

Customers Bank Cardholder Agreement—Terms and Conditions

1. DEFINITIONS

AGREEMENT AND DISCLOSURE: This Cardholder Agreement (this “Agreement”) governs your BankMobile Credit Mastercard® credit card account (“Account”) with Customers Bank.

ACCOUNT DOCUMENTS: You have received or will receive certain documents in connection with your Account that we reference collectively as the “Account Documents,” which include the following:

1. This Agreement and all future changes to this Agreement;
2. Credit Card Account Opening Disclosure (the “Disclosure”);
3. Any privacy notices that describe our customer information practices;
4. All Billing Statements;
5. All documents and materials provided to you before you opened your Account—including the Credit Card Application Disclosure;
6. All information related to the benefits associated with your Account; and
7. Any rewards terms and conditions and related information, if your Account has rewards. Classic card Accounts do not contain rewards. Only rewards credit card Accounts do.

The Disclosure provides important information about annual percentage rates, specific types and amounts of interest charges and fees that may be charged to your Account under certain circumstances, and other important information about your Account. **Please read this Agreement, the Disclosure, and your other Account Documents carefully and retain for future reference. This Agreement contains an arbitration provision (including a class action arbitration waiver). It is also important that you read the entire “Claims and Arbitration of Disputes” section carefully.**

THE PARTIES: As used in this Agreement, the words “you” and “your” mean each person named on the application for the Account and anyone else authorized to use the Account in any way. The terms “we,” “us” and “our” mean Customers Bank. Using or allowing someone else to use your Account means you accept the terms of this Agreement. This Agreement contains our most current terms and supersedes earlier materials you may have received.

BALANCE CATEGORIES: We will keep track of the activity on your Account in different “Balance Categories.” These are the Balance Categories we use:

“Purchases” result from use of your card or your Account number to purchase goods and services;

“Cash Advances” result from your cash advances, use of checks or similar instruments (including electronic form or otherwise) that we provide (unless we tell you they will be treated differently);

“Balance Transfers” result from balances transferred from Other Accounts to your Account by any means; and

“Special Offers” result from use of your card or your Account number to take advantage of Introductory Rates or other special or promotional offers that we may make available to you. Each Special Offer may be considered a separate Balance Category. The amount and length of any Introductory Rate are described in the Disclosure.

BILLING STATEMENT: We will send you “Billing Statements” (also referenced as “Statements” and “Periodic Statements”) showing Account information including, among other things, transactions posted to your Account during a Billing Cycle, the Minimum Payment that is due on your Account for the Billing Cycle and the due date. A “Billing Cycle” is a period of time determined by us that is described on your Billing Statement.

2. USE OF YOUR ACCOUNT

ACCOUNT USE: You may use your card, your Account number or checks, or similar instruments (including electronic form or otherwise) that we send to you (“Account Access Devices”) to make Purchases and Balance Transfers, and to obtain Cash Advances. Each time you use your Account, you represent that you intend, and have the ability, to repay all amounts due. You are responsible for all charges made by anyone you allow to use your Account, even if they charge more than you intended. If you request that we issue a card or any Account Access Device to another person, you are responsible for all charges incurred by such person until you return their card to us, or until you notify us that use of their card or any Account Access Device is no longer authorized, whichever occurs first. We may, in our discretion and to the extent permitted by law, restrict, or refuse any request that we issue a card or any Account Access Device to another party. If unauthorized use of your Account occurs, we may ask you to reasonably cooperate in our investigation. We may request information regarding your knowledge of the person who allegedly obtained an extension of credit on the account or of that person's authority to do so. Anyone you authorize to obtain an extension of credit on your account will be considered an authorized user and any extension of credit they obtain will be considered to be authorized until you notify us in writing that you revoke such authorization. Each person named on the application for the Account and anyone else authorized to use the Account in any way is jointly and severally liable for all amounts due on this Account.

CREDIT LIMIT/AUTHORIZATIONS: Your “Credit Limit” is the maximum amount of credit available under your Account at any time. We will notify you of your Credit Limit with your Account Documents and on your Billing Statements, and we may change or restrict your credit availability at any time. You agree not to exceed the established Credit Limit and to pay any amount in excess of your Credit Limit immediately. We are not obligated to allow the balance of your Account to exceed its Credit Limit. If your Account is a joint Account, each of you may request Credit Limit increases subject to applicable law. We may raise or lower your Credit Limit at our discretion and may restrict the amount of the Credit Limit available for Cash Advances and Balance Transfers. You may not use your Account for (and we may decline authorization for) any illegal transaction. We may decline authorization for any Internet gambling transaction. We may, in our discretion and to the extent permitted by law, restrict or delay the availability of credit to

you for risk management purposes, and to protect you and us against actual or potential fraud, unauthorized transactions, or claims. We are not liable for declining authorization for any particular transaction, regardless of reason.

