Cycle. To calculate your balance for purpose of charging interest at the end of each Billing Cycle, we use a method called “Average Daily Balance (including new transactions).” This method involves a two-step calculation.

First, we calculate your daily balance for each transaction category offered as a feature on your Account (e.g., Purchases, different promotional balances, etc.) by:

- 1) taking the beginning balance and adding in new transactions, then
- 2) subtracting any payments and credits for that transaction category as of that day.

The result is the daily balance for each transaction category. If you paid your previous month’s balance in full (or if your balance was zero or a credit amount), then any new Purchases, and any other transactions that are subject to a Grace Period, are not added to the daily balance.

Second, we calculate your Average Daily Balance by:

- 1) adding the daily balances together for each transaction category, and
- 2) dividing the sum by the number of days in the Billing Cycle.

After we calculate your Average Daily Balance at the end of each Billing Cycle, we determine your interest charge by:

- 1) multiplying your Average Daily Balance by the Daily Periodic Rate for that transaction category, and
- 2) multiplying the result by the number of days in the billing period.

NOTE: Due to rounding or a minimum interest charge, this calculation may vary from the interest charge actually assessed. We may treat any deferred interest transaction separately even if it has the same terms as another deferred interest transaction.

Minimum Interest Charge. If we charge you interest, the charge will be at least \$1. We add the charge to the regular Purchase balance or allocate it among one or more of the balances that accrue interest.

Balance Subject to Interest Rate. Your Statement shows a Balance Subject to Interest Rate. It shows this for each different balance (e.g., Purchases, different promotional balances). A Billing Cycle begins on the day after the Statement Closing Date of the previous Billing Cycle. It includes the Statement Closing Date of the current Billing Cycle.

FEES

See the Pricing Schedule for any additional fees.

Annual Membership Fee. If an annual membership fee applies, the Pricing Schedule shows it. We will refund this fee if you notify us that you are closing your Account within 30 days of the mailing or delivery date of the statement on which the fee appears. The fee is otherwise non-refundable.

Automated Teller Fee. If we offer Cash Advances as a feature of your Account, and you use an Automated Teller Machine (“ATM”) for a Cash Advance, you will be responsible for all fees associated with the transaction.

Balance Transfers. If we offer Balance Transfers as a feature of your Account, we will charge a fee for each Balance Transfer. The offer to make Balance Transfers a feature of your Account will state the fee. This fee is in addition to any periodic fee that may be imposed with a promotional offer or special credit feature. You make a Balance Transfer when you use a Balance Transfer check or contact us to transfer a balance. Should you request a stop payment on any Balance Transfer checks, we will charge you twenty-five dollars (\$25) for our handling of such a request.

Cash Advance. If we offer Cash Advances as a feature of your Account, we will charge a fee for each Cash Advance. The offer to make Cash Advances a feature of your Account will state the fee. This fee is in addition to any periodic fee that may be imposed with a promotional offer or special credit feature. You take a Cash Advance when you: use a convenience check; get money through an ATM;

get money through home banking or a financial institution; make a wire transfer; buy a money order or traveler's check; or conduct a similar transaction.

Transaction Fee for Foreign Purchases. The Pricing Schedule shows the amount of this fee, which is a percentage of the U.S. dollar amount of the Purchase. We add this fee for each Purchase made outside the U.S., whether made in U.S. dollars or in foreign currency. See the Foreign Currency Conversion section below for more information.

Late Fee. We may add a late fee for each Billing Cycle in which you have a past due amount ("Past Due Amount"). For late fee purposes, you have a past due payment any time you fail to pay the Minimum Payment Due by the payment due date. The fee will be up to \$27; or up to \$38 for any additional past due payment during the next six billing cycles after a past due payment. However, the fee will not exceed the amount permitted by applicable law. We add this fee to the regular Purchase balance.

Returned Payment Fee. We may add a returned payment fee for a returned payment. A returned payment is an electronic debit, check, or similar payment instrument that is returned unpaid. We may add this fee the first time your payment is returned, and even if your payment is honored upon resubmission. The fee will be up to \$35. However, the fee will not exceed the amount permitted by applicable law. We add this fee to the regular Purchase balance.

