

## **TCM Bank, N.A. Business Cardholder Agreement - Effective: February 17, 2020**

This Business Cardholder Agreement (“Agreement”), the card carrier we send with your credit card, the accompanying sheet entitled “Supplemental Pricing Disclosure” and the application you signed or otherwise submitted, including any application disclosures (collectively, the “Business Cardholder Documents”), as well as any supplements or amendments to the Business Cardholder Documents, govern the use of your TCM Bank, N.A. Visa® or MasterCard® credit card (“Card”) account (your “Account”). All the Business Cardholder Documents are part of and are incorporated into this Agreement. By signing (including by any electronic or digital signature) your Card, your Account application, any accepted sales slip, or any other document in connection with the use of your Card or your Account, or by using your Card or allowing someone else to use it, you agree to the terms and conditions of this Agreement. Please read this Agreement thoroughly and retain a copy for your records. To the extent the provisions of any Supplemental Pricing Disclosures, application disclosures or application contain any conflicting or additional terms applicable to your Card, the terms of such other documents will control to the extent of any conflict with this Agreement and/or apply to the Card, as applicable. As used in this Agreement: *we, us, our*, and similar terms mean TCM Bank, N.A., and all its respective parents, wholly or majority owned subsidiaries, affiliates, predecessors, successors, assigns, employees, officers, and directors (collectively, “TCM”). The words *you, yours*, and *Cardholder* mean the business entity which applied to open this Account and all persons responsible for complying with this Agreement, including the owner, officer or partners of the business entity with the authority to bind the business who applied for the Account, as well as the person to whom we address Account statements. You agree, jointly and severally, to be bound by the terms of this Agreement. As the Cardholder that asked us to open the Account, you are the “Primary Cardholder,” and you will have an Account with us. You may request that we issue a Card to another person or employee designated by you and, if we do, that person will be called an “Authorized User” on your Account and the Card will be an “Additional Card.” Not in limitation of any other provision of this Agreement, for the purposes of this Agreement, all Cards shall be deemed to be issued to you and used by you, and you will be fully liable for all obligations incurred through use of the Cards, unless otherwise provided herein. Visa is a registered trademark of Visa International Service Association and is used by us pursuant to license. MasterCard is a registered trademark of MasterCard International Incorporated and is used by us pursuant to license.

**This Agreement is governed by the substantive laws (excluding laws of conflict) and regulations of the United States (“federal law”) and the laws and regulations of the State of Florida no matter where the Account is used. We reserve all our rights with respect to the preemptive effect of any applicable federal laws and/or regulations.**

**This Agreement is entered between us and you in Florida. We make decisions about granting credit to you from, extend credit to you under this Agreement from, and accept payments from you in, Florida.**

**Use of the Card.** You may use the Card to obtain legal goods and services from any person or establishment accepting the Card (“Purchase(s)”) to obtain non-purchase related transactions (“Cash Advance(s)”) from us up to the applicable limits on your Account and to take advantage of other features of the Card. As used in this Agreement, the term “Purchases” will include Purchases and Balance Transfers (a “Balance Transfer” is transfer of funds to another creditor initiated by us at your request which may include transaction fees and adjustments associated with any Balance Transfer), and the term “Cash Advances” will include; a) Cash Advances, b) Convenience Checks (as used in this Agreement, the term “Convenience Check” means any check we provide to you for accessing your Account to obtain credit), c) obtaining funds through an automated teller machine (ATM) or a financial institution, d) purchasing a wire transfer, money order, foreign currency, travelers cheques, savings bonds, lottery tickets, gift cards or stored value load, e) purchase of cryptocurrency, including, but not limited to Bitcoin, or f) engaging in another similar transaction. As used in this Agreement, all amounts charged to an Account, which include the Annual Fee, if any, or other fees, and any Finance Charges imposed under the Agreement, will be called “Charges”. Charges include (but are not limited to) any Purchase, Balance Transfer, Cash Advance or Convenience Check in which you have evidenced an intent to incur a Charge, regardless of whether you have signed a charge form.