3. PAYMENTS

PROMISE TO PAY: You promise to pay all amounts due on your Account. You agree to review your Billing Statements and to notify us promptly of any errors (see “Your Billing Rights” below). You may pay all or part of the balance on your Account at any time. However, you must pay at least the Minimum Payment shown on your Billing Statement by the due date each month. You agree to follow the requirements for payments that we set forth on your Billing Statement, including requirements that payments be made in U.S. dollars and checks be drawn on a U.S. bank. If we choose to accept a payment that is not in U.S. dollars or not drawn on a U.S. bank, you agree to pay any collection or conversion fees assessed to us by third parties. We may accept payments which are marked “payment in full” or with similar markings without losing our right to receive payment of all amounts due on your Account. Partial payments offered in full satisfaction of a disputed amount must be sent to the address for notice of billing errors shown on your Billing Statement. We reserve our rights as to all such payments.

MINIMUM PAYMENT CALCULATION: The “Minimum Payment” is the minimum dollar amount shown on your Billing Statements that must be paid before the due date that is specified in your Billing Statement each month.

The Minimum Payment shall be:

- (1) your total new balance if it is less than or equal to \$25; or
- (2) The greater of (a) \$25, or (b) the billed Interest Charges and billed late fees, if any, plus 1% of the total new balance.

If your Account balance exceeds your Credit Limit, we will add to the Minimum Payment the amount necessary to reduce your balance to your approved Credit Limit. If your Account is past due, we will also add any amount that is past due on your Account.

APPLICATION OF PAYMENTS: We may apply your Minimum Payment to Balance Categories in the order we choose. We apply payment amounts above the Minimum Payment to the Balance Category with the highest Annual Percentage Rates, in descending order. Until we determine a payment is unlikely to be returned, your available credit may not reflect the payment.

APPLICATION OF CREDITS: We will apply credits, such as a merchant’s refund for goods or services purchased on your Account, to your Account as required by law. In some cases, credits may not be posted to your Account until a Billing Cycle subsequent to the date of the credit transaction.

4. INTEREST CHARGES & FEES

FIXED RATE INFORMATION: If any Annual Percentage Rate is expressly labeled or described as “fixed” on your Account, the fixed rate will not change for any reason during: (1) its specified duration; or (2) the life of the applicable balance or Account if either no duration is specified or the duration is indefinite. If any Annual Percentage Rate is not expressly labeled or described as “fixed,” it is variable.

VARIABLE RATE INFORMATION: If any Annual Percentage Rate is variable, your rate is determined by adding the applicable margin to the applicable Index, as described in the Disclosure. The daily periodic rate is 1/365th (1/366th during leap years) of the Annual Percentage Rate.

ACCRUAL OF INTEREST CHARGES: We will accrue Periodic Rate Interest Charges on each of the Balance Categories from the date of each transaction or the first day of the Billing Cycle in which the transaction is added to your Account, whichever is later.

GRACE PERIOD: We will not charge you any interest on Purchases if you pay your entire balance by the due date each month; this is called the “Grace Period.” Payment in full is generally required to obtain the benefit of the Grace Period. We will give you the benefit of the Grace Period for partial payments to the extent required by law. The Grace Period applies only to Purchases and, if applicable, Special Offers. The Grace Period does not apply to Balance Transfers or Cash Advances.

PERIODIC RATE INTEREST CHARGES: “Periodic Rate Interest Charges” are charges to your Account based on the application of Annual Percentage Rates and will be calculated using daily periodic rates which correspond to applicable Annual Percentage Rates. These rates may vary by Balance Category.

(A) If your Account was opened with an Introductory Rate(s), the rate(s) for your Account will be at the Introductory Rate(s) shown on the Disclosure and will continue in effect as shown on the Disclosure.

(B) After the Introductory Rate(s) expire or if your Account does not have an Introductory Rate, the Annual Percentage Rate(s) for your Account will be the rate(s) shown on the Disclosure.