Statement Reprint Fee. Should you need additional copies of Statements, we will provide one reprint every six months at no charge ("Complimentary Statement Reprint"). Should you require additional copies, we may charge you five dollars (\$5) ("Statement Reprint Fee") for each reprint in excess of the Complimentary Statement Reprint. We reserve the right to waive the Statement Reprint Fee at our sole discretion.

Sales Draft Reprint Fee. Should you need a copy of any sales draft, we will provide one reprint every six months at no charge ("Complimentary Draft Reprint"). Should you require additional copies, we may charge you five dollars (\$5) ("Sales Draft Reprint Fee") for each reprint in excess of the Complimentary Draft Reprint. We reserve the right to waive the Draft Reprint Fee at our sole discretion.

Legal Disclosure Reprint Fee. Should you need additional copies of the legal disclosures provided to you at time of account opening, we will provide one reprint at no charge ("Complimentary Disclosure Reprint"). Should you require additional copies, we may charge you five dollars (\$5) ("Disclosure Reprint Fee") for each reprint in excess of the Complimentary Disclosure Reprint. We reserve the right to waive the Disclosure Reprint Fee at our sole discretion. This is inclusive of, but not limited to, account opening disclosures, the privacy policy, and this Agreement.

PAYMENTS

Making Payments. You may pay all or part of your Account balance at any time. However, you must pay at least the Minimum Payment Due on your Account by 5:00 p.m. (CT) on the due date of each Billing Cycle. Payments received after 5:00 p.m. (CT) will be credited as of the next business day. In general, the sooner you pay the New Balance the less you will pay in interest charges.

The "**Minimum Payment Due**" is the minimum amount you must pay for each Billing Cycle, and is the sum of the following:

- (1) Any Past Due Amounts and over-limit amounts; plus
- (2) the Calculated New Balance (excluding the portion attributable to over-limit amounts) plus your total monthly payments relating to Purchases with an EPF if the sum of the Calculated New Balance (excluding the portion attributable to over-limit amounts) and the total monthly payments relating to Purchases with an EPF is less than \$25; or the greater of:
 - a. \$25; or
 - b. 3% of the Calculated New Balance (excluding the portion attributable to over-limit amounts) plus the amount of your billed interest charges on that balance or any minimum interest charge allocated to that balance, plus any applicable late fee (the result is rounded up to the nearest dollar) plus your total monthly payment relating to Purchases with an EPF. However, we subtract interest charges that accrued during prior Billing Cycles on a deferred interest balance that ended during the Billing Cycle covered by the Statement.

Application of Payments. We may apply payments and credits in any manner we choose, including in a manner that is most favorable or convenient to us. In all cases, we will apply payments and credits as required by applicable law. Generally, we will apply payments that exceed the Minimum Payment Due to balances with the highest APR before balances with lower APRs as of the date we credit a payment.

Payment Instructions. You can pay by mail, phone, online, or at locations as identified by us in your Statement or other communication channels. Locations that take payments from you do so as a convenience to you. We may not credit those payments to your Account until we receive them. We may allow you to make payments over the phone but we may charge you a fee to make expedited phone payments. You must follow the instructions for making payments provided on your Statement. If you do not, posting of your payment may be delayed. Your Statement also explains how information on your check is used. Your payment must be made in U.S. dollars by physical or electronic check, money order or a similar instrument from a bank located in the United States. Do not send cash. We can accept late or partial payments, or payments that reflect “paid in full” or other restrictive endorsements, without losing our rights. We also reserve the right to accept payments made in foreign currency and instruments drawn on funds on deposit outside the U.S. If we do, we select the currency conversion rate. We will then credit your Account in U.S. dollars after deducting any costs incurred in processing your payment, included currency conversion fees, or we may bill you separately for these costs.