You are responsible for paying all amounts charged to the Account. You agree to notify us at once if the Card or any Convenience Checks we may issue on your Account are lost or stolen, or if you suspect they are being used without your permission. You agree to take reasonable steps to prevent the unauthorized use of any Card, Convenience Checks and your Account. You agree to sign the Card immediately when you receive it. You agree that any use of the Card by an Authorized User, or by another with your knowledge or consent is authorized use. You agree to notify us at once of any termination, resignation, or other change to the status of an employee who is an Authorized User and agree to be liable for any Purchases, Balance Transfers, Cash Advances or other transactions on the Card that occur before TCM's receipt of written notification of the change in employee status. You agree to notify us at once if the Card or any Convenience Checks we may issue on your Account are lost or stolen, or if you suspect they are being used without your permission. You agree to use the Account (including any Card and Convenience Checks) only for legal purchases of goods and services and not to use the Account, Cards and/or Convenience Checks for any unlawful purposes, including the purchase of goods or services prohibited by applicable laws or regulations. You expressly agree that Cards may not be used for gambling or wagering purposes, whether online or otherwise, even if otherwise permitted by applicable law. If you or any Authorized Users do use your Cards for unlawful purposes, including, without limitation, illegal internet gambling, and/or for any purposes which we do not permit, you will be in default under this Agreement and we may terminate your Account, but you still will be liable to us for all Charges relating to such transactions and all other transactions on your Account. You should not use the Card after the expiration date. You must immediately return the Card to us or destroy it if we ask you to. If you want to cancel your Account or any Cards, you must contact us and destroy the applicable Card. We reserve the right to deny authorization for any requested Charge even if the transaction would not cause you to exceed your credit limit or your Account is not in default. You agree to use your Account, including any Cards or Convenience Checks, solely for business or commercial purposes and not to use your Account for personal, family or household purposes. You further acknowledge and agree that TCM is relying upon your agreement to use the Account solely for business or commercial purposes in making this extension of credit to you.

We are not responsible for any losses you may incur if we do not authorize a requested Charge or if anyone refuses to accept your Card or any Convenience Check for any reason. You may obtain Cash Advances and Balance Transfers as permitted for your Account as described in this Agreement, but you may not use these to pay any amount you owe us or any of our affiliates or agents. We are not liable for any losses that may result when our services are unavailable due to reasons beyond our control.

**Credit Line Maintenance:** You agree to provide financial statements on the Cardholder as requested by us. Failure to do so may result in the suspension of charging privileges on your Account. You also agree to provide us with any information required by law or regulation, including information that may be required under the USA Patriot Act and the Bank Secrecy Act.

**Transfers:** You may not transfer your Account or any of your rights and obligations under this Agreement. Any such transfer will be void.

**Additional Cards:** You, as the Primary Cardholder, are responsible for all Charges on your Account. Any Additional Cards may be canceled by you or by us. You agree to make sure that any Additional Cards issued on your Account are used in a manner consistent with this Agreement. You also authorize us to discuss your Account with Authorized Users in the course of maintaining your Account. We may, in our sole discretion, pursue Authorized Users for payment of their Charges if you fail to pay those Charges. If you want to end an Authorized User's privilege to use your Account, you must recover and destroy that person's Card. If you do not, you will continue to be liable for any charges made, even if you have advised us of your wish to cancel that person's Card privileges, unless you tell us to cancel all Cards and establish a new Account for you or you report the Card as lost or stolen. You agree to notify each Authorized User that they are subject to all applicable sections of this Agreement.

**Credit Limit: The Credit Limit is the maximum amount of credit available on your Account.** We have provided you a separate written notice stating the applicable credit limit(s) on your Account. In addition, your monthly statements will show the amount of credit available to you for Purchases, Balance Transfers and Cash Advances and the ANNUAL PERCENTAGE RATES (APRs) for Purchases, Balance Transfers and Cash Advances, as of the monthly statement date. You agree not to use the Account in any way that would make the unpaid balance of your Account exceed the applicable credit limit. We are not obligated to honor any Card transaction that would cause the unpaid balance of your Account to exceed applicable credit limits (“Over Limit Transactions”). However, if we, in our discretion, honor any Over Limit Transaction, you agree to promptly pay us the amount more than the applicable credit limit and any Over Limit Fees. At our discretion, and subject to applicable law, we may increase, reduce your Credit Limit or the Balance Transfer or Cash Advance portions of your Credit Limit, or cancel your Credit Limit, at any time. A change to your Credit Limit or any portion thereof does not affect your obligation to pay us.