(C) The Annual Percentage Rate(s) applicable to any Special Offers and circumstances under which it will apply will be provided to you when we make the offer.

INTEREST CHARGES AND BALANCE CALCULATIONS: We use the Average Daily Balance (including new Purchases) method to compute a portion of the interest charges on your Account. We calculate Periodic Rate Interest Charges separately for each Balance Category.

(A) To compute billed Periodic Rate Interest Charges:

- (1) For each Balance Category, we multiply your “Daily Balance” (see below) by the applicable daily periodic rate for each day of the Billing Cycle; then (2) We add together all of the amounts calculated in (1) above.

(B) To compute the “Daily Balance” for each Balance Category:

- (1) We take the beginning balance of the Balance Category each day;
- (2) Add any new transactions (such as purchases, balance transfers, cash advances and debit adjustments, as applicable) and any new fees applicable to that Balance Category; and
- (3) Subtract any payments, credits, credit adjustments, non-accruing fees and unpaid interest charges applicable to that Balance Category.

We treat a credit balance as a balance of zero. Also, for purposes of these computations, we may delay adding some fees to your Daily Balance for each Balance Category (for example, some fees may not be added to your Daily Balance until the Billing Cycle after they are imposed). We also may subtract some payments or portions of some payments from your Daily Balance of each Balance Category earlier than when they were actually received (for example, for Grace Period purposes, portions of some payments received in one Billing Cycle may be considered applied to your Purchase Balance Category or Special Offer Balance Category, as applicable, at the end of the prior Billing Cycle).

We add the amount calculated in accordance with (A)(1) above to the Daily Balance for each Balance Category and this amount becomes the beginning balance for that Balance Category for the next day.

On your Billing Statement, we will calculate an “Average Daily Balance” for each Balance Category by adding all your Daily Balances for that Balance Category and dividing that amount by the number of days in the Billing Cycle. If you multiply the Average Daily Balance for a Balance Category by its daily periodic rate and multiply the result by the number of days in the Billing Cycle, the total will equal the billed Periodic Rate Interest Charges for that Balance Category, except for minor variations due to rounding.

Billed Periodic Rate Interest Charges will appear on your Billing Statement labeled as “Interest Charge” for each Balance Category. The Interest Charges for each Balance Category will be totaled on your Billing Statement and listed as the “Total Interest.” This Agreement provides for daily compounding of interest charges and fees.

ANNUAL FEE: If your Account has an annual fee, it is shown on the accompanying Disclosure and will be charged to your Account as a Purchase.

BALANCE TRANSFERS AND BALANCE TRANSFER FEES: We may permit you to transfer balances from other credit card companies or financial institutions (“Other Accounts”) to your Account. All Balance Transfer requests are subject to our approval; we are not liable if we do not accept a requested Balance Transfer. We reserve the right to process Balance Transfers in the order we select and to limit the amount of any Balance Transfers that we may process (this amount may be less than your Credit Limit). If you request an amount that we do not approve, we may process a partial transfer for less than you requested, or we may decline the entire request. You may not transfer any balance you owe from any other Customers Bank account or any of your

accounts with any of our related companies. You should not transfer any amount that is in dispute in order to preserve your dispute rights. You should continue to monitor the Other Accounts from which you have requested a balance be transferred to your Account and you should continue to pay the minimum payments due on the Other Accounts until you receive confirmation from those creditors showing that the balances due on the Other Accounts have been paid in full. This may not happen until after the Balance Transfer appears on your Billing Statement from us. We are not liable for any late payments, interest or finance charges or disputed amounts on your Other Accounts. If you want your Other Accounts closed following a Balance Transfer, you are responsible for doing so.

We will charge you a Balance Transfer Fee for each Balance Transfer as shown on the Disclosure. Balance Transfer Fees will be added to your Balance Transfers Balance Category.

CASH ADVANCE FEES: A Cash Advance Fee will be imposed for each Cash Advance transaction as shown on the Disclosure and added to your Cash Advances Balance Category.

FOREIGN TRANSACTION FEES: A Foreign Transaction Fee may be assessed on all transactions made: (a) in currencies other than U.S. dollars; (b) with a foreign merchant; or (c) outside the United States. The foreign transaction fee will be equal to a certain percentage of the amount of each foreign transaction (after conversion to U.S. dollars) as shown on the Disclosure. These fees will be added to the Balance Category that we select.