Payment Processing. We may accept and process payments without losing any of our rights. Please allow seven to ten days for the U.S. Postal Service to deliver your payment to us. We may delay the availability of credit while we confirm that your payment has cleared. This may happen even if we credit your payment to your Account. We may resubmit and collect returned payments electronically. If necessary, we may adjust your Account to correct errors, process returned and reversed payments and handle similar issues. When you provide a check as payment on this Account, you authorize us to either use the information from your check to make a one-time electronic fund transfer from your account or to process the payment as a check transaction. When we use information from your check to make an electronic fund transfer, funds may be withdrawn from your account as soon as the same day we receive your payment, and you will not receive your check back from your financial institution.

DEFAULT

To the extent permitted by applicable law, you will be in default under this Agreement if you: (a) fail to pay the Minimum Payment Due by its due date; (b) exceed your Credit Limit; (c) pay by a check or other payment item (including an electronic check or debit) that is not honored or that we must return because it cannot be processed; (d) file for bankruptcy; or (e) fail to comply with any terms of this Agreement. If you default, we may close your Account and, to the extent permitted by applicable law, demand immediate payment of the total balance.

OTHER IMPORTANT TERMS

Foreign Currency Conversion

If you make a transaction in a currency other than U.S. dollars, the amount of the transaction will be converted by the applicable network provider (e.g., MasterCard or Visa) to U.S. dollars in accordance with the network provider’s operating regulations or conversion procedures then in effect. Currently, those regulations and procedures generally provide that the currency conversion rate to be used will be either a wholesale market rate selected by the network provider or a government-mandated rate. The currency conversion rate in effect on the conversion date may differ from the rate in effect on the transaction date or the posting date. The currency conversion rate does not include any foreign transaction fee we may charge, as described in the FEES section above and disclosed in our Pricing Schedule.

A third party may convert a transaction into U.S. dollars or another currency before sending it to our network provider. In that case, the third party selects the conversion rate.

Obtaining Credit Information

When you applied for your Account, you authorized us to make or have made any credit, employment, or other investigative inquiries we deemed appropriate (including, without limit, obtaining a consumer report) prior to extending credit to you. You also authorized us to make such inquiries and obtain consumer reports when renewing, updating, or collecting on your Account in the future. Upon your request, we will tell you whether we obtained a consumer report and the names and addresses of any consumer reporting agencies that provided such reports.

Furnishing Information to Credit Reporting Bureaus

We may report information about your Account to credit bureaus. Late payments, missed payments, or other defaults on your Account may be reflected in your credit report. We may report Account information in your name and the names of Authorized Users.

If you think we reported incorrect information to a credit bureau, write us at the Customer Service address on the Statement. We will investigate the matter. We will then tell you if we agree or disagree with you. If we agree with you, we will contact each credit bureau to which we reported and request a correction. If we disagree with you, we will tell you that.

Information Sharing and Communication Consent

When you applied for your Account, you gave us, our partners and affiliates information about yourself that we could share with each other. Our partners and affiliates may use the information in connection with the credit program and for things like creating and updating records and offering you special benefits. More information about how we use and share information is set forth in the privacy policy for your Account.

You consent to us, as well as any other owner or servicer of your Account, contacting you through any channel of communication and for any purpose, as permitted by applicable law. For informational, servicing or collection related communications, you agree that we may use the phone numbers that you provide to us, or our partners and affiliates to contact your cellular phone or wireless device with text messages, artificial or prerecorded voice calls, and calls made by an automatic telephone dialing system. This consent applies even if you are charged for the call under your plan. You are responsible for any charges that may be billed to you by your communications carrier when we contact you. You represent that any phone number that you provide to us belongs to you and/or that you are authorized to provide that number. You also agree to tell us right away if you change your address or any phone number. For quality control, you also agree to allow us to monitor to and/or record telephone calls between you and us.

Refusal of the Card and Related Provisions

Refusal of the Card. We do not guarantee approval of transactions. We are not liable for transactions that are not approved. This is true even if you have available credit. We may limit the number of transactions approved in one day. If we detect unusual or suspicious activity, we may suspend your credit privileges.