**Promotional Offers:** At our discretion, we may offer you a promotional ANNUAL PERCENTAGE RATE for all or a part of any balances or for certain types of transactions. The period of time for which the promotional rate applies may be limited. Any applicable promotional rate, the corresponding periodic rates, and the period of time during which it will be in effect will appear on the Supplemental Pricing Disclosure or be included on a promotional letter. Any promotional rate offer will be subject to the terms of the offer and this Agreement.

**Renewal of Cards and Cancellation:** The Card will be valid until the expiration date embossed on the Card. We will issue you renewal or replacement Cards before the current Card expires unless your Account is cancelled by you or by us or your Account is not in Good Standing at the time of such expiration. Your Account is in “Good Standing” if it is an open and active account with no holds or blocks present on the account.

**Liability for Charges and Finance Charges:** You may use the Card to obtain Purchases, Balance Transfers and Cash Advances up to the applicable credit limits on your Account. You are liable to us for all Charges you make, and all Charges made by holders of any Cards, Charges by Authorized Users and Additional Cards issued on your Account. This means you will be liable for all balances incurred on all Cards and Accounts issued pursuant to your application now or whenever such additional accounts may be established. Authorized Users using a Primary Cardholder’s Account are not liable for obligations incurred by the Primary Cardholder or by other Authorized Users. However, by each use of an Additional Card, the Authorized User indicates his or her agreement to pay us for that transaction and related Charges if you fail or refuse to pay that obligation.

**Payments:** Each month’s Total Minimum Payment (as defined below) for your Account is due by the payment due date (“Payment Due Date” is the date shown on your monthly statement by which your payment is due) shown on your monthly statement. The Total Minimum Payment will include any amount past due and over the applicable credit limit. You must pay us in U.S. currency, with a draft or a check drawn on a U.S. bank and payable in U.S. dollars, with a negotiable instrument payable in U.S. dollars and clearable through the U.S. banking system, or with a telephonic or electronic payment authorization in U.S. funds. You acknowledge that we process most payment checks electronically. We use the information on your check to create an electronic funds transfer. Each time you send a check, you authorize us to make a one-time electronic funds transfer. You also authorize us to process your check as a check or paper draft, as necessary. Funds may be withdrawn from your account as soon as the same day we receive your payment. You will not receive your cancelled check because we are required to destroy it. We will retain an electronic copy. If we decide to accept a payment made in some other form, your payment will not be credited until it is converted into one of the forms described herein. We may charge you any costs we incur in converting your payment.

If we do not receive payment by the Payment Due Date or if a payment is returned to us unpaid, we may charge your Account a Late Payment Fee or a Returned Payment Fee to cover collection costs on that payment in addition to any other applicable fees. All payments, if received by us prior to 5:00 pm Eastern Standard Time, shall be considered made on the date received at the payment address, as shown on your monthly statement. If payment is received after 5:00 pm Eastern Standard Time on any date,

payment will be deemed to have been received the following banking day. We may accept late payments, partial payments, or any payments marked as being payment in full or as being settlement of any dispute without losing any of our rights under this Agreement or under the law. Our acceptance of such payments does not mean we agree to change this Agreement in any way. You agree to pay all court costs plus all reasonable attorney's fees, if we must refer your Account to any attorney for collection, subject to the law of your jurisdiction.

**Availability Hold:** We may, at our discretion, withhold a portion of the available credit on your Account up to the amount of any payments to assure that the payment is honored.

**Monthly Statement – Total Minimum Payment:** The Total Minimum Payment required is the new balance shown on your monthly billing statement if the amount is equal to or less than \$15.00. Otherwise, it is the greater of: (A) 3.0% of the New Balance (rounded up to the nearest dollar), (B) \$15.00, or (C) 1% of the New Balance (rounded up to the nearest dollar) plus any unpaid **FINANCE CHARGES** and unpaid fees. If applicable, the Total Minimum Payment will include any amount over the applicable credit limit and any amount past due. You may pay more than the Total Minimum Payment or you may pay the total New Balance at any time. Your Total Minimum Payments will be applied in any order at our discretion. Payments in excess of the Total Minimum Payment will be applied to balances with the highest APR first and then to lower rate balances in descending order of APRs.