PENALTY FEES

LATE PAYMENT FEE: For each Minimum Payment which is not received by the payment due date or is dishonored for any reason, we may charge you a late fee as disclosed on the accompanying disclosure according to the amount of your new balance.

OTHER FEES: We may charge additional fees from time to time. The amount charged for these fees is shown in the Disclosure unless otherwise indicated. Each of the below fees will be added to the Balance Category that we select.

Returned Payment Fee. Subject to applicable law, a returned payment fee may be assessed as indicated on the Disclosure for any payment (including any ACH or electronic payments) on your Account which is dishonored or returned unpaid for any reason (including any payment returned because it is not signed, authorized or cannot be processed for any reason).

Rush Card Fees. We may charge you a fee for an expedited delivery of additional or replacement cards. This fee is not listed on the Disclosure but will be disclosed to you upon your request of such expedited delivery.

ATM Surcharge. For all ATM transactions, a surcharge may be imposed by the ATM operator. This surcharge is imposed by third parties and will be charged to your Account.

TRANSACTIONS MADE IN FOREIGN CURRENCIES: Transactions made in currencies other than U.S. dollars will be converted to U.S. dollars under the current regulations of Mastercard®. Those regulations currently provide that the conversion rate may be either (a) a wholesale market rate; or (b) a government-mandated rate. Mastercard® currently uses the rate in effect on the date they process your transaction. The currency conversion rate in effect on the date your transaction is processed may differ from the rate in effect on the transaction date or the posting date.

5. CLOSURE OR IMMEDIATE PAYMENT OF YOUR ACCOUNT

REASONS FOR REQUIRING IMMEDIATE PAYMENT: Subject to applicable law and any right to cure that you may have under that law, we may require immediate payment of your entire Account balance if:

1. You do not make any Minimum Payment to us when due;
2. You exceed your Credit Limit;
3. You make a payment to us that is dishonored for any reason;
4. You die;
5. You give us false or misleading information;
6. A petition is filed by or against you in any bankruptcy or other insolvency proceeding;
7. A receiver, liquidator or trustee is appointed for you or any of your property or you make an assignment for the benefit of creditors;
8. You are generally not paying or have announced that you will not pay your debts as they come due;
9. A breach occurs under any note, loan agreement, or other obligation for borrowed money to which you are a party;
10. A material adverse change occurs in your financial or other condition; or
11. You violate this Agreement or any other agreement you make with us.

Further, if any of the above-referenced events occurs, we may take the following actions with or without notice to you (in accordance with applicable law): close or suspend your Account, lower the Account Credit Limit, increase your Minimum Payment, pursue any other lawful action against you, including the filing of a lawsuit against you. Our acceptance of a payment after one or more of the above-listed events does not waive our right to pursue any other lawful remedies to which we are entitled under law.

COLLECTION COSTS: You agree to pay all of our reasonable costs incurred in pursuing collection of the amount you owe, including attorneys' fees.

TERMINATION OR SUSPENSION OF CREDIT PRIVILEGES: We may at any time, with or without cause and without advance notice, terminate this Agreement and/or temporarily or permanently suspend your credit privileges. Your obligations under this Agreement continue after your rights to obtain credit have been terminated or suspended.

6. CHANGES IN TERMS AND OUR RIGHTS

IMPORTANT NOTICE REGARDING CHANGES IN TERMS: Subject to applicable law, we may unilaterally change the Annual Percentage Rates, fees and other terms of this Agreement at any time, including after your Account is closed (regardless of the reason for closure). This includes modifications, deletions of existing terms and the addition of new provisions, including nonfinancial provisions (for example, we may add provisions relating to our enforcement rights or the resolution of claims and disputes). If we make changes, we will send you all notices required by law. *Unless we explain otherwise in a change in terms notice you receive*, the following rules will apply: (1) changes will be automatically effective on the date we specify and without the necessity of any further assent on your part; and (2) use of your Account is not necessary for a change in terms to be effective.

OUR RIGHTS: Our failure to exercise, or our delay in exercising, any of our rights under this Agreement for any reason will not mean we are unable to exercise those rights later. We may, from time to time on a consistent or inconsistent basis, take (or refrain from taking) certain actions that benefit you but that are not required by this Agreement or applicable law. Any such course of dealing or course of performance on our part shall not be considered as an additional legal obligation to you under this Agreement. We may discontinue any such course of dealing or course of performance at any time without prior written notice.