Declined Transactions. We may decline to authorize a charge. Reasons we may do this include suspected fraud and our assessment of your creditworthiness. This may occur even if the charge would not cause you to exceed your Credit Limit, or your Account is not in default. We are not responsible for any losses you, any Authorized Users, or any third party incur if we do not authorize a charge. We are not responsible if any merchant or other person refuses to accept your Card.

Preauthorized Charges. We may suspend any automatic or other preauthorized card charges you arrange with a third party. We may do this if you default, if the card is lost or stolen, or if we change your Account for any reason. If we do this, you are responsible for paying the third party directly. You are also responsible for reinstating the preauthorized charges if you wish to do so and we permit it.

Military Lending Act Disclosure:

Federal law provides active duty members of the armed forces or those on active Guard or Reserve duty or dependents of such members as defined by 10 U.S.C. §1072 certain protections. Your payment obligations are provided within this Agreement. Home Credit hereby disclaims and waives provisions in this document requiring such members and eligible dependents to: (i) waive the right to consumer protection law, including the Servicemembers Civil Relief Act; (ii) submit to mandatory arbitration; and (iii) establish an allotment to repay the obligation. Except as explicitly amended by this section, all of the terms and conditions of the Agreement shall remain in full force and effect.

Pursuant to the Military Lending Act (10 U.S.C. §987, "MLA") and the implementing Department of Defense ("DoD") regulation (32 C.F.R. §232.1 et seq.), we must provide you with the following disclosure in writing:

MILITARY ANNUAL PERCENTAGE RATE DISCLOSURE

Federal law provides important protections to active duty members of the Armed Forces and their dependents relating to extensions of consumer credit. In general, the cost of consumer credit to a member of the Armed Forces and his or her dependent may not exceed an annual percentage rate of 36 percent. This rate must include, as applicable to the credit transaction or account: The costs associated with credit insurance premiums; fees for ancillary products sold in connection with the credit transaction; any application fee charged (other than certain application fees for specified credit transactions or accounts); and any participation fee charged (other than certain participation fees for a credit card account).

If you have any questions regarding this information or need to verify your notify us for inclusion in these protections, please contact us at (855) 456-8048. To ascertain whether you are a covered borrower for purposes of the MLA's protection, we will utilize either the MLA database maintained by the DoD or consumer reports from a nationwide credit reporting agency.

Other Agreements

You will abide by all terms, conditions, covenants, and agreements applicable to the use of your Account, including, but not limited to, any agreement you may enter into with us and the terms and conditions contained on any sales slips, Cash Advance slips, monthly Statements, and any Card issued to you. Breach of any condition or obligation of this Agreement by any other applicant for your Account or any Authorized User shall be deemed a breach by you.

GOVERNING LAW AND ENFORCING OUR RIGHTS

Governing Law. Except as provided in the ARBITRATION section, this Agreement is governed by Missouri law, without regard to its choice-of-law rules, and applicable federal law. For purposes of Mo.Rev.Stat §408.145, the provisions of Nebraska law, and not Mo.Rev.Stat §408.140, will govern credit card fees (but not interest) under this Agreement. We have accepted this Agreement in Missouri.

If there is any conflict between any of the provisions of this Agreement and applicable law, this Agreement will be considered changed to the extent necessary to comply with the law. All other provisions of this Agreement will not be affected.

Enforcing this Agreement. We will not lose our rights under this Agreement because we delay in enforcing them or fail to enforce them.

Collection Costs. To the extent permitted by applicable law, you are liable to us for our legal costs if we refer collection of your Account to a lawyer who is not our salaried employee. These costs may include reasonable attorneys' fees. They may also include costs and expenses of any legal action.

Servicing; Assignment. We may use one or more third parties ("**Servicers**") to provide services in connection with your Account and we may delegate some or all of our duties to Servicers. We may also sell, assign, pledge, hypothecate, participate or otherwise transfer some or all of our rights under this Agreement, including our payment rights, to one or more third parties ("**Assignees**"). Any limitation on our liability under this Agreement or in connection with your Account shall also apply to any Servicer or Assignee, to the extent permitted by applicable law. You are not allowed to transfer any of your rights or obligations under this Agreement.