**How to Avoid Paying Interest:**

**Grace Period:** A grace period is the period between the end of a billing cycle and the date your payment is due during which credit extended may be repaid without incurring **FINANCE CHARGES**. During this period, you may not be charged interest as long as you pay your balance in full by the due date.

**Grace Period for Purchases (including Balance Transfers):** Your Payment Due Date is at least 23 days after the close of each billing cycle. We will not charge you any interest on Purchases (including Balance Transfers) if you pay your entire balance in full by the due date of each month. If you do not, you will accrue **FINANCE CHARGES** on all Purchases from the date the Purchase is posted to your Account. If you are not carrying a balance, then you can avoid paying interest on new Purchases (including Balance Transfers) if you pay your balance in full by the due date. If you do not pay your balance in full by the due date, you will be charged interest on the unpaid portion of the balance. You will also be charged interest on Purchases in the new billing cycle starting on the date each Purchase is made.

**Grace Period for Cash Advances (including Convenience Checks and other charges defined on page 1):** On Cash Advances there is no grace period, and **FINANCE CHARGES** on Cash Advances are always assessed from the day of the Cash Advance transaction or the first day of the billing cycle in which the Cash Advance is posted to your Account, whichever is later, until the day we receive payment in full of all outstanding Cash Advances.

**Calculation of Monthly Periodic Rate:**

**A.** The "Monthly Periodic Rates" for Purchases, Balance Transfers and Cash Advances for each billing cycle is 1/12th of the **ANNUAL PERCENTAGE RATE** for Purchases, Balance Transfers or Cash Advances, respectively, in effect for that billing cycle, rounded to the nearest one hundredth of a percentage point.

**B.** A separate Supplemental Pricing Disclosure accompanying this agreement states the **ANNUAL PERCENTAGE RATES** applicable to your Account, subject to paragraph C below. Please call us at (800) 883-0131 or write to us at TCM Bank, P.O. Box 31537, Tampa, FL 33631, to receive an additional copy of the Supplemental Pricing Disclosure or to learn the most current **ANNUAL PERCENTAGE RATES**.

C. For purposes of this Agreement, the Prime Rate used to determine your **ANNUAL PERCENTAGE RATES** for a billing cycle is the highest Prime Rate listed in *The Wall Street Journal* on the last business day of the calendar month prior to your statement closing date. Your APR will increase if the Prime Rate increases. Your minimum payment or the number of payments will increase if your APR increases. In the event that *The Wall Street Journal* ceases to be published or ceases to publish the Prime Rate, we may refer to the Prime Rate published in any other newspaper of general circulation in New York, New York, or we may substitute a similar reference rate at our sole discretion. Subject to applicable law, any balances transferred from another account to this Account shall be governed by the terms and conditions of this Agreement.

#### **Finance Charge Calculation Method and Computation of Average Daily Balance Subject to Finance Charge.**

**How We Will Calculate Your Balance:** We use a method called “Average Daily Balance (including new transactions).”

- We calculate periodic rate **FINANCE CHARGES** separately for each type of balance (e.g., Purchases, Balance Transfers, and Cash Advances). For a billing cycle, we figure a portion of the **FINANCE CHARGE** on your Account by multiplying the Monthly Periodic Rate times the respective Average Daily Balances (including current transactions). There is a \$1.00 minimum **FINANCE CHARGE**.

“Average Daily Balances” means the following:

- To get the Average Daily Balance for Purchases and Balance Transfers, we take the beginning balance of Purchases and Balance Transfers on your Account each day, add any new Purchases and Balance Transfers, and subtract any payments or credits, non-accruing fees, and unpaid **FINANCE CHARGES** during the billing cycle. This gives us the daily balance for Purchases and Balance Transfers. Then, we add up all the daily balances of Purchases and Balance Transfers for the billing cycle and divide the total by the number of days in the billing cycle. This gives us the Average Daily Balance for Purchases.