7. USING YOUR ACCOUNT THROUGH CHECKS AND SIMILAR INSTRUMENTS

CHECKS THAT ACCESS YOUR ACCOUNT: Any checks or similar instruments (including electronic form or otherwise) that we provide to you or issue on your behalf will be treated as Cash Advances, unless we indicate otherwise. Checks or similar instruments (including electronic form or otherwise) that we provide to you may not be used to make payments on any account you have with us. To stop payment on a check or similar instrument (including electronic form or otherwise), you must notify us of the number and amount of the check or similar instrument before we receive it; we need not stop payment on checks or similar instruments that we issue on your behalf. We may pay postdated checks or similar instruments (including electronic form or otherwise) unless you follow the procedure for stop payments.

8. OTHER PROVISIONS

CARDHOLDER BENEFITS AND REWARDS: We may provide you with the opportunity to earn cardholder benefits and rewards with respect to your Account. If we do, we will separately provide you with the terms and conditions applicable to these opportunities. If there is any rewards membership fee on your Account, it will be outlined in your rewards terms and conditions document and will be charged to your Account as a Purchase. Cardholder benefits and rewards are subject to change or termination without notice. Cardholder benefits and rewards also may be provided by third parties; we are not liable for such benefits or rewards or for the actions or omissions of those third parties.

COMMUNICATIONS WITH YOU AND OTHERS (including credit bureaus): We may call or email you (using live operators, automatic dialing devices, and/or recorded messages) at home or work and those calls or emails will not be considered unsolicited. If you provide a mobile phone number to us, either on the application or to a representative, you expressly agree and consent that we (or third parties on our behalf) may contact you (including for collection purposes) at that mobile phone number through telephone calls or through mobile text messages, and represent that you have the authority to agree and consent to such contacts. You acknowledge that such consent is applicable even if you are charged by your service provider for our communications to you. We may monitor or record any calls we make or receive. If you provide us with an email address, either on the application or to a representative, or if you send us an email, you agree that we may contact you (including for collection purposes) at that email address. 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 make inquiries of third parties in connection with maintaining and collecting your Account, and you authorize such third parties to release information about you to us. You agree to notify us of any change in your mailing address at least 10 days before such change. We may, in our discretion, accept address corrections from the United States Postal Service. If mailed, notices to you shall be considered given when we include the notice on or with your Billing Statement, or when we deposit the notice in the U.S. mail addressed to the most recent address we have for you.

TRANSFERS: We may transfer all or part of your Account balance, along with our rights under this Agreement, to another person or entity. That person or entity will then be entitled to enforce our rights under this Agreement. You may not transfer your rights or obligations under this Agreement.

GOVERNING LAW: Federal law and the law of Pennsylvania will govern the interpretation and enforcement of this Agreement regardless of conflict of law principles. If there is any conflict between any of the terms and conditions of this Agreement and applicable law, this Agreement will be considered changed to the extent necessary to comply with applicable law.

ENTIRE AGREEMENT AND SEVERABILITY: This Agreement, as modified by any change in terms we may provide, supersedes any prior communications between you and us. Any invalid or unenforceable provision of this Agreement will not affect whether any other provision is valid or enforceable.

SECTION HEADINGS AND SUMMARIES: The section headings and summaries provided in this Agreement are provided only for your and our convenience. The section headings and summaries do not define or describe the entire scope or intent of any portion of this Agreement.

9. CLAIMS AND ARBITRATION OF DISPUTES

NOTE: If we have determined that you are a “covered borrower,” as that term is defined under the Military Lending Act regulation, 32 CFR Part 232 (meaning, generally, if you are active military or a dependent of active military at the time your Account is opened), the

following arbitration provision does not apply to your Account even if, at the time of a later dispute between us, you are no longer a covered borrower.

This section of this Agreement does not apply to any dispute in which the amount in controversy is within the jurisdictional limits of, and is filed in, a small claims court. We and you agree to arbitrate all other disputes and claims between you and us. This agreement to arbitrate is intended to be broadly interpreted. This arbitration agreement does not preclude you from bringing issues to the attention of federal, state, or local agencies. Such agencies can, if the law allows, seek relief against us on your behalf. You agree that, by entering into this Agreement, you and we are each waiving the right to a trial by jury or to participate in a class action. This Agreement evidences a transaction in interstate commerce, and thus the Federal Arbitration Act governs the interpretation and enforcement of this provision. This arbitration provision shall survive termination of this Agreement.