Waiver. We may give up some of our rights under this Agreement. If we give up any of our rights in one situation, we do not give up the same right in another situation.

Binding Effect Upon Death or Incompetency. If we pay a merchant or financial institution for a Purchase or post a cash advance to your Account before we receive actual written notice of your death or incompetency, or if we pay a merchant or financial institution for a Purchase made by you or post a cash advance taken by you prior to your death or incompetency, that transaction will be a valid and binding Account obligation upon you, your estate, your trusts, your assigns, and your personal representatives.

Headings. Section, paragraph or other headings in this Agreement are for convenience or reference only, and do not limit or modify the provisions of this Agreement.

STATE NOTICES

Notice to New York Residents: New York residents may contact the New York State Department of Financial Services by telephone at or visit its website at for free information on comparative credit card rates, fees and grace periods. New York State Department of Financial Services: 1-877-226-5697 or <http://www.dfs.ny.gov>

Notice to New York, Rhode Island and Vermont Residents: A consumer credit report may be obtained in connection with evaluating your application and subsequently in connection with updates, renewals, or extensions of credit for which this application is made. Upon your request, you will be informed whether a report was obtained, and if so, of the name and address of the consumer reporting agency that furnished a report. Subsequent consumer reports may be requested or utilized in connection with an update, renewal or extension of the credit for which application was made. If you are a Vermont resident, you consent to the obtaining of such reports by signing or otherwise submitting a credit application.

Notice to California Residents: A married applicant may apply for a separate Account. After credit approval, each applicant shall have the right to use the Account up to its Credit Limit. Each applicant may be liable for all amounts extended under the plan to any joint applicant. As required by applicable law, you are hereby notified that a negative credit reporting reflecting on your credit record may be submitted to a credit reporting agency if you fail to fulfill the terms of your credit obligations.

Notice to Delaware and Oregon Residents: Service charges not in excess of those permitted by applicable law will be charged on the outstanding balances from month to month. You may pay more than the Minimum Payment Due, up to your entire outstanding balance, at any time.

Notice to Kentucky Residents: You may pay the unpaid balance of your account in whole or in part at any time.

For Nevada residents only: We are providing you this notice pursuant to state law. You may be placed on our internal Do Not Call List by sending a request to Home Credit, PO Box 2394, Omaha, NE 68103-2394 or calling us at 855-456-8048. Nevada law requires that we also provide you with the following contact information: Bureau of Consumer Protection, Office of the Nevada Attorney General, 555 E. Washington St., Suite 3900, Las Vegas, NV 89101; Phone number: 702-486-3132; email: BCPINFO@ag.state.nv.us

Notice to Ohio Residents: Ohio's laws against discrimination require that all creditors make credit equally available to all creditworthy customers and require credit reporting agencies to maintain separate credit histories on each individual upon request. The Ohio Civil Rights Commission administers compliance with this law.

Notice to Utah Residents: As required by Utah law, you are hereby notified that a negative credit reporting reflecting on your credit record may be submitted to a credit reporting agency if you fail to fulfill the terms of your credit obligations.

Notice to Married Wisconsin Residents: No provision of any marital property agreement or unilateral statement under section 766.59 of the Wisconsin statutes or court decree under section 766.70, adversely affects our right, unless you give us a copy of such agreement, statement, or decree before we grant you credit, or we have actual knowledge of the adverse obligation. If you are a married Wisconsin resident, credit extended under this Account will be incurred in the interest of your marriage or family. Married Wisconsin residents applying for an individual account must give us the name and address of their spouse, regardless of whether the spouse may use the card. Please provide this information to us at Home Credit, PO Box 2394, Omaha, NE 68103-2394.

Notice to California and Nevada Residents: Pursuant to this Agreement, interest is compounded on unpaid amounts.