- To get the Average Daily Balance for Cash Advances, we take the beginning balance of Cash Advances on your Account each day, add any new Cash Advances, and subtract any payments or credits, fees, and unpaid **FINANCE CHARGES** during the billing cycle. This gives us the daily balance for Cash Advances. Then, we add up all the daily balances of Cash Advances for the billing cycle and divide the total by the number of days in the billing cycle. This gives us the Average Daily Balance for Cash Advances.

- Credits received from merchants are effective as of the posting date.

- For **FINANCE CHARGE** calculation purposes, the billing cycle begins on the day after the Statement/Closing date of the previous billing cycle, and includes the Statement/Closing Date of the current billing cycle. The number of days in the billing cycle may vary.

**Fees:** We may charge the following fees, subject to applicable law:

**1. ANNUAL FEE:** You agree to pay any Annual Fee shown on the Supplemental Pricing Disclosure accompanying this Agreement in the amount shown.

**2. RETURNED PAYMENTS:** You agree to pay a fee of up to \$40 for each check returned for insufficient funds or for an incorrect account number. The returned payment fee will not exceed the Total Minimum Payment and will never exceed the amount of the payment being returned.

**3. STOP PAYMENT ORDERS:** If you request us to stop payment on a Convenience Check drawn on your Account, we may charge your Account a fee of **\$29**.

**4. LATE PAYMENT FEE:** You agree to pay a late fee if we do not receive your minimum payment by the Payment Due Date each month in the amount of: **\$20** on balances less than \$100; **\$30** on balances of \$100 and over but less than \$250; and **\$40** on balances of \$250 or more.

**5. RESEARCH FEE:** You agree to pay **\$3** for each photocopy of a sales slip you request and **\$4** for each duplicate copy of a monthly statement you request. However, we will not impose these fees if you request such items in connection with a billing error dispute which you have notified us of in writing.

**6. OVER LIMIT FEE:** If you make a charge that causes your account balances to exceed your Credit Limit, you agree to pay a fee of **\$39** for the first occurrence and for each additional billing period that your Account remains over limit.

**7. EXPEDITED PAYMENT FEE:** You agree to pay \$10 for each payment initiated via telephone and assisted by a customer service representative for same day payments.

#### **8. TRANSACTION FEES:**

**Transaction Fee for Cash Advances:** For each Cash Advance, we add an additional Cash Advance Fee of either \$10 or 3% of the U.S. dollar amount of the Cash Advance, whichever is greater. There is no maximum Cash Advance Fee. The Cash Advance Fee is a **FINANCE CHARGE**. This Cash Advance Fee may cause the **ANNUAL PERCENTAGE RATE** on the billing statement on which the Cash Advance first appears to increase.

**Transaction Fee for Charges Made in Foreign Countries:** If you incur a Charge in a foreign currency or foreign countries, it may be converted into U.S. dollars. If the foreign currency is converted into U.S. dollars, the exchange rate used to convert the currency used in an international transaction into the billing currency shall, in each instance, be either a rate selected by Visa® or MasterCard®. The conversion may occur after the transaction date and the conversion rate may differ from the rate of exchange in effect at the time of the transaction. You agree to pay the converted amount to us in U.S. dollars. In addition, you agree to pay the following Foreign Transaction Fee if the merchant is outside the U.S. of: a) 3% of the U.S. dollar amount of each transaction made in a foreign currency, b) 2.8% of the U.S. dollar amount of the transaction, if made in U.S. dollars. The Foreign Transaction Fee is a **FINANCE CHARGE**. This Foreign Transaction Fee may cause the **ANNUAL PERCENTAGE RATE** on the billing statement on which the Charge made in a foreign currency first appears to increase.

**Transaction Fee for Balance Transfers:** For each Balance Transfer, we will add a Balance Transfer Fee of 3% of the U.S. dollar amount of the Balance Transfer. There is no maximum Balance Transfer Fee. There is no Balance Transfer Fee for Balance Transfers made at time of initial application for an Account. The Balance Transfer Fee is a **FINANCE CHARGE**. The Balance Transfer Fee may cause the **ANNUAL PERCENTAGE RATE** on the billing statement on which the Balance Transfer first appears to increase.