A party who intends to seek arbitration must first send to the other, by certified mail, a written Notice of Dispute ("Notice"). The Notice to us should be addressed to: Consumer Lending Operations (43 Summit Sq., Suite 200 Route 413 & Doublewoods Road, Langhorne, PA 19047). The Notice must (a) describe the nature and basis of the claim or dispute; and (b) set forth the specific relief sought (the "Demand"). If we do not reach an agreement with you to resolve the claim within 30 days after the Notice is received, we or you may commence an arbitration proceeding. During the arbitration, the amount of any settlement offer made by us or you shall not be disclosed to the arbitrator until after the arbitrator determines the amount, if any, to which you or we are entitled.

You may download or copy a form Notice and a form to initiate arbitration from here: bankmobile.com/credit-card-downloads.

The arbitration will be governed by the Consumer Arbitration Rules ("AAA Rules") of the American Arbitration Association ("AAA"), as modified by this Agreement, and will be administered by the AAA. The AAA Rules are available online at www.adr.org, by calling the AAA at 1-800-778-7879, or by writing to the Notice Address. The AAA Rules and the fee schedule therein set forth your limited obligation to pay filing fees. However, should you be unable to afford the filing fee as determined by the AAA Rules, we will consider in good faith any bona fide request to pay or reimburse such fees. All issues are for the arbitrator to decide, except that issues relating to the scope and enforceability of the arbitration provision are for the court to decide. Unless we and you agree otherwise, any arbitration hearing that you attend will take place in the federal judicial district in which you reside. If your claim is for \$10,000 or less, we agree that you may choose whether the arbitration will be conducted solely on the basis of documents submitted to the arbitrator, through a telephonic hearing, or by an in-person hearing as established by the AAA Rules. If your claim exceeds \$10,000, the right to a hearing will be determined by the AAA Rules. Regardless of the manner in which the arbitration is conducted, the arbitrator shall issue a reasoned written decision sufficient to explain the essential findings and conclusions on which the award is based.

The arbitrator may award injunctive relief only in favor of the individual party seeking relief and only to the extent necessary to provide relief warranted by that party's individual claim. YOU AND WE AGREE THAT EACH MAY BRING CLAIMS AGAINST THE OTHER ONLY IN YOUR OR OUR INDIVIDUAL CAPACITIES AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE PROCEEDING. Further, unless both you and we agree otherwise, the arbitrator may not consolidate more than one person's claims and may not otherwise preside over any form of a representative or class proceeding. If this specific proviso is found to be unenforceable, then the entirety of this arbitration provision shall be null and void.

Notwithstanding any provision in this Agreement to the contrary, we agree that if we make any future change to this arbitration provision (other than a change to the Notice Address), you may reject any such change by sending us written notice within 30 days of change to the Arbitration Notice Address provided above. By rejecting any future change, you are agreeing that you will arbitrate any dispute between you and us in accordance with this provision.

These arbitration provisions shall survive closure of your Account or termination of all business with us.

Effects of Arbitration: If either of you or us chooses arbitration, neither you nor we will have the right to litigate the dispute in court or have a jury trial. In addition, you will not have the right to participate as a representative or member of any class of claimants pertaining to any dispute subject to arbitration. Notwithstanding the foregoing, any question as to the validity and effect of this class action waiver shall be decided solely by a court of competent jurisdiction, and not by the arbitrator.

10. BILLING RIGHTS AND DISPUTES

YOUR BILLING RIGHTS; KEEP THIS NOTICE FOR FUTURE USE

This notice tells you about your rights and our responsibilities under the Fair Credit Billing Act.

WHAT TO DO IF YOU FIND A MISTAKE ON YOUR STATEMENT

If you think there is an error on your Statement, write to us at:

- Customers Bank
Consumer Lending Credit Card Operations Department
40 General Warren Blvd. Suite 200 Malvern, PA 19355

In your letter, provide us with the following information:

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

You must contact us:

- Within 60 days after the error appeared on your Statement.
- At least 3 business days before an automated payment is scheduled, if you want to stop payment on the amount you think is wrong.

You must notify us of any potential errors in writing (or electronically). You may call us, but if you do, we are not required to investigate any potential errors and you may have to pay the amount in question. While we investigate whether or not there has been error, the following are true:

- We cannot try to collect the amount in question or report you as delinquent on that amount.
 - The charge in question may remain on your Statement, and we may continue to charge you interest on that amount. But if we determine that we made a mistake, you will not have to pay the amount in question or any interest or other fees related to that amount.
- While you do not have to pay the amount in question, you are responsible for the remainder of your balance.
- We can apply any unpaid amount against your credit limit.