Notice to Maryland Residents: To the extent this Agreement is not governed by applicable federal or Missouri law, this Agreement is governed by Title 12, subtitle 9 of the Maryland Commercial Law Article.

ARBITRATION

PLEASE READ THIS PROVISION OF THE AGREEMENT CAREFULLY. IT PROVIDES THAT ANY DISPUTE MAY BE RESOLVED BY BINDING ARBITRATION. ARBITRATION REPLACES THE RIGHT TO GO TO COURT, INCLUDING THE RIGHT TO A JURY AND THE RIGHT TO INITIATE OR PARTICIPATE IN A CLASS ACTION OR SIMILAR PROCEEDING. IN ARBITRATION, A DISPUTE IS RESOLVED BY AN ARBITRATOR INSTEAD OF A JUDGE OR JURY. ARBITRATION PROCEDURES ARE SIMPLER AND MORE LIMITED THAN COURT PROCEDURES.

Agreement to Arbitrate: Either you or we may, without the other's consent, elect mandatory, binding arbitration for any claim, dispute, or controversy between you and us (called "Claims").

Claims Covered

What Claims are subject to arbitration? All Claims relating to your Account, a prior related account, or our relationship are subject to arbitration, including Claims regarding the application, enforceability, or interpretation of this Agreement and this arbitration provision. All Claims are subject to arbitration, no matter what legal theory they are based on or what remedy (damages, or injunctive or declaratory relief) they seek. This includes Claims based on contract, tort (including intentional tort), fraud, agency, your or our negligence, statutory or regulatory provisions, or any other sources of law; Claims made as counterclaims, cross-claims, third-party claims, interpleaders or otherwise; and Claims made independently or with other claims. A party who initiates a proceeding in court may elect arbitration with respect to any Claim advanced in that proceeding by any other party. Claims and remedies sought as part of a class action, private attorney general or other representative action are subject to arbitration on an individual (non-class, non-representative) basis, and the arbitrator may award relief only on an individual (non-class, non-representative) basis.

Whose Claims are subject to arbitration? Not only ours and yours, but also Claims made by or against anyone connected with us or you or claiming through us or you, such as a co-applicant or Authorized User of your account, an employee, agent, representative, affiliated company, predecessor or successor, heir, assignee, or trustee in bankruptcy.

What time frame applies to Claims subject to arbitration? Claims arising in the past, present, or future, including Claims arising before the opening of your account, are subject to arbitration.

Broadest interpretation. Any questions about whether Claims are subject to arbitration shall be resolved by interpreting this arbitration provision in the broadest way the law will allow it to be enforced. This arbitration provision is governed by the Federal Arbitration Act (the "FAA").

What about Claims filed in Small Claims Court? Claims filed in a small claims court are not subject to arbitration, so long as the matter remains in such court and advances only an individual (non-class, non-representative) Claim.

What about debt collections? We and anyone to whom we assign your debt will not initiate an arbitration proceeding to collect a debt from you unless you assert a Claim against us or our assignee. We and any assignee may seek arbitration on an individual basis of any Claim asserted by you, whether in arbitration or any proceeding, including in a proceeding to collect a debt. You may seek arbitration on an individual basis of any Claim asserted against you, including in a proceeding to collect a debt.

How Arbitration Works

How does a party initiate arbitration? The party filing an arbitration must choose one of the following two arbitration firms and follow its rules and procedures for initiating and pursuing an arbitration: American Arbitration Association or JAMS. Any arbitration hearing that you attend will be held at a place chosen by the arbitration firm in the same city as the U.S. District Court closest to your current billing address, or at some other place to which you and we agree in writing. You may obtain copies of the current rules of each of the arbitration firms and forms and instructions for initiating an arbitration by contacting them as follows:

American Arbitration Association
800-778-7879 (toll-free)
Website: www.adr.org

JAMS
800-352-5267 (toll-free)
Website: www.jamsadr.com

At any time you or we may ask an appropriate court to compel arbitration of Claims, or to stay the litigation of Claims pending arbitration, even if such Claims are part of a lawsuit, unless a trial has begun or a final judgment has been entered. Even if a party fails to exercise these rights at any particular time, or in connection with any particular Claims, that party can still require arbitration at a later time or in connection with any other Claims.