**Default:** Subject to applicable law, we may consider your Account to be in default at any time if you fail to pay us any payment when it is due; if you attempt to exceed or exceed the applicable credit limits on your Account; if your payment is returned, rejected, or not paid by your bank or financial institution or if your payment cannot be processed; if you die or become legally incapacitated; if any government authority takes action that TCM believes adversely affects your financial condition or ability to repay the debt or we have any other reason to believe you may not be able to meet your obligations to us; if you enter a hardship or workout program; if we determine that you have made any false, incomplete or misleading statement to us; if you breach any

other promise or obligation under this Agreement or any other agreement with us or our affiliates; or if we have any reason to believe you may not be creditworthy. Upon your default and subject to any limitations or requirements of applicable law, you agree to pay all other reasonable costs, including reasonable attorney's fees, incurred by us in collecting the balance due, including **FINANCE CHARGES**, if any, whether suit is brought against you, and in protecting ourselves from any harm that we may suffer as a result of your default, or nonuse of your Card. We may also, upon your default, and subject to applicable law, declare the entire amount of your obligations to us immediately due and payable and suspend or cancel your Account privileges.

**Delinquency Assessments:** Your Account may be considered delinquent if you fail to pay us at least the Total Minimum Payment due by the Payment Due Date shown on each monthly statement. If your Account remains delinquent at the statement closing date, subject to applicable law, we will add a Late Payment Fee as described above.

**Suspension/Cancellation:** In addition to any of the actions we may take under this Agreement, we may suspend or cancel your Account privileges at our sole option, subject to applicable law, at any time with or without cause and without giving you notice, including but not limited to a situation in which (1) you cease to be an account holder in good standing with respect to any other accounts you may have with TCM, (2) you are in default, or (3) you stop using your account. Any such action on our part will not cancel your obligations to pay us the outstanding balance, **FINANCE CHARGES**, and other charges due on your Account under the terms of the Agreement in effect at the time of the cancellation or suspension of your Account or as subsequently amended. You agree to pay us all such obligations despite any suspension or cancellation of your Account.

**Rewards:** Your Account might provide you with the opportunity to earn rewards. If it does, we will separately provide you with a reward guide containing information and terms about your rewards. If you default, as per the conditions listed above, TCM has the right to forfeit your any points earned and/or the ability to earn future points under any applicable rewards programs for the Card.

**Rules for Convenience Checks:** You may request a stop payment on a Convenience Check by providing us with the access check number, dollar amount, and payee exactly as they appear on the Convenience Check. Oral and written stop payment requests on a Convenience Check are effective for six months from the day that we place the stop payment.

You may not issue a postdated Convenience Check on your Account. If you do postdate a Convenience Check, we may elect to honor it upon presentment or return it unpaid to the person that presented it to us for payment, without in either case waiting for the date shown on the Convenience Check. We are not liable to you for any loss or expense arising out of the action we elect to take.

**Waiver:** Our failure to exercise any of our rights under this Agreement, or our waiver of our rights on any one occasion, shall not constitute a waiver of such rights on any other occasion.

**Consumer Reports:** You authorize us and our affiliates to make whatever credit investigations we deem appropriate and to obtain and exchange any information we may receive from consumer reports, consumer reporting agencies and other sources. We may ask consumer reporting agencies for consumer reports of your credit history. Upon request and as otherwise required by applicable law, we will tell you whether a consumer report was requested and the name and address of the agency that furnished it. **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.** If we determine that your Account is past due, adverse credit information may also appear on the consumer reports of any Authorized Users on your Account.

If you believe we have furnished inaccurate or incomplete information about you or your Account to a credit reporting agency, write to us at TCM Bank, N.A., PO Box 31537, Tampa, FL 33633-3631. Please include your name, address, home phone number and Account number, and explain what you believe is inaccurate or incomplete.

**Telephone Monitoring:** From time to time, we may monitor and record telephone calls between you or Authorized Users and us for reasonable business purposes including to assure the quality of our customer service.

**Consent to Receive Communications:** Unless expressly prohibited by law, you expressly agree and consent that we may contact you using an automatic telephone dialing system, pre-recorded voice, voicemail or messaging service, text messaging, email messaging or otherwise and leave you voice, prerecorded or artificial voice messages or send you text messages, emails or other electronic messages for any purposes, including the servicing and/or collecting of your account, to offer you products and services that may be of interest to you, and for any other informational or marketing purposes. You agree that we may contact you at any telephone number, including, but not limited to your home telephone number, and cellular telephone number; any email address; or using any other contact information that you provide to us at any time whether in connection with the opening of your account or thereafter. You agree to notify us promptly if any of your contact information changes and only give us telephone numbers and email addresses that belong to you and at which you may be contacted.

You agree that this consent is valid regardless of whether the number we use to contact you is assigned to any service for which you may be charged for the call, text message(s), or other communications..

You agree that you are not required to provide this consent as a condition to receiving any product or service from us and acknowledge that you have the right to revoke this consent or change or remove any of the telephone numbers or email addresses at any time by contacting us at 1-800-883-0131 or by any other reasonable means.

**Mobile Devices:** You or an Authorized User may choose to load your Account information and/or Card into a third party app on a smart phone or other electronic device, such as through a mobile wallet, which may be used to make Charges without presenting a Card (“Device”). You agree that any such Charges using your Card or Account made through such a Device are covered by this Agreement. You further acknowledge and agree that we have no control over the Device and cannot guarantee or warrant its performance.

You should protect the security of the Device in the same manner and with the same degree of care as you protect your Account, Card or any other valuable information. You agree to be solely responsible for any fees or charges related to such a transaction made through the Device such as mobile carrier fees or messaging charges. We may, at any time, in our sole discretion, partially or fully restrict your ability to make Charges through such a Device. You agree to notify us promptly if you remove your Account or Card information from any such Device.

**Benefits and Services:** We reserve the right to add, modify, or delete any benefit or service offered with the Card at any time without notice to you unless otherwise required by applicable law.

**Change of Billing Address – Notices:** You must notify us immediately of any change in your billing address. Any notice given by us shall be deemed to be given when deposited in the United States Mail, postage prepaid, addressed to you at the latest billing address shown on our records.

**Change of Rates, Fees, Terms – Assignment:** We may assign or transfer Card accounts, including, your Account, this Agreement or our rights and obligations under your Account or this Agreement, to our affiliates or to some other financial institution at any time. Subject to applicable law, the person or entity to whom we make any such sale, assignment or transfer is entitled to all our rights under this Agreement, to the extent sold, assigned or transferred. We may also change the rates, fees, and



terms of this Agreement at any time, in accordance with applicable law. We will notify you of changes if we are required to do so by law, and you may be given the opportunity to reject those changes to the extent required by law or otherwise in our discretion. If you choose not to accept those changes, you may terminate this Agreement by notifying us in writing. However, your Account will be closed, and you will remain responsible for all Charges made before you terminated the Agreement.

**Revocation and Voluntary Cancellation:** We can revoke your right to use the Card at any time. We can do this whether you have violated this Agreement and without giving you notice. If we revoke the Card, you must return the Card to us if we request. Also, if a merchant that accepts cards asks you to surrender an expired or revoked Card, you must do so. You may not use the Card after it has expired or after it has been revoked. If you ask us to cancel your Account, but you continue to use your Account after the date of cancellation, we will consider such use as your request for reinstatement of your Account. We may then reinstate your Account and bill you accordingly.

**Severability:** If any part of this Agreement conflicts with applicable law, that law will control, and this Agreement will be considered changed to the extent necessary to comply with that law. If any part of this Agreement is determined by a court of valid jurisdiction to be invalid, the remainder of this Agreement will remain in effect.

**JURY TRIAL WAIVER:** THE PARTIES HEREBY WAIVE ANY RIGHT TO TRIAL BY JURY.

**State Laws Require the Following Notices:** Married Wisconsin Residents: Your signature confirms that this credit obligation is being incurred in the interest of your marriage or family.

**Authorization:** You expressly authorize your wireless carrier (AT&T, Sprint, T-Mobile, US Cellular, Verizon, or any other branded wireless operator) to disclose to TCM and its third-party service providers your mobile number, network status, customer type, customer's role, billing type, mobile device identifiers (IMSI and IMEI) and other subscriber status and device details, if available, solely to verify your identity and prevent fraud for the duration of the relationship.

**Unauthorized Use of Your Account:** Please notify us immediately at 1-800-883-0131 of the loss or theft of your Card or Convenience Checks or of any other possible unauthorized use of your Account.