After we finish our investigation, one of two things will happen:

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

If you receive our explanation but still believe your bill is wrong, you must write to us within 10 days telling us that you still refuse to pay. If you do so, we cannot report you as delinquent without also reporting that you are questioning your bill. We must tell you the name of anyone to whom we reported you as delinquent, and we must let those organizations know when the matter has been settled between us. If we do not follow all of the rules above, you do not have to pay the first \$50 of the amount you question even if your bill is correct.

YOUR RIGHTS IF YOU ARE DISSATISFIED WITH YOUR PURCHASES

If you are dissatisfied with the goods or services that you have purchased with your credit card, and you have tried in good faith to correct the problem with the merchant, you may have the right not to pay the remaining amount due on the purchase.

To use this right, all of the following must be true:

1. The purchase must have been made in your home state or within 100 miles of your current mailing address, and the purchase price must have been more than \$50. (Note: Neither of these are necessary if your purchase was based on an advertisement we mailed to you, or if we own the company that sold you the goods or services.)
2. You must have used your credit card for the purchase. Purchases made with cash advances from an ATM or with a check that accesses your credit card Account do not qualify.
3. You must not yet have fully paid for the purchase.

If all of the criteria above are met and you are still dissatisfied with the purchase, contact us in writing (or electronically) on a separate sheet at:

- Customers Bank
Consumer Lending Credit Card Operations Department
40 General Warren Blvd. Suite 200 Malvern, PA 19355

While we investigate, the same rules apply to the disputed amount as discussed above. After we finish our investigation, we will tell you our decision. At that point, if we think you owe an amount and you do not pay, we may report you as delinquent.

CREDIT CARD - REWARDS PROGRAM TERMS AND CONDITIONS SUMMARY

BankMobile Credit Rewards powered by ScoreCard® Bonus Point Program Rules

1. As provided in these BankMobile Credit Rewards powered by ScoreCard® Bonus Point Program Rules (“Rules”), account holders (“You” or “Your”) earn one (1) Bonus Point (“Point(s)”) in the BankMobile Credit Rewards powered by ScoreCard Program (“Program”) for every \$1 dollar of a qualifying credit card purchase. A qualifying purchase (“Qualifying Transaction”) shall mean: (i) a transaction that is charged to an eligible credit card account covered by the Program (“Account”), and (ii) a transaction that appears on your credit card statement during the Program period. Points are deducted for returns. No Points are earned for finance charges, fees, cash advances, convenience checks, ATM withdrawals, foreign transaction currency conversion charges or insurance charges posted to Your Account. Contact Your Account’s financial institution (“Sponsor”) for full details on the Program period dates during which You are eligible to earn Points. Cardholders that wish to opt out of the rewards program can do so by contacting their financial institution and submitting a request for processing.
2. Points can be used to order only the awards (“Award(s)”) available in the current Program. You may select Awards from any level, as long as You have a sufficient number of Points available in Your Account as of the date Your redemption is processed. Point requirements

assigned to any Award are subject to change from time to time without notice, and Awards may be substituted at any time. Should an Award be discontinued, it will be replaced with an Award of equal or greater value or, if no suitable substitute is available, You will be advised to make an alternative selection, or Your Points may be returned to Your Account.

3. Your merchandise Award will usually be delivered by a commercial delivery service or the U.S. Postal Service within 4-6 weeks of processing Your order. Shipments cannot be made to a post office box. If You have an APO, U.S. eligible territory or international address, please contact ScoreCard Award Headquarters for details regarding merchandise options and shipments before ordering.
4. Note any damages or shortages on the delivery receipt before signing to accept delivery from the carrier. An Award received damaged or defective may be returned to the shipper for replacement within thirty (30) days of delivery. All parts, instructions, warranty cards and original packaging materials must be returned with the Award.
5. Applicable manufacturers' or providers' warranties, if any, will be included with Your Award. Warranty claims must be directed to the manufacturer or provider, as applicable. SPONSOR, ANY THIRD PARTY UTILIZED BY SPONSOR TO ADMINISTER THE PROGRAM ("Program Administrator") AND THEIR AFFILIATES, AND ANY ASSOCIATION OR ORGANIZATION OF WHICH YOUR SPONSOR IS A MEMBER IN CONNECTION WITH THE PROGRAM ("ASSOCIATION") MAKE NO AWARD, PRODUCT, OR MERCHANDISE REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, AND DISCLAIM ANY AND ALL LIABILITY AS TO THE CONDITION, QUALITY, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OF AWARDS, PRODUCTS, MERCHANDISE AND/OR SERVICES PROVIDED THROUGH THIS PROGRAM. THE PROGRAM ADMINISTRATOR AND ITS AFFILIATES WILL NOT BE LIABLE FOR ANY DEFECTS IN AWARDS OR DAMAGES RESULTING FROM USE OF ANY AWARDS PROVIDED THROUGH THE PROGRAM.
6. Points have no cash value. Points cannot be exchanged for cash or credit; used with any other offer, promotion or discount; combined with cash to obtain any Awards; or, earned from or transferred to any other credit and/ or debit card, account or rewards program, unless otherwise specified. Note: For the BankMobile Credit Rewards Program, points can be redeemed for a statement credit or an ACH deposit to your bank account based on the reward increments available (\$25, \$50, \$75, \$100) in the BankMobile Credit Rewards Program.
7. Your BankMobile Credit Rewards Powered by ScoreCard earnings statement will normally include the number of Points earned, subject to adjustment as provided for in these Rules. In the event You redeem unearned Points, Your Account may be charged for the actual cash difference between the cost of the Award redeemed and the net value of the actual Points available.

8. Your Account must be open and in good standing (i.e., not cancelled, terminated by either party or otherwise not available for Your use as a payment method) at the time Your order is received for processing. Sponsor reserves the right to suspend Your participation in the Program until the Account is in good standing.
9. Despite the Program's best efforts to ensure accuracy, printing and Web site errors may occasionally occur. The Program Administrator reserves the right to correct such errors at any time.
10. The Program may be modified, suspended or cancelled, and the redemption value of already accumulated Points may be changed, at any time without notice and without restriction or penalty. Changes to the Program may include, but are not limited to, modifications that affect Point accrual and/or expire Points based on the Point term, age and expiration date of the selected options(s). Award orders must be received on or before the Program end and/or Point expiration date. Contact Your Sponsor for details on any current promotions affecting Point accrual or redemption options. Points may be forfeited due to Rules violations. This Program is void where prohibited or restricted by law. You are responsible for any applicable federal, state or local taxes.
11. You agree to hold the Program Administrator and its affiliates, any Association and any vendors or other providers associated with the Program harmless if Your Sponsor fails to meet its contractual or other obligations, resulting in Program interruption or termination prior to Your redemption of Points or receiving Your Awards. You also agree to hold the Program Administrator and its affiliates, Sponsor and Association harmless if a Program vendor or provider files for bankruptcy, or otherwise goes out of business after You have redeemed Your Points for an Award from the vendor or provider but before You receive or use the Award.
12. Certain restrictions may apply to travel certificates, tickets and documents. Travel and other certificates are not exchangeable, refundable, transferrable or redeemable for cash. All travel certificates, tickets and documents will be mailed first class U.S. Mail and will not be replaced in the event of loss, destruction or theft. Your Award will usually be delivered within 4-6 weeks of processing Your order but is not guaranteed. You may request travel certificates, tickets and documents to be delivered by overnight carrier and agree to pay any associated additional delivery fees before shipment. You are responsible for any airline security fees and any surcharges or additional fees that may be imposed by the airlines or aviation authority and You must pay them by permissible credit and/or debit card at the time of the reservation booking. See the Program Web site for specific travel Award terms and conditions.
13. The Rules are subject to change at any time without notice. The most current version of these Rules is available on the Program Web site. Some Sponsors may choose to add additional local rules and opportunities. Please ask Your Sponsor to see if such local rules are applicable to Your participation in the Program.

14. The Program Administrator shall resolve all questions of what constitutes a Qualifying Transaction. All such resolutions or determinations by the Program Administrator are final. The use of Your Account following receipt of these Rules will indicate Your agreement to these Rules.
15. If the Rewards Customer elects to link his or her ScoreCard Program participating Payment Card and Driver Rewards account, the accounts will be linked for future Reward Transactions and that Rewards Customer will not have the option to opt-out of combining his/her points balance at the time of each corresponding Reward Transaction.