What procedures and law are applicable in arbitration? A single, neutral arbitrator will resolve Claims. The arbitrator will be either a lawyer with at least ten years' experience or a retired or former judge, selected in accordance with the rules of the arbitration firm. The arbitration will follow procedures and rules of the arbitration firm in effect on the date the arbitration is filed unless those procedures and rules are inconsistent with this Agreement, in which case this Agreement will prevail. Those procedures and rules may limit the discovery available to you or us. The arbitrator will take reasonable steps to protect customer account information and other confidential information if requested to do so by you or us. The arbitrator will apply applicable substantive law consistent with the FAA and applicable statutes of limitations, will honor claims of privilege recognized at law, and will have the power to award to a party any damages or other relief provided for under applicable law. You or we may choose to have a hearing and be represented by counsel. The arbitrator will make any award in writing and, if requested by you or us, will provide a brief statement of the reasons for the award. An award in arbitration shall determine the rights and obligations between the named parties only, and only in respect of the Claims in arbitration, and shall not have any bearing on the rights and obligations of any other person, or on the resolution of any other dispute.

Who pays? Whoever files the arbitration pays the initial filing fee. If we file, we pay; if you file, you pay, unless you get a fee waiver under the applicable rules of the arbitration firm. If you have paid the initial filing fee and you prevail, we will reimburse you for that fee. If there is a hearing, we will pay any fees of the arbitrator and arbitration firm for the first day of that hearing. All other fees will

be allocated as provided by the rules of the arbitration firm and applicable law. However, we will advance or reimburse your fees if the arbitration firm or arbitrator determines there is good reason for requiring us to do so, or if you ask us and we determine there is good reason for doing so. Each party will bear the expense of that party's attorneys, experts, and witnesses, and other expenses, regardless of which party prevails, but a party may recover any or all expenses from another party if the arbitrator, applying applicable law, so determines.

Who can be a party? Claims must be brought in the name of an individual person or entity and must proceed on an individual (non-class, non-representative) basis. The arbitrator will not award relief for or against anyone who is not a party. If you or we require arbitration of a Claim, neither you, we, nor any other person may pursue the Claim in arbitration as a class action, private attorney general action or other representative action, nor may such Claim be pursued on your or our behalf in any litigation in any court. Claims, including assigned Claims, of two or more persons may not be joined or consolidated in the same arbitration. However, applicants, co-applicants, authorized users on a single account and/or related accounts, or corporate affiliates are here considered as one person.

When is an arbitration award final? The arbitrator's award is final and binding on the parties unless a party appeals it in writing to the arbitration firm within fifteen days of notice of the award. The appeal must request a new arbitration before a panel of three neutral arbitrators designated by the same arbitration firm. The panel will consider all factual and legal issues anew, follow the same rules that apply to a proceeding using a single arbitrator, and make decisions based on the vote of the majority. Costs will be allocated in the same way they are allocated for arbitration before a single arbitrator. An award by a panel is final and binding on the parties after fifteen days has passed. A final and binding award is subject to judicial review and enforcement as provided by the FAA or other applicable law.

Survival and Severability of Terms

This arbitration provision shall survive: (i) termination or changes in the Agreement, your Account, or the relationship between you and us concerning your Account; (ii) the bankruptcy of any party; and (iii) any transfer, sale or assignment of your Account, or any amounts owed on your Account, to any other person or entity. If any portion of this arbitration provision is deemed invalid or unenforceable, the entire arbitration provision shall not remain in force. No portion of this arbitration provision may be amended, severed or waived absent a written agreement between you and us.

FOR FURTHER INFORMATION

Call us toll-free for further information. Call the toll-free Customer Service telephone number shown on the Statement or on the back of your card. You can also call local or toll-free Directory Assistance to get our telephone